

LABOR AGREEMENT  
BETWEEN  
CITY OF FERNDALE  
AND  
POLICE OFFICERS  
JULY 1, 2012 - JUNE 30, 2013

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**POLICE PATROL CONTRACT**  
Effective July 1, 2012 - Expiring June 30, 2013

**AGREEMENT**

This Agreement made and entered into at Ferndale, Michigan, this 18th day of May, 2012 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 Officers Association ["FPOA"], and it's certified bargaining agent, the Fraternal Order of Police Labor Council ["FOPLC"] hereinafter referred to collectively as the "Union" or "Association" as defined in Article III, "Definitions."

**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 membership of the Fraternal Order of Police Labor Council, 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 Union as the exclusive representative for the purpose