

POLICE LIEUTENANTS AND SERGEANTS CONTRACT 7/1/2012 - 6/30/2013

LABOR AGREEMENT

BETWEEN

CITY OF FERNDALE, MICHIGAN

AND

POLICE LIEUTENANTS AND SERGEANTS ASSOCIATION

JULY 1, 2012 - JUNE 30, 2013

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**CONTRACT**  
**POLICE LIEUTENANTS AND SERGEANTS**  
**Effective July 1, 2012 - Expiring June 30, 2013**

This Agreement made and entered into at Ferndale, Michigan, by and between the City of Ferndale, Michigan, a municipal corporation, 300 E. Nine Mile Road, Ferndale, Michigan, 48220, hereinafter referred to as the "City" and the Ferndale Police Lieutenants & Sergeants, represented by the Police Officers Labor Council, State Lodge of Michigan Labor Council; 667 East Big Beaver Road, Suite #205; Troy, Michigan 48083-1413, hereinafter referred to as the "Union."

**PREAMBLE**

WHEREAS, it is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the City and the Police Lieutenants and Sergeants, which will serve the best interests of the citizens of Ferndale.

**ARTICLE I - RECOGNITION**

**Section 1.**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining of all employees of the Employer included in the bargaining unit which are all police lieutenants and police sergeants, excluding all patrolmen, meter patrolmen, traffic control officers, detectives and specialists, office clerical and cadets.

**Section 2.**

The City recognizes and will not interfere with, restrain, or coerce employees in their right to self-organization, to form, join or assist labor organizations, or to bargain collectively through representatives of their own choosing, or to engage in concerted activities for the purpose of collective bargaining. The Employer will not permit any other group or union to solicit membership or collect dues on the Employer's time and premise.

**Section 3.**

The Employer recognizes the established rights as explained by Act 379 and this contract, responsibilities, and values of the Association and has no objection to its employees becoming members of the Association responsible in conjunction with the Employer for making and keeping this contract.

**ARTICLE II - REPRESENTATION**

**Section 1.**

- A) The employees shall be represented by a committee of three (3) members, one of whom shall be the chairman, who shall be elected in any manner determined by the employees. This committee shall be selected from a group of nominees on the seniority list. This committee will be permitted to bring representatives from the Police Officers Labor Council.
- B) Promptly following the effective date of this Agreement, the Association and the City shall

provide to each other a written list of names and titles of their respective representatives and the capacity in which they will function in regard to the grievance procedure, negotiations, or other labor relations function, and will, provide prompt notice of any changes.

**Section 2.**

- A) No Discrimination: There shall be no discrimination against any employee because of his membership in the Association or because of his acting as an officer or in any other capacity on behalf of the Association.
- B) The City and the Association shall not discriminate against any employee because of age, sex, race, nationality, religious or political belief, or for Association activity.

**ARTICLE III - DEFINITION**

The following terms are hereby defined as to the meaning to be given to them within this labor agreement:

- 1. The term "*Employee*" or "*Officer*" when used hereinafter shall include all male and female employees represented by the Union in the bargaining unit as above described.
- 2. The term "*Chief*" when used hereinafter shall mean the Chief Executive and Administrative Officer of the police department.
- 3. "*Seniority*", when used hereinafter, shall be defined as the continuous length of employment in the police department as a sworn officer.
- 4. "*Seniority in grade*", when used hereinafter, shall refer to the length of service in any rank, classification or specialty. Seniority in grade shall be used in any matter relating to preference being given to any employee over another employee within any rank, classification or specialty.
- 5. "*Rules and Regulations*", when used hereinafter shall be defined as the Police Department Rules and Regulations, as approved by the Civil Service Board and the City Council.
- 6. "*Leave of Absence*", as hereinafter used shall be defined as any leave approved by the Chief of Police and the Civil Service Board and not exceeding a period of one (1) year. Such leave shall be without pay or benefits during the period of absence.
- 7. The "*Civil Service Board*", when used hereinafter, shall refer to the Civil Service Board for the City of Ferndale.
- 8. "*Grievance*", when used hereinafter, shall be defined as any dispute which may arise between the parties concerning the meaning, application or interpretation of this agreement.
- 9. The "*normal work week*", when used hereinafter shall be defined as a work week consisting of forty (40) hours, five (5) days of eight (8) hours each.
- 10. "*Call Back*", when used hereinafter, shall be defined as any time that an officer is called back to duty by a superior officer, or his designee, during such time as the officers shall be off-duty.
- 11. "*Pension plan*", when used hereinafter shall refer to the City of Ferndale Police and Fire Retirement System or the Defined Contribution Plan, including any modifications of said system through collective bargaining agreement.

**ARTICLE IV - AGENCY SHOP**

**Section 1.**

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A) Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required to continue membership in the Association or pay a monthly service charge for the duration of this Agreement.
- B) Employees covered by this Agreement, as defined in the Article entitled "Recognition", who are not members of the Association at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Association within thirty (30) days after the effective date of this Agreement, shall, commencing with the first payroll period thereafter and for the duration of this Agreement, pay to the Association a service charge in an amount equal to the regular monthly union dues as a contribution toward the administration of this Agreement.
- C) Employees covered by this Agreement, as defined in the Article entitled "Recognition", who are not members of the Association at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Association within thirty (30) days of service, shall, commencing with the first payroll period thereafter and for the duration of this Agreement, pay to the Association the service charge defined in (b) above.

**Section 2.**

Any employee who fails to comply with the provisions set forth above shall, at the request of the Association to the employer, be discharged from the service of the employer ten (10) days after such employee receives notification from the employer of such employee's violation of this Article.

All sums deducted from an employee's pay as provided for in this Agreement shall be forwarded by the City to the Association and shall be made payable to the order of the Ferndale Police Lieutenants & Sergeants Association. In the event a refund is due any employee for any sums deducted from wages earned and paid to the Association, it shall be the responsibility of the affected employee to obtain the appropriate refund from the Association.

The Association shall indemnify the City against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken or not taken by the City for the purposes of complying with the provisions of this Article.

**ARTICLE V - JOINT RESPONSIBILITIES**

**Section 1. NO STRIKE - NO LOCKOUT**

- A) Under no circumstances will the Association cause or authorize its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown, on any property of the City or any curtailment of work or restriction of production or interference with the operation of the City. Further, the Association will not permit any curtailment of police services by failure to report to work, through "Blue Flu". In the event of a work stoppage or other curtailment of production, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same is ceased.
- B) In the event of a work stoppage, or other curtailment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they shall be disciplined up to and including discharge and instruction of all such persons to

immediately cease the offending conduct.

- C) The City shall have the right to discipline up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.
- D) The City will not lockout any employees during the term of this Agreement.

**Section 2. NO COERCION**

Neither the City nor the Association shall interfere with, restrain, or coerce employees either to join or refrain from joining the Association.

**Section 3.**

Prior to and during the negotiations of this Agreement, each party made certain proposals to the other. Each party hereto agrees that it has withdrawn all proposals made to the other that are not incorporated in or covered by this Agreement, in whole or in part. The withdrawal of these proposals, in whole or in part, is as much a consideration for this Agreement as is the incorporation therein on matters agreed on. Each party hereto hereby waives any right to require the other to bargain on the subject matter of those proposals, or on any similar proposals or on any other matter that might have been included in or covered by this Agreement, but was not. It is the intention of the parties that this Agreement, during its term, shall cover all agreements between the parties concerning wages, hours and conditions of employment that are to be in effect during the term of this Agreement.

**ARTICLE VI - MAINTENANCE OF CONDITIONS**

**Section 1.**

Wages, hours and condition of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

**Section 2.**

This Agreement shall supercede any rules, regulations, ordinances or resolutions inconsistent herewith.

**ARTICLE VII - ASSOCIATION DUES AND INITIATION FEES**

**Section 1. PAYMENT BY CHECK-OFF**

- A) Effective the second pay period following the signing of this Agreement, providing it is the first pay period of that month, eligible employees who are members of Police Lieutenants & Sergeants Association, Police Officers Labor Council may tender the initiation fee and monthly membership dues by signing the "Authorization for Payroll Deduction" form.
- B) During the life of this Agreement, and to the extent the laws of the State of Michigan permit, the City of Ferndale agrees to deduct Association membership dues levied in accordance with the constitution and Bylaws of the Association from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form.
- C) Check-off deductions under all properly executed "Authorization for Payroll Deduction" forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

**POLICE OFFICERS LABOR COUNCIL  
AUTHORIZATION FOR PAYROLL DEDUCTION**

BY: \_\_\_\_\_ TO: \_\_\_\_\_

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by the Police Officers Labor Council and, effective the same date, to deduct from my earnings on the first pay of each month, a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Association.

The amount deducted shall be paid to the treasurer of the Police Officers Labor Council.

This authorization shall remain in effect unless terminated by me by written notice to the Association and Employer within thirty (30) days immediately preceding the termination date of the existing Association-Management Agreement, or termination of my employment.

(This space reserved for additional information when required.)

**ARTICLE VIII - SENIORITY**

**Section 1.**

- A) Seniority shall accrue to permanent full-time employees and shall be based upon total continuous service with the Ferndale Police Department. Seniority shall be determined first by the member's rank, then date of rank, and finally by the member's length of service in the department. Approved leaves of absence without pay and lay-offs shall not be cause for loss of seniority. Provided, however, such laid-off employees or employees on leave without pay, excepting those employees on leave for medical and educational reasons, shall not accrue seniority during the actual period of layoff or leave.
- B) Each new lieutenant and sergeant, upon the completion of his probationary period, which shall not be more than 6 months in duration, shall be placed on the seniority list, as provided in Section 2 of this Article, and seniority shall accrue from the employee's first day of employment with the City.
- C) Seniority shall terminate if an employee:
  - 1. Quits or retires. Provided, however, that with respect to an employee who quits, this provision shall not apply to whatever rights such employee has heretofore enjoyed in connection with the Pension Plan upon re-employment.
  - 2. Is discharged for just cause including, but not limited to, any violation of the Rules and Regulations of the Police Department and the provisions of this Agreement.
  - 3. Is absent for one (1) work day without notifying the City or having a

- justifiable reason for his absence.
4. Gives a false reason to obtain a leave or if he fails to return to work upon termination of any leave of absence.
  5. Is laid off for a period equal to his seniority at the time of layoff, or three (3) years, whichever is the lesser.
  6. Separates upon settlement covering total disability.
- D) If a member is demoted to a lower rank within the bargaining unit, the member shall retain full in-grade seniority and shall receive the original date of promotion to the lower rank.

## **ARTICLE IX - LAYOFFS**

### **Section 1. DEFINITION**

A layoff shall be defined as a process of reducing the number of full time employees of the bargaining unit, due to lack of work or funds.

The City will notify the Union of the necessity for the extent of a reduction in force and the reasons therefore as soon as the necessity for such action and the extent of the reduction in force are determined. The Union, upon request, shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and to propose alternatives for City consideration.

### **Section 2. ORDER OF LAYOFF**

- A) When there is an impending reduction in force within the bargaining unit, the City shall immediately inform and consult with the Union as soon as there is any possibility of said reduction in force.
- B) In the event of a reduction in force in the Police Department, it shall be made among all employees in the same classification according to length of service.
1. The employees with the least amount of service shall be the first laid off and the last to be recalled. If there is to be a demotion due to a reduction in force, time in classification will prevail. Where time in classification is equal, seniority as defined in Article VIII shall prevail.
  2. A demotion to the next lower rank shall be required before a layoff, provided the employee had prior time in the classification to which demoted.
  3. Any officer demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.

### **Section 3. NOTICE OF LAYOFF**

The City shall notify affected employees within the bargaining unit sixty (60) days in advance of the layoff.

### **Section 4. ORDER OF REHIRING AFTER LAYOFF**

An employee shall be recalled from layoff to the same classification and salary step he was on at the time of layoff. Such recall shall be in the reverse order of layoff. All employees who have been laid off shall be recalled from layoff in accordance with this section, before any new appointments are made in this bargaining unit. Provided however, that any employee recalled to work pursuant to the provisions of this Article must be able and qualified to perform the work

required.

**Section 5. NOTICE OF RECALL**

Recalls from layoff shall be by order of seniority, provided the employee is able and qualified to perform the work required.

- A) Employees on the seniority list when recalled to work shall be given five (5) working days advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Committee.
- B) If any employee fails to report within five (5) working days after being notified, and fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

**Section 6. No Lay-off Clause**

The parties agree that there will be no lay-offs, or demotions related to lay-offs, from July 1, 2011 through June 30, 2012.

**ARTICLE X - GENERAL PROVISIONS**

**Section 1.**

There will be a bulletin board placed in a conspicuous place for the use of the Association.

**Section 2.**

All employees will receive two (2) 15-minute coffee breaks during the tour of their shift *when possible*.

**Section 3.**

The employer agrees that the same right to re-employment which the law affords to selective service employees inducted into Armed Service of the United States will accrue to employees voluntarily enlisting in such Armed Forces, providing each such employee notifies the employer of such enlistment when leaving his employment.

**Section 4.**

The rules of the Civil Service Board, as provided by the City Charter, the Departmental Rules and Regulations, and all general orders and special orders of the department are hereby incorporated into this Agreement by reference. Provided, however, that if any changes are to be made, the Union shall be given notice of such changes and an opportunity to provide input to such changes prior to their implementation. The Union reserves the right to submit the reasonableness of the rule change to the grievance procedure.

**Section 5.**

The City shall provide liability insurance which will continue (or the City will become a self-insurer), with no deductible charged to the employee, to protect the employees covered by this Agreement for losses resulting from false arrest or detention.

The City shall indemnify any member of this Association against all claims, liabilities, civil lawsuits, and judgments a member becomes subject to and liable for, by reason of any action alleged to have been taken, omitted or neglected by him in the course of his employment. The City shall provide legal counsel for any member of this Association for representation in any civil

lawsuit arising from any action, alleged to have been taken, omitted or neglected by him in the course of his employment.

The right of indemnification herein above provided for shall not be exclusive of any rights to which any member may otherwise be entitled by law.

**Section 6.**

This Agreement shall supersede all prior agreements, and incorporate all provisions negotiated and agreed upon.

**Section 7.**

If, by mutual agreement, the parties negotiate and agree upon supplemental items, any such supplemental agreements shall be attached to and made a part of this Agreement.

**Section 8.**

Any employee that either does, or may, as a part of his employment, operate a city-owned motor vehicle must provide proof of a valid Michigan operator's license to his supervisor. Any change in such status must be reported immediately to the supervisor. Failure to provide proof or report a status change may result in discipline.

**Section 9.**

Each employee shall be responsible for notifying the City, on "membership and record change" forms, of any change in dependency of beneficiary coverage, within thirty (30) days of said changes for hospitalization and insurance purposes. Should the City incur additional expense as a result of the employee not providing timely and accurate information to the City in this regard, the employee shall reimburse the City for such additional expense. The City will circulate a form, on a regular basis, seeking information concerning employees' dependent status.

**Section 10.**

The President of the Local Union will be allowed one (1) weekend of time off (sixteen [16] hours) with pay per year in order to attend the Union's annual labor conference.

**ARTICLE XI - MANAGEMENT RESPONSIBILITY**

**Section 1.**

It is recognized that the Management of the City, the control of its properties and the maintenance of order and efficiency are solely the responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive, are: the right to decide the number and location of City facilities, work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment methods, schedules of work, together with the selection, procurement, designing, engineering, and the control of equipment and materials and the right to purchase services of others, contract or otherwise, to enter into mutual aid pacts with other communities and expressly reserves the right to establish and maintain Rules and Regulations governing the operation of the Police Department and the employees therein, providing that such Rules and Regulations are not in conflict with this Agreement.

**Section 2.**

It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote, or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively to the Employer, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth.

**Section 3. JOB SECURITY**

It is the Employer's policy to use its own employees as much as possible in the performance of work. The Employer will not contract services from other law enforcement agencies or similar agencies that would cause a reduction of present positions in the bargaining unit. The Employer shall be free to adopt progressive policies and make progressive changes. The Employer reserves the right to accept assistance from other law enforcement agencies or similar agencies in the event of an emergency.

**ARTICLE XII - GRIEVANCE PROCEDURE**

**Section 1.**

In a mutual effort to provide harmonious working relations between the parties of this agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. Pursuant to this understanding, a "grievance" shall be defined as any dispute arising concerning the interpretation or application of the terms of this Agreement.

The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision. Should a difference arise between the employer and the Association as to the meaning or application of this Agreement, it shall be settled in accordance with the grievance procedures set forth below:

**Step 1.** Any employee having a grievance shall first take up the matter with his supervisor. If not settled, it shall be discussed with the committeeman and shall be reduced to writing and signed by the grievant. In the event that the grievance arises directly out of an action taken by the Chief of Police, the matter will automatically be processed to Step 2 of the grievance procedure. Any grievance not submitted within five (5) working days, (excluding Saturdays, Sundays, holidays and the Officer's day off) of its occurrence or the employee's knowledge of its occurrence shall be considered automatically closed. An employee will be deemed to have knowledge of the occurrence of the grievable event if the employee has worked within five (5) days of the occurrence of the event, or sooner if actual notice is shown to have occurred sooner.

**Step 2.** The written grievance shall be discussed between the committeeman and the Chief of Police. The Chief of Police shall give his written decision within five (5) working days (excluding Saturdays, Sundays and holidays) of the receipt of the written grievance.

**Step 3.** Any grievance involving economic considerations or activities which could conceivably affect employees other than the Police Department shall be submitted to the City Manager who shall give his written decision within five (5) working days (excluding Saturdays, Sundays and holidays) of his receipt of the written grievance.

**Step 4.** Any unresolved grievance which relates to the interpretation, application, or

enforcement of any specific article and section of this Agreement or any written supplementary agreement, and which has been fully processed through the last step of the grievance procedure, may be submitted to arbitration or the Civil Service Board in strict accordance with the following:

- 1) In the event the dispute is not settled in Step 3, the Union, through its Secretary or President, shall have ten (10) calendar days in which to do either of the following:
  - A. The Union may process the grievance to the Civil Service Board for the City of Ferndale by filing the appropriate notice with the clerk of said Board. The determination made by the Civil Service Board shall be final and binding on all parties. In those cases in which an election is made to the Civil Service Board, the remedy of arbitration shall be deemed forever waived.
  - B. The Union may invoke arbitration. Arbitration may be invoked only in the following manner:
    1. Notice to the other party within the ten (10) days after receipt of the disposition at the Step 3 of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.
    2. In the event the parties have not selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time which may be mutually agreed upon, an arbitration shall be selected in accordance with the rules, regulations and procedures of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on all parties.
- 2) The arbitrator or Commission shall limit their decision strictly to the interpretation, application, or enforcement of this Agreement and he shall be without power and authority to make any decision:
  - A. Contrary to, or inconsistent with, or modifying, varying, adding to or subtracting from in any way the terms of this Agreement.
  - B. Concerning the discipline or discharge of an employee for engaging in a strike, slowdown or stoppage of work who exercises his right under Section 6 Act 336, as amended by Act 379 of the Public Acts of 1965.
  - C. Granting any wage increase or decrease.
  - D. Establishing, deleting, or altering job description and position classifications.
  - E. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
- 3) The arbitrator or Commission shall be without authority to require the City to delegate, alienate, or relinquish any powers, duties, responsibilities, obligations or discretion which by state law or City Charter the City cannot delegate, alienate or relinquish, except as otherwise provided in this Agreement. Nor shall the arbitrator or Commission rule on any area which is set forth in the Charter of the City of Ferndale.
- 4) No settlement at any stage of the grievance procedure, except an arbitration or Commission decision, shall be a precedent in any arbitration or Commission proceeding, except where a waiver of unprecedented status has been entered into by the parties hereto.
- 5) The decision of the arbitrator or Commission in a case shall not require a retroactive

wage adjustment in another case except by express agreement of the parties.

- 6) There shall be no appeal from the arbitrator's or Commission's decision, if made in accordance with the jurisdiction and authority under this Agreement. The arbitrator's or Commission's decision shall be final and binding on the City, on the employee or employees and on the Association. The arbitrator or Commission shall submit his decision in writing within thirty (30) days after conclusion of the hearings.
- 7) In the event a case is appealed to an arbitrator or Commission and they find that they have no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 8) The expense of the arbitrator shall be shared equally by the parties. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.
- 9) Except as provided herein by letter or agreement between the parties, the parties understand and agree that in making this contract they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitration and Commission forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this contract and any supplemental agreements which are, or may become, part of this Agreement and which are not excluded from arbitration and Commission.

**Section 2.**

Any grievance not appealed from a decision in one of the steps of the above procedures to the next step as prescribed shall be considered dropped.

**Section 3.**

Authorized committeemen shall be paid for time lost during working hours in attending grievance meetings with department representatives. A member of the committee will be permitted to leave his job, upon request, and after receiving approval by his supervisor for the purpose of investigating a grievance in the assigned area. Such committeeman shall report to his supervisor upon completion of his investigation and, if he goes into the department of another supervisor, he must first notify the supervisor of his presence. The right to receive pay for time lost shall not be abused.

**Section 4.**

Any complaints involving discharge or disciplinary action must be filed in writing within five (5) days (excluding Saturdays, Sundays and holidays), and the Chief of Police shall render a decision within five (5) working days (excluding Saturdays, Sundays and holidays) of its receipt.

**Section 5.**

Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work if available, work of similar class at the same rate of pay.

**Section 6.**

No claim for back wages shall exceed the amount of wages the employee would otherwise have

earned at his regular rate of pay less any compensation that he may have received from any source of employment during the period in question, except as specifically authorized by the arbitrator.

**Section 7.**

Notice of disciplinary and discharge action taken and the reasons therefore shall be in writing and a copy furnished to the Association.

**Section 8.**

An agreement reached between the Chief and the Committee is binding on all employees affected and cannot be changed by any individual.

**Section 9.**

In the event there are grievances or other matters to be considered, a meeting between the Committee and the Chief shall be held for the purpose of discussing and possibly disposing of such grievances and other problems that may exist. A written agenda shall be prepared and furnished to the Chief at least forty-eight (48) hours in advance of the meeting. Such meetings may be requested by either the Chief or the Union. Once requested, it shall be scheduled within five (5) days of such request.

**Section 10.**

Special meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed to between the Committee and the Chief.

**ARTICLE XIII - LEAVES OF ABSENCE**

**Section 1.**

Except as otherwise provided, a leave of absence without pay may be granted to a full-time permanent employee for a period not to exceed three (3) months, provided that said employee has filed a written application with the Civil Service Board. The employee may request extension(s) for such leaves of absence by filing a written application with the Chief and Civil Service Board. No leave of absence shall be granted to any employee with less than one (1) year service or within ninety (90) days from reinstatement or return from layoff.

Upon expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.

The Civil Service Board shall review each written request for leave and such leave shall be granted only when it will not result in undue prejudice to the interest of the City as an employer beyond any benefits to be realized.

No leave will be granted for the purpose of permitting employment with another employer or to be self-employed except as provided in Section 6 of this Article.

**Section 2. MILITARY LEAVES**

Leaves of absence without pay shall be granted to any full-time, regular employee who is inducted into or volunteers for the armed forces of the United States for training or service. Military leaves will be administered as required under the Uniformed Services Employment and

Re-employment Rights Act of 1994 (USERRA) or other relevant legislation.

**Section 3. FUNERAL LEAVE**

In case of death in the immediate family of a full-time employee, funeral leave with pay shall be granted for a reasonable period under the circumstances. For the purposes of this contract, a "reasonable period" shall be defined as three (3) calendar days provided that the funeral is to be held at a distance of less than 200 miles from the City of Ferndale. For funerals held at a distance of 200 miles or more from the City of Ferndale, a maximum up to five (5) calendar days shall be granted by the Chief of Police, depending upon the distance to travel. Provided, further, that the employee so granted funeral leave under any condition shall attend the funeral of the deceased. "Immediate Family" is defined as wife, husband, child, brother, sister, parent, mother-in-law, father-in-law, grandparents of the employee and the employee's spouse, or other relative living in the same household.

**Section 4.**

Failure of an employee to report immediately on the next working day after the expiration of any leave of absence shall constitute automatic termination of employment, except as the Civil Service Board may extend such leaves as provided by the Civil Service Board rules.

**Section 5. ABSENCE WITHOUT LEAVE**

Any absence of any employee from duty, including any absence for a single day or part of a day that is not authorized by a specific grant of leave of absence, under the provisions of the Civil Service rules and this Agreement, shall be deemed to be an Absence Without Leave. Any such absence shall be without pay and the employee may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents himself for one (1) consecutive working day without leave shall be deemed to have resigned. Such absence may be covered by a subsequent grant of leave if approved by the Civil Service Board. In cases where absence is due to illness, the employee must advise the Desk Officer of his shift at least one hour before the starting of his shift.

**Section 6. UNION LEAVE**

Any employee selected or appointed as an Association officer, or as a delegate to any labor activity necessitating a leave of absence shall be granted such a leave of absence without pay or benefits for a period not to exceed one (1) year as the employee holds Association office or is involved in such labor activity, provided at least thirty (30) days written notice is given the employer. Provided however, that no more than one (1) employee shall be off on such leave of absence at any one time.

**ARTICLE XIV - HOURS OF WORK**

**Section 1.**

Employees will be paid time and one-half for all work in excess of eight hours in any one (1) day, excluding the 15-minute show-up prior to each shift. Overtime credit shall be granted for time worked 15 minutes or more beyond the end of the duty shift scheduled and shall be adjusted to the closest 15-minute period of the hour.

**Section 2.**

The lunch period each work day shall be at least one-half (1/2) hour.

**Section 3.**

The department reserves the right to establish work schedules.

**Section 4.**

Any time an employee is called back to work on his scheduled day off, on any shift, he shall be paid at the rate of time-and-one-half for all hours worked on that shift.

**Section 5.**

Each employee duty shift shall be posted, showing the employee's days off and days for duty. Their shifts shall be for a minimum of eight (8) hours duration.

**Section 6.**

An overtime list shall be kept up to date and posted quarterly in each division.

**Section 7.**

All employees called for overtime work or called back shall receive a minimum of two (2) hours of overtime at the appropriate overtime rate.

**Section 8.**

All employees, specifically directed by the department to "stand by", shall receive pay at the regular rate for the time spent on "stand by". To "stand by" means that an employee is specifically instructed by the department to remain available and on call for emergency purposes only.

**Section 9.**

When command officers are required to appear and to testify in court, on any related criminal proceeding, when off duty, they shall be guaranteed a minimum of two (2) hours at the rate of time-and-one-half for all time spent in court. Command officers will be compensated at the rate of time-and-one-half for all hours spent in court following his regularly scheduled duty shift without regard to the two hour minimum provision. Command officers being scheduled to appear in court prior to the regularly scheduled shift will be compensated at the rate of time-and-one-half for all hours spent in court prior to his regularly scheduled duty shift, but in no event shall receive less than two (2) hours of credit. Effective July 1, 1994, command officers when required to appear and testify in court on their day off shall be guaranteed a minimum of three (3) hours at the rate of time-and-one-half for all such time spent in court.

Premium pay for court time shall be paid only under the following conditions:

- a) Case must be of a criminal nature, civil, or matter relating to the officer's official duties.
- b) The command officer must be off duty at court time.
- c) He must register with the Captain prior to court time and immediately thereafter.

**Section 10.**

All overtime worked, except in-service training overtime, shall be credited as time and

one-half. The first thirty (30) hours of actual overtime work shall be credited to a time bank on the basis of time and one-half, excepting in-service training overtime, which shall be credited to the same bank on the basis of straight time. Thereafter, all overtime accumulated over and above the required forty-five (45) hours in the bank shall be paid in cash monies. The overtime payment in cash shall be made on a quarterly basis. Overtime credit shall be granted for time worked 15 minutes beyond the end of the duty shift scheduled and shall be adjusted to the closest 15-minute period of the hour.

### **Section 11. OVERTIME BANK PAYMENT**

During each fiscal year contained within the contract year, an employee may request four (4) cash payments from his/her personal overtime bank. This cash payment so requested may be equal to forty (40) hours of straight-time pay and shall be paid to any individual having the equivalent amount of time credited to the overtime bank. In no event shall the request exceed the amount that the individual has credited as banked overtime. The request may be made any time during the fiscal year, up to and including, but not later than, June 1st of each fiscal year. The payment will be made to the employee no later than fifteen (15) calendar days after the request has been made.

### **Section 12. PERMANENT SHIFTS**

Effective July 1, 1983, it is further agreed by the parties that the members of the Police Lieutenants and Sergeants Association shall be assigned permanent shifts and that shift shall be picked by the officers on the basis of seniority. The shift selection shall be made by the officers on an annual basis.

### **Section 13. SHIFT DIFFERENTIAL**

Effective July 1, 2000, shift premium will be: Day shift - 2%, Midnight shift - 3%, and Afternoon shift - 4%. Employees who work a split shift (midnight/afternoon) shall receive a shift differential equal to 3.5% of their base pay. Shift differential payments will be made on a quarterly basis and are not included in base pay. Shift premium will be paid for hours for which an officer is scheduled to work on a shift for which shift premium applies. This shall not exceed two thousand eighty (2080) hours annually.

### **Section 14. Twelve (12) Hour Shifts**

- 1) There will be a one-year trial period for twelve (12) hour shifts from January 1, 2012 through December 31, 2012. Either side may request to return to eight (8) hour shifts beginning January 1, 2013, by October 1, 2012. The parties agree on a Letter of Understanding regarding the conversion, including the daily staffing which will be worked out with the Chief.
- 2) All time-off provisions will be converted to hours. Administrative Leave Time (ALT) will be adjusted from 80 hours to 60 hours per calendar year.
- 3) During the period of Twelve (12) hour shifts, the Day shift (including the Detective Bureau) (7a-7p) will receive shift premium of 3%, the Night shift (7p-7a) will receive 4%.
- 4) Command Officers will earn one hundred and four (104) hours of time in

each calendar year due to the twelve (12) hour shift schedule.

- a) This time will be referred to as Earned Leave Time (ELT).
- b) This time will be available to personnel as of January 1, 2012 in total.
  - i. Personnel who use ELT prior to earning it, and then leave the employment of the Department will be required to pay back or surrender other earned time.
- c) Personnel are encouraged to maintain a bank of twenty-four (24) hours of ELT into the next calendar year.
- d) Personnel are encouraged to use ELT at a rate of one (1) twelve (12) hour day every six (6) weeks after establishing a twenty-four (24) hour bank.
- e) Personnel may cash out the remainder of their ELT banks up to a maximum of 52 hours each year as of December 31<sup>st</sup>.

## **ARTICLE XV - DISCIPLINE AND DISCHARGE**

### **Section 1. DEFINITION AND TYPES OF DISCIPLINE**

Disciplinary action shall be defined as any action taken by the City against an employee for misconduct including, but not limited to, violation of Civil Service Rules and Regulations, violation of department rules and regulations, violations of provisions in this contract prescribing misconduct and conduct unbecoming a city employee. Disciplinary action may consist of the following:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension without pay
- d) Discharge
- e) Institution of criminal charges

The term "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, or a lowering in rank or change in classification.

### **Section 2. REPORTS**

The City may conduct investigations of alleged misconduct by an employee and require a member of the bargaining unit to submit written reports when ordered to do so by the supervisor. If any report shows or tends to show that the employee submitting the report has committed a crime, the use of such report shall not be used at any stage in the criminal proceedings against the employee. The City may use such reports in taking action and in defending such action with respect to discharge or discipline of the employee. Failure of an employee to complete the report as requested may result in disciplinary action.

### **Section 3. CORRECTIVE COUNSELING**

In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature relative to their performance may be interviewed by management and given corrective counseling. Corrective counseling shall not be considered as disciplinary action.

**Section 4. CHARGES OF MISCONDUCT**

A formal charge of misconduct shall be in written form stating the alleged violation against an employee. When an employee is charged with misconduct which may result in suspension, reduction or dismissal, he shall be given a copy of written and signed charges stating the charges and specifications and advising him of his rights to be represented by a union official at any conference, interview or hearing.

**Section 5. DISCIPLINARY PROCEDURES**

- A) The City retains the right to discipline and/or discharge employees for just cause only. The City agrees to notify the chairman of the grievance committee in writing, as soon as it exercises its right.
- B) The employee shall have the right to have a union representative appear with him at every stage of the disciplinary process.
- C) Before any disciplinary action is taken against an employee, he shall be afforded due process, and he shall be given an opportunity to state his position and offer any supporting evidence immediately available to his supervisor who is recommending such discipline.
- D) The written charges and specifications underlying the discipline or discharge shall cite the specific sections of rules and regulations, departmental orders, appropriate law or ordinance, or provision of this Agreement which the employee is alleged to have violated and a copy will be given to the employee.
- E) If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public, wherever possible.
- F) Employees are required to immediately report any suspension, revocation or denial of their motor vehicle operator's license to their supervisor.
- G) An employee upon being confronted with their written reprimand, is required to acknowledge notice of said reprimand by his signature. The signature of an employee on a written reprimand is not to be construed as his agreement with the charges but is to be considered only that he has knowledge that such a reprimand is in existence.

**Section 6. Procedure in disciplinary actions where criminal charges may be contemplated**

- A) Whenever any complaint or charge shall be brought against any employee under any such circumstance that if the facts alleged be true, the employee should be guilty of a commission of a crime or offense under state or federal law, or a traffic violation involving the death or serious injury of a citizen, the following procedures shall be used for the obtaining of statements in connection of such complaint:
  - 1. The employee shall be given a written summary of the charges against him.
  - 2. Before he is interrogated or required to make statement, he shall be allowed an opportunity to obtain the advice of counsel.
  - 3. Any order by any department supervisor to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the department.
  - 4. The order and the statement shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.

5. Nothing in the foregoing procedures shall limit the right of the department to use such statement for departmental disciplinary purposes.
- B) The summary referred to in Paragraph 1 (a), above shall set forth the name of the complainant, the time, date, place at which the alleged offense occurred, and a description of the offense, provided however, that this information is within the knowledge of the department at the time the statement is being requested.

**Section 7. Procedure for disciplinary action where criminal charges are not contemplated**

- A) Whenever any investigation of any employee's violation of departmental rules, orders or this contract is made by a complaint from external or internal sources, the employee shall specifically have the right or representation by the Union at every stage of the proceeding. No charges shall be made against him and no written statement shall be taken from him except under the following conditions:
1. The employee shall be given a written summary of charges against him.
  2. Before he is interrogated or required to make any statements, he shall be allowed the opportunity to obtain union representation, including a reasonable amount of time to obtain the advice of legal counsel when deemed necessary by the employee or the Union.
  3. Any order to make a statement shall be a written order, the violation of which constitutes grounds for disciplinary action by the department.
  4. The order and the statement shall be considered private records and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.
  5. Nothing in the foregoing procedure shall limit the right of the department to use such statement for departmental disciplinary purposes.
- B) The summary referred to in Paragraph 1(a) above, shall set forth the date, time, place at which the alleged offense occurred and a description of the offense or incident, provided that this information is within the knowledge of the department at which time such statement is being requested.
- C) Before any disciplinary action is taken, an officer shall have the right to be informed of the name of the complainant and the right to answer the charges in writing. Provided however, that when deemed necessary for the best interests of the department, the name of the complainant may be withheld at the preliminary stages of the disciplinary action. Such information shall be made available to the officer and to the Union prior to the institution of any formal hearing concerning the disciplinary action taken.

**Section 8. INTERVIEWS BY SUPERVISORS**

Whenever an officer is counseled concerning his supervisor's evaluation or productivity, he shall not be entitled to union representation. However, an employee shall be entitled to representation by an appropriate steward or union representative at any and all meetings at whatever stage disciplinary action is threatened or contemplated, or from which meeting disciplinary actions will ensue.

**Section 9. SUSPENSION**

An officer suspended during an investigation without pay, will be allowed to use accumulated time

off during his suspension. When a final decision has been made, accumulated time used in excess of penalty shall be restored.

**Section 10. USE OF PAST RECORD**

In imposing any discipline on any current charge the employer will not take into account any minor infractions of a similar nature occurring more than two (2) years previously. All major infractions shall remain a permanent part of the officer's personnel file. Provided however, that after five (5) years, an officer may request the file expunged of such material from his personnel file, the removal of which is expressly discretionary on the part of the department. After the period of one (1) year, the procedure will be reviewed as to the effectiveness of this process.

**ARTICLE XVI - LONGEVITY PAY**

All employees having completed five or more years of continuous service shall be eligible to receive longevity pay. Annual payment of the longevity benefit to each employee shall be remitted in accordance with the employee's anniversary date and shall be processed on the payroll whereby the anniversary date falls, per the following:

- A) Members promoted to this unit after July 1, 1991 shall receive longevity pay on the basis of:
  - 1. Two percent (2%) of their base pay (excluding overtime and premium pay) after the completion of five (5) years of service.
  - 2. Four percent (4%) of their base pay (excluding overtime and premium pay) after the completion of ten (10) years of service.
  - 3. Six percent (6%) of their base pay (excluding overtime and premium pay) after the completion of fifteen (15) years of service.
  - 4. Eight percent (8%) of their base pay (excluding overtime and premium pay) after the completion of twenty (20) years of service.
- B) Members hired prior to July 1, 1993 and who entered the bargaining unit after the May 1994 ratification date of the 1993-96 contract, shall be eligible to receive longevity pay as follows:
  - 1. Two percent (2%) of their base pay (excluding overtime and premium pay) after the completion of five (5) years of service, capped at FYE-98 rates, or \$1,064 for sergeants and \$1,160 for lieutenants.
  - 2. Four percent (4%) of their base pay (excluding overtime and premium pay) after the completion of ten (10) years of service; capped at FYE-98 rates, or \$2,128 for sergeants and \$2,321 for lieutenants.
  - 3. Six percent (6%) of their base pay (excluding overtime and premium pay) after the completion of fifteen (15) years of service; capped at FYE-98 rates, or \$3,192 for sergeants and \$3,481 for lieutenants.
  - 4. Eight percent (8%) of their base pay (excluding overtime and premium pay) after the completion of twenty (20) years of service; capped at FYE-98 rates, or \$4,256 for sergeants and \$4,641 for lieutenants.
- C) Members hired after July 1, 1993 shall be eligible to receive longevity pay as follows:

After completion of five (5) years of service	\$ 500
After completion of ten (10) years of service	750
After completion of fifteen (15) years of service	1,000
After completion of twenty (20) years of service	1,250
After completion of twenty-five (25) years of service	1,500

During the contract year in which the employee retires under one of the City's retirement plans, the employee shall be entitled to receive a pro-rated portion of the longevity. All longevity compensation is subject to deductions for income tax and retirement benefits.

## **ARTICLE XVII - HOSPITALIZATION, DENTAL, GROUP LIFE & OPTICAL INSURANCE**

### **Section 1. HOSPITALIZATION and DENTAL COVERAGE**

- A) Effective May 1, 2012, or as soon as can be arranged, all members will be provided Community Blue Plan 4 (CB4) coverage, with a \$30 office visit and \$150 Emergency room rider, with a \$5/\$40/\$80 (generic/brand) open formulary drug card, and and MOPD-2 rider, and Traditional 3 Dental coverage with an annual maximum of \$1,100 per family member, as described in summary form on Exhibit A. Members who promote up into the bargaining unit after December 31, 2006 will receive those health care benefits which they received in the patrol bargaining unit unless those health care benefits are greater than those provided in the command bargaining unit.
- B) Me-too clause - If another bargaining unit in the City receives a negotiated settlement and/or stipulated award for better coverage than CB4 and a \$5/\$40/\$80 drug card during the contract period ending June 30, 2013, the Command members will receive the better coverage too. This clause does not apply to arbitration decisions.
- C) There will be a moratorium on changes in healthcare through December 31, 2013.
- D) In the event of a change in insurance carrier, the Association will be consulted and given an opportunity to review the terms and benefits of the insurance.
- E) Through the life of this Agreement, the Employer will pay the premium for hospitalization and dental insurance up to and including family coverage.
- F) Notification of Change in Dependent(s): The employee is responsible for notifying the Personnel Department of any change in his dependents within thirty (30) days from the date of occurrence. If the employee does not notify Personnel within the time limits, a) he will be responsible for paying for the dependent's coverage at COBRA rates, in the case of a dependent who should have been dropped; or b) he will not be able to add the dependent until open enrollment, in the case of a dependent who should have been added.

### **Section 2. HOSPITALIZATION WAIVER**

Any employee who chooses to not be covered by the City's current medical insurance plan will be paid monthly in accordance with the limits listed below for such period as he/she does not participate in the City's insurance plan. Such payment(s) are not included in the FAC for retirement benefit purposes. Employees who elect opt out payments in lieu of health care may elect this coverage during open enrollment only. Changes after open enrollment may only be elected due to a qualifying event as defined by Blue Cross Blue Shield and will require documented proof of the qualifying event.

- \$,1500 Single (current employees are red-lined at \$2,400)
- \$3,000 Double
- \$4,000 Family

### **Section 3. RETIREE HOSPITALIZATION**

- A) Employees Hired Before January 1, 2008:

- B) Coverage will be provided to eligible retiree, spouse and dependents at the time of retirement only.
- C) Normal retirement is defined as 25 years of service under the Defined Benefit (DB) Plan or the Defined Contribution (DC) Plan. For individuals in the bargaining unit as of January 1, 2007 only, retiree health care will be provided on a deferred retirement with 20 years of service who have reached age 50. There is no retroactivity on this provision. Thereafter, eligibility will be 25 years of service.
- D) The City and the Union agree that health insurance, life insurance, and Medicare Supplement are retirement benefits. The parties further agree that as retirement benefits they are payable by utilizing the funds of the City of Ferndale Police and Fire Retirement System.
- E) Should prescription and drug benefits provided to current employees as defined in this Article change in future contracts, then prescription and drug benefits provided for retirees retiring on or after January, 2007 shall also be changed to the same prescription and drug benefits provided to current employees. In the event the employer no longer provides prescription coverage to active members of the bargaining unit, retirees shall remain at their current level of benefit in effect at the time of cancellation. This provision shall not apply to employees retiring prior to July 31, 2007 who have at least 30 years of service with the City.
- F) The medical and hospitalization benefits will be provided at the level in effect at the time the individual retires or becomes eligible to receive the benefits then they have retired under the deferred retirement in B) above, excluding prescription and drug benefits as stated in "D" above. Should the level of medical and hospitalization benefits provided to active employees change, the level of medical and hospitalization benefits provided to the retiree and eligible spouse shall remain unchanged.
- G) Employees Hired On or After January 1, 2008**
- H) Employees hired on or after January 1, 2008, will not be provided retiree hospitalization coverage or insurance.
- I) Effective January 1, 2008, all new hires and subsequently promoted into the Command bargaining unit will participate in an individual Retiree Health Saving (RHS) Plan in lieu of City-provided health Insurance. The City will contribute 2% of the gross base wage into the RHS plan and the Employee will contribute 1% of their gross base wage into the plan.
- J) The employee may add up to an additional 4% of his/her gross base wage to boost his/her balance. The City will not match this extra (up to 4%) contribution.

#### **Section 4. LIFE INSURANCE**

The City will provide a group life insurance policy based on 150% of the base pay of each permanent employee; said insurance to be rounded to the nearest \$1,000, and capped at \$100,000, and a group Accidental Death or Dismemberment policy of \$50,000. The City shall pay the premiums on the Life and AD&D policies. Employees covered by this contract may, if they so desire, sign an authorization card and be provided with an additional Four Thousand Dollars (\$4,000) of life insurance value to be paid at the employee's expense by payroll deductions.

Said policy shall be reduced to Seventy-five Hundred Dollars (\$7,500) upon retirement.

**Section 5. OPTICAL INSURANCE**

Each permanent, full-time employee will be provided with optical insurance under the BCBSM VSP plan, or the equivalent of such insurance.

**ARTICLE XVIII - SICK LEAVE**

**Section 1.**

Sick leave shall be credited at 6.67 hours per month, allowing ten (10) days maximum per year and a maximum accumulation of sixty (60) days.

**Section 2. SICK LEAVE CONTROL PROGRAM**

A sick leave control program shall be continued whereby all full time permanent employees shall be entitled to receive a proportionate amount of unused sick time accrual, subject to the following provisions:

1. Employees entitled to this benefit shall be required to have a sick leave bank amounting to sixty (60) days or four hundred eighty (480) hours on January 1st of each contract year.
2. Employees qualifying under the preceding section shall be paid 100% of unused sick leave earned during the preceding calendar year. Payment will be made May 15th for the unused sick days earned during the preceding calendar year.
3. Employees not having a sixty (60) day bank accumulation on January 1st of any contract year shall not be entitled to receive any benefit for that year.
- 4.
- 5.
6. The proportionate payment shall be computed by deducting any sick leave usage from the maximum ten (10) day benefit on an hour for hour basis. Payment shall be made on the basis of 100% of the unused sick leave as computed pursuant to this section.
7. In the event that any employee should die prior to May 15th of any calendar year and shall be entitled to receive a proportionate sick leave control payment, such benefit shall be paid to said employee's estate.
- 8.

Upon retirement, an employee will be paid for one half (1/2) of the days credited in his Sick Leave Bank. The maximum eligible sick leave bank is sixty (60) days (or 480 hours), so the maximum payment an employee may be eligible for is thirty (30) days (or 240 hours). This provision becomes effective on June 30, 2009.

9.

**Section 3. SICK LEAVE USAGE POLICY**

It is the joint goal of the City and the Union to reduce or eliminate any unauthorized or unnecessary sick leave among employees and to prevent any abuses of the sick leave program. In order to provide a viable policy as to the use of sick leave, the following guidelines are hereby placed into effect:

1. Whenever an employee shall call in sick in one day increments more than three (3) times in a six (6) month period, or six (6) times in a twelve (12) month period, unless good cause is shown as to why such usage is justified, then and in that event, such employee may be required to provide medical certification as to all future sick leave absences for the

following twelve (12) month period, as a condition precedent to be paid for such leave.

2. Whenever an employee is absent for a period in excess of three (3) consecutive working days, said employee may be required to provide medical certification as to his fitness to return to work. Such certification shall be at the employee's expense and from a doctor of the employee's choosing. Provided however, that where the department head may have personal knowledge or information concerning the employee's illness or injury, the requirement of medical certification may be waived by said department head.
3. Whenever any employee becomes ill or injured while in the employ of another employer or while the employee is self-employed, and such injury or illness is compensable under the Michigan Worker's Disability Compensation Act, then, and in such event, the employee shall not be eligible for sick leave benefits through the City. It shall be the obligation of the employee to immediately report any off-duty, employment related injuries or illness.
4. Employees shall not be entitled to sick leave when their absence is a direct result of abuse.
5. Employees shall not be permitted to substitute other types of leaves for sick leave unless specifically authorized by the department head.
6. In the event that a city physician shall deem an employee disabled or otherwise unfit for duty, and such determination is disputed by the employee, the employee may, at his own expense, employ a physician of his own choosing to make a determination as to his disability or unfitness for service. In the event that the employee's physician and the city's physician shall not agree as to disability, they shall jointly appoint another physician whose determination shall be final and binding on all parties. The expense of such physician shall be shared equally between the City and the employee.
7. **Sickness in Family:** Leave will be granted for the serious illness of any member of the employee's household. Leave shall be no longer than one (1) day, except, that the Chief of Police may grant a longer leave where circumstances warrant, or, in the alternative may authorize other leave to be used for this purpose.

NOTE: All other portions of sick leave policy shall remain in full force and effect.

**ARTICLE XIX - VACATION**

A) Effective July, 1989, the following vacation plan will apply:

<u>Service Years</u>	-	<u>Vacation Days</u>	-	<u>Service Years</u>	-	<u>Vacation Days</u>
1		5 duty days		8		24 duty days
2		10 duty days		10		28 duty days
5		20 duty days				

- B) Members of this bargaining unit will be allowed separate pick of vacation from uniformed officers. Vacations will, as far as possible, be granted at times most desired by employees but the final right to the allotment of vacation periods is exclusively reserved to the employer in order to secure the orderly operation of the City.
- C) **Vacation Accumulation:** Employees may accumulate and carry forward from one year to the next a total of three (3) times their total annual leave, provided however, as of June 30, 1996, no employee may accumulate more than twenty-eight (28) days of vacation. All employees with vacation accruals in excess of twenty-eight (28) days as of June 30, 1996 will receive payment for the excess days at the salary rates applicable at the time such excess time was accrued. After June 30, 1996, any accrued vacation at the time of retirement, will not exceed

twenty-eight (28) days and will be paid at time of retirement at salary rates then in effect. Accumulated vacation leave selection is not subject to seniority. Vacation for the current year is to be selected by seniority and accumulated vacation has lower priority. Accumulated vacation selections to be controlled by departmental regulations pertaining to the needs of the organization.

- D) Vacation leave cancelled by the department because of workload of the agency shall be compensated at double time.
- E) Annual vacation may be selected on the basis of rank, then seniority on the assigned shifts.

**ARTICLE XX - ADMINISTRATIVE LEAVE and PHYSICAL FITNESS PROGRAM**

**Section 1. Administrative Leave Time**

- A) Each employee of the bargaining unit will receive 80 hours of administrative leave time (ALT), which shall be expressly stated to be in lieu of personal leave time and additional time worked by supervisors in preparing for roll-call and for attending to administrative matters following the end of shift . While working under 12-hour shifts, employees will receive 60 hours of ALT per year.
- B) Such leave time shall be taken only upon the approval of the Chief and must be taken within the calendar year, or forfeited. The addition of such leave time to time "bank" may not be used for the purpose of the payment of overtime under any circumstances. Hardship cases are to be reviewed by the Chief.

**Section 2. Physical Fitness Incentive Program**

- A) A physical fitness test shall be administered once a year and shall be scheduled at the discretion of the Police Chief. All sworn personnel are eligible to participate in this voluntary incentive program. Only those officers who volunteer for the challenge shall be tested. Those who chose not to participate would not be disadvantaged in any way.
- B) The test program will utilize push-ups, sit-ups, and a 1.5 mile run to test, measure, and score body strength, endurance, and cardiovascular capacity. The officer's performance in these three events will determine the level of incentive earned.
- C) Officers attaining the goals set forth below in pushups, sit-ups, and the 1.5 mile run will be awarded days off (PF days) equal to the lowest level attained in any of the three categories, up to a maximum of three PF days.

Fitness Test Standards

Ages	<u>Pushups</u>		<u>Sit-ups</u>	<u>1.5 Mile Run (minutes)</u>		Level
	Men	Women	Wo/men	Men	Women	
20-35	60	40	60	10:30	11:30	3
	40	25	45	12:00	13:00	2
	25	12	34	13:30	14:30	1
36-49	50	30	46	11:15	12:15	3
	35	20	35	12:45	13:45	2
	21	10	28	14:30	15:30	1
50-60	40	20	36	13:00	14:00	3
	26	15	28	14:00	15:00	2

	16	8	22	15:00	16:00	1
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**ARTICLE XXI - HOLIDAYS**

Members of the bargaining unit shall receive holiday pay of 72 hours annually, or six (6) per month, for the twelve (12) city-recognized holidays which are set forth as follows:

- |                        |                     |                           |                    |
|------------------------|---------------------|---------------------------|--------------------|
| 1. New Year's Day      | 4. Good Friday      | 7. Labor Day              | 10. Christmas Eve  |
| 2. M.L.King's Birthday | 5. Memorial Day     | 8. Thanksgiving           | 11. Christmas Day  |
| 3. President's Day     | 6. Independence Day | 9. Day after Thanksgiving | 12. New Year's Eve |

The holiday pay schedule shall be as follows:

Rank	FYE- 2013	
	Start	1 yr.
Sergeant	2,371	2,514
Lieutenant	2,586	2,741

An employee may request that the equivalent of sixteen (16) hours of the remuneration to be received as holiday pay be converted to time off.

Upon retirement, the holiday pay shall be pro-rated on the basis of one-twelfth (1/12) of the total for each month's work, or six (6) hours per month.

Holiday Pay covers the period from January through December and will be paid at the same time as the second regular pay in November.

Members will receive a one-time Holiday Pay without precedence in the amount of \$750.00 on the first paycheck in July of 2012.

Holiday pay will be pro-rated on a monthly basis and earned on a monthly basis as well. Employees must be in a paid status for the entire month in order to get credit for that month. Any employee suspended for thirty (30) or more consecutive days of a calendar month will not receive credit for the Holiday Pay for that month. This pro-ration does not apply to approved sick time or leaves of absence that are approved and designated as Family Medical Leave in accordance with the Act.

**ARTICLE XXII - RETIREMENT**

**Section 1. NORMAL RETIREMENT**

Normal retirement is defined as 25 years of service under the Defined Benefit (DB) Plan or the Defined Contribution (DC) Plan.

**Section 2. DEFINED BENEFIT PLAN**

The Defined Benefit pension plan is set forth in detail in Chapter XIX(B), as amended, in the Charter of the City of Ferndale. Only employees hired before July 1, 1998, are eligible to participate in the Police/Fire Retirement System.

**A.** Members of the Association will be entitled to a non-contributory pension, in accordance with the following.

**B. Ten Year Vesting**

Members of the bargaining unit shall have vested rights in the retirement system upon the completion of ten (10) years of service, provided however, that such members would not be eligible to draw a pension until attaining the age of 50 years.

For duty and non-duty deaths, the surviving spouse of an employee with a minimum of ten

(10) years of service, shall be entitled to a straight life pension actuarially reduced in accordance with an Option II election.

**C. Maximum Retirement Service Credits**

Members of this bargaining unit shall be limited to maximum retirement service credit years as follows: 7-1-80: 27 years, 7-1-82: 29 years, 7-1-81: 28 years, 7-1-83: 30 years. The annuity factor used in computing retirement benefits for a straight life pension shall remain at 2%. The "70%" cap on pension benefits shall not apply to pensions computed under this section.

**D. Annuity Factor and Employee Contributions**

All other provisions concerning pension matters provided for in the City Charter, or present labor agreement, remain unchanged.

Effective July 1, 1983 employee contribution for the 2.25% annuity factor shall be reduced from three (3) percent to one (1) percent and effective July 1, 1984 shall be reduced to zero (0) percent.

Effective July 1, 1987, the annuity factor shall be increased from 2.25% to 2.5%. This factor will be applied to a maximum of thirty (30) years of service with a cap of seventy-five (75%) percent of the final average compensation. The employees agree to pay the cost of the increased annuity factor (2.5%), reduced by 0.5% effective July 1, 1994, reduced by a total of 1.0% effective July 1, 1995, and reduced by a total of 1.5% effective July 1, 1996.

Effective December 31, 1998, contribution towards the 2.5% annuity factor shall be fixed at 1.6%.

Employees shall be given until March 31, 1999 to elect a 3% annuity factor for the first twenty-five (25) years of service, with a 1% factor for each additional year up to a maximum of thirty (30) years, for a maximum of 80% of FAC. Employee Contribution towards the 3% annuity factor shall be fixed at 5.35%.

**E. Annuity Withdrawal**

Effective July 1, 1987, the employees will be granted the option of annuity withdrawal, that is, such withdrawal will be allowed at the time of retirement. If an employee elects to withdraw his contributions, he will receive a reduced pension benefit.

**F. Military Service Buy Back**

Command Officers employed as of July 1, 1991 may purchase up to two (2) years of prior military or city service time, which will be credited for retirement purposes. If time is purchased, payment shall be via either a lump-sum payment or payroll deduction, with full payment to be made by the time of retirement or departure from the department. Any time purchased shall only be used for retirement purposes. The procedure for application for purchase of military or city service time will be set forth in a Letter of Understanding. Employees hired after July 1, 1991 may purchase up to two (2) years of military or city service time for retirement purposes, so long as the purchase is made within two (2) years of hire as a member of the department. It is understood that the maximum number of years an employee can purchase for retirement purposes while employed by the City is two (2).

**G. Pop-up Provision**

Employee shall have the right at retirement to make an election under Option 2 (100% Survivor) or Option 3 (50% Survivor) that will allow the employee to revert (or "pop-up")

to a straight-life pension contingent upon the death of the employee's named beneficiary. The cost for this election shall be determined by the City's actuary at the time of retirement.

**H. Disability Retirement**

Duty or non-duty disability pensions shall be calculated at the rank the member holds at the time of disability, and at the applicable annuity factor that the member was contributing towards at the time of disability.

**Section 3. DEFINED CONTRIBUTION PLAN**

The Defined Contribution (DC) Plan is set forth in detail in the Resolution adopted by Council on June 24, 1996, as amended. All employees hired after July 1, 1998, are covered under the DC Plan. The DC plan is elective for employees hired before July 1, 1998.

**A. Contribution Rates**

1. Hired Before January 1, 2008 and subsequently promoted into the bargaining unit, The City will contribute 9% of pension gross to the employee's defined contribution account. The City will contribute an additional 3% of pension gross to the employee's defined contribution account for employees making a mandatory 3% contribution. Effective with the first pay period in January, 2007, all individuals in the Defined Contribution Plan will be required to contribute 5.35% of their wages into the Defined Contribution Plan. Effective with the first pay period in January, 2007, the employer will be required to contribute 14% of the employee's wage into the Defined Contribution Plan.
2. Hired on or after January 1, 2008 and subsequently promoted into the bargaining unit, the City's contribution rate will be 12% of pension gross to each member's defined contribution account with the employee contributing a mandatory 3% of pension gross to his/her account. (JCH note – this is the same language in Patrol along with the RHS retiree medical plan)

**B. Vesting Schedule**

Employees hired after July 1, 1998 shall be 50% vested at three (3) years, 75% vested at four (4) years, and 100% at five (5) years. Employees hired before July 1, 1998 electing to convert to the DC shall be immediately vested.

**C. Conversion**

Employees hired before July 1, 1998 will be given through March 31, 1999, to opt out of the pension plan in Section 1 and elect participation in the Defined Contribution (DC) Plan. Employees electing to convert to the DC plan shall have the actuarially-determined value of their Section 1 pension as of December 31, 1998 rolled over into the DC plan.

**D. Purchase of City Service Time**

Employees hired before July 1, 1998 will be given through March 31, 1999, to elect the purchase of non-police City service time. The cost of the purchase shall be 3% of the employee's 1998 pension gross. Employees shall receive a 9% City match on the time purchased.

**E. Disability Pension**

**1. General**

- a) Duty or non-duty disability pensions are granted upon application of a member, or the department head, provided that, after a medical examination of the member made by or

under the direction of the medical director, the medical director certifies to the City Manager (a) that the member is mentally or physically totally disabled for duty in the employ of the City, (b) that such disability will probably be permanent, and (c) that the member should be retired.

- b) Hospitalization coverage will be continued for an employee while on duty or non-duty disability, subject to the provisions of Article XVII, Section 3. Retiree Hospitalization.
- c) Routine evaluations of the employee's disability may be made annually, at the City's discretion and expense, until the employee attains age 55, to determine the disabled employee's fitness to return to duty. Should an employee provide medical evidence from a physician which disagrees with the City's physician, a third and final doctor will be selected at the City's expense to determine their eligibility for disability.

**2. Duty Disability**

- a) When, as a result of a service-connected permanent disability, an employee is precluded from performing as an active member of the City's work force, such employee shall be paid an annual disability benefit equal to 75% of the final average compensation earned as of the effective date of the employee's disability. The City's liability for the disability benefit shall be offset by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service.
- b) Upon the employee's disability-related separation from service, the employee will elect whether to draw on the balance in the DC account to supplement the employee's net disability pay.

**3. Non-Duty Disability**

- a) When, as a result of a non-duty permanent disability, an employee with ten (10) or more years of credited service is precluded from performing as an active member of the City's work force, such employee shall be paid an annual disability benefit equal to 3% of the final average compensation for each year of service up to a maximum of 75%. The City's liability for the disability benefit shall be offset by the lifetime annuity value of the employee's 401(a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service.
- b) Upon the employee's disability-related separation from service, the employee will elect whether to draw on the balance in the DC account to supplement the employee's net disability pay.

**Section 4. DEFERRED INCOME PLAN**

The parties have agreed that the members of the bargaining unit shall be able to, on an optional basis, participate in the deferred income plan identified as the ICMA-RC Program.

**ARTICLE XXIII - DUTY DISABILITY**

The provisions of the Workers' Compensation Act of the State of Michigan shall apply to all accidents and injuries to employees in their line of duty.

**INITIAL STEP: RESPONSIBILITY OF EMPLOYEES**

All injuries, no matter how slight, must be reported the day the injury occurs, either to the employer, immediate supervisor, or department head.

In case of compensable injuries, an employee is required to go to doctors designated by the

City or its insurance carriers. The provisions of the Workers' Compensation Act of the State of Michigan shall apply to all injuries and accidents to employees in their line of duty.

The first one-hundred fifty (150) days of an employee's absence as a result of a compensable injury sustained in the line of duty will not be deducted from the employee's sick bank and will be compensated at full pay.

After one-hundred fifty (150) days have expired, the City will pay the full salary of the employee, at his option, which shall be pro-rated between the sick leave bank and the Workers' Compensation payments. Sick time and Workers' Compensation will continue until banked sick time of the employee runs out. Employee will, during this time, be issued two (2) separate paychecks:

- 1) Workers' Compensation Check.
- 2) Regular paycheck making up difference between Workers' Compensation payment and full pay.

The employee's banked time shall be charged at the same percentage rate as is the City's contribution to the employee's full pay.

**NOTE:** Workers' Compensation monies received are NOT listed as income whenever City figures Federal Income and State Income taxes. Workers' Compensation money is also NOT figured as part of pension.

ALSO, NO deduction of any kind can be taken out of Workers' Compensation checks, such as Co-op deductions, union dues, etc.

Sick leave and Workers' Compensation will continue until an individual's banked sick time runs out. Workers' Compensation then continues alone, except that during the time an employee is off, he/she shall be credited with current monthly sick leave accrued.

#### **ARTICLE XXIV - TUITION REIMBURSEMENT PLAN**

Members of the Association shall be entitled to reimbursement for college courses taken in which the officer receives at least the grade of "C" for the course intended. The amount of the reimbursement shall not exceed \$750 per fiscal year which is to include books and tuition. Additionally, all books which are purchased by the City through this program shall be the property of the City or may be purchased by the Police Officer. Reimbursement is limited to courses which relate to work in the police career path and is capped at the completion of a Masters program.

In the event that the recipient should terminate employment, other than for retirement, within one (1) year that such amount was received, the employee shall be required to reimburse the City for the full payment.

It is further understood and agreed that the educational courses undertaken by the officer must follow a career path and that any lateral changes in the degree program pursued which are not approved by the Chief of Police may result in disqualification for the Tuition Reimbursement Plan.

#### **ARTICLE XXV - WAGES**

The wages to be paid under the terms of this Agreement shall be based upon a differential of the patrolman's base wage excluding overtime and fringe benefits. The differentials established for

members of the Association shall be as follows:

<u>Rank</u>	<b>Differential</b>	<u>As of 7/1/88</u>
Patrolman		100%
Sergeant		121.65%
Lieutenant		132.65%

The salary schedule shall be as follows:

<i>July 1, 2012 – June 30, 2013</i>	Start	1yr.
Sergeant	68,507	72,617
Lieutenant	74,701	79,184

In the event the wage increases reflect a wage less than the differential as prescribed within the provision, then the differential shall prevail and the greater amount shall become effective.

- A. Direct Deposit - Employees will be required to have mandatory Direct Deposit of their paychecks consistent with State Law.
- B. Me too clause for any economic benefit agreed to with the Patrol unit should the contract for the Patrol unit extend for a 1-year term.

**WORKING OUT OF CLASSIFICATION**

It is further agreed by the parties that out of class pay shall be paid to a Sergeant who performs in a Lieutenant's position for thirty (30) consecutive days. It is recognized by the parties, however, that excluded from this provision will be times when lieutenants are either off for vacation, sickness or training.

Effective December 8, 1986, out of class pay shall be paid to a Lieutenant who performs as a Captain for a period in excess of sixty (60) days; and he shall, on the sixty-first day, receive retroactive adjustment in rate back to the thirty-first day at the higher wage rate. That method of payment would continue beyond the sixty-first day for whatever period would be assigned.

**UNIFORM ALLOWANCE**

Members of the Association shall receive an annual uniform allowance equal to that paid to members of the Patrol and Detectives Association. The amount will be \$700 for uniformed officers and \$700 for plainclothes officers.

The foregoing amounts are to be paid in cash with 50% being paid at the same time as the first regular pay in July (covers the period from July through December) and 50% being paid at the same time as the first regular pay in January (covers the period from January through June). Members of the Association will continue to report for duty in a clean and well-maintained uniform.

**CLEANING ALLOWANCE**

Members of the Association shall be provided with a cleaning allowance equal to that provided to Patrolmen and Detectives. The cleaning allowance in the fiscal year is stipulated to be \$350. The cleaning allowance shall be paid in a lump sum at the same time as the first regular pay in June.

**PAY PERIODS**

Pay shall be made on a bi-weekly payment system.

**ARTICLE XXVI - MEDICAL EXAMINATIONS**

It shall be the responsibility of each member of the Ferndale Police Department to keep himself in the proper physical condition to enable him to carry out normal functions of a police officer. The Chief of Police may, at any time, request a physical examination of any police officer. An officer refusing to take a physical examination when so requested will be summarily suspended, without pay, until the physical examination has been completed.

The cost of any examination ordered by the City shall be paid by the City. The results of such examination shall be made available to the officer or his own physician, in addition to the City. The results of said examination shall not be made available to any other person except by written authorization executed by the officer.

A policy has been agreed to by the parties for random drug testing.

**ARTICLE XXVII - SPECIAL CONFERENCES**

**Section 1.**

There shall be established under this Article a closed forum, hereinafter called "special conference", for the purpose of improving employer-employee relationships. It is understood by the parties, however, that the special conference is not to be construed or utilized for either the purpose of negotiations or for the purpose of pursuing a grievance.

**Section 2.**

Special conferences will be arranged between the Local Union President and the Employer, or its designated representatives, by mutual consent of the parties. Such conferences shall be between no more than three representatives of the employer and no more than three representatives of the Union (a Council representative and/or a representative of Union may be present at such conference), unless mutually agreed to permit additional participants. Arrangements for the conference shall be made in advance and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. Matters taken up at a special conference shall be confined to those included in the agenda. If the special conference takes place during an employee's working hours, he shall not lose time or pay for reasonable time spent in such special conference. The names of the persons to be present shall be submitted prior to the conference.

**ARTICLE XXVIII - TERMINATION, RENEWAL AND MODIFICATION**

**Section 1.** Except as otherwise provided, this Agreement shall remain in full force and effect from July 1, 2012 until midnight June 30, 2013, provided that all the provisions herein shall continue to operate unless notice of termination, or of desire to modify or change this Agreement is given in writing by either party at least **120 days** before the expiration date.

**Section 2.** The parties, in recognition of the fact that vital services are involved, agree that this Agreement shall remain in full force and effect until a new agreement is negotiated, signed and ratified by the parties hereto.

**Section 3.** Upon notice of intent to negotiate, both parties must immediately enter into collective bargaining for the purpose of arriving at a just settlement of all issues by June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ A. D., 2012.

FOR THE POLICE OFFICERS LABOR COUNCIL

FOR THE CITY OF FERNDALE

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Clerk

\_\_\_\_\_

Date

\_\_\_\_\_

Date

LETTER OF INTENT NO. 1

The parties during the 1993-1996 contract negotiations agreed that the City will grant a command officer's time off request provided that when and if the sick incident occurs, Command at its discretion, may work one person below minimum strength before calling in a replacement on an overtime basis. The above procedure is contingent on there being a command officer on duty when the sick incident occurs.

FOR THE FRATERNAL ORDER  
OF POLICE LABOR COUNCIL

FOR THE CITY OF FERNDALE

*William J. Wilson*

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*Robert G. Porter*

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Mayor

*Brian Czajkowski*

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*Sharon Szalma*

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City Clerk

*5/15/07 jch*

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*05-16-07*

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Date

Date

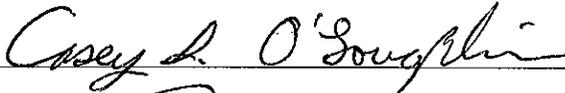
**Section 2.** The parties, in recognition of the fact that vital services are involved, agree that this Agreement shall remain in full force and effect until a new agreement is negotiated, signed and ratified by the parties hereto.

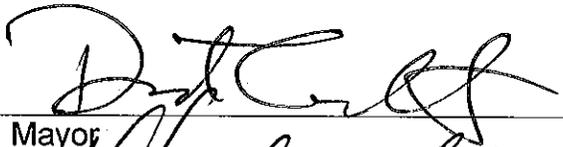
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IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this \_\_\_ day of \_\_\_\_\_ A. D., 2012.

FOR THE POLICE OFFICERS LABOR COUNCIL

FOR THE CITY OF FERNDALE





Mayor





City Clerk

07-11-12

7-23-12

Date

Date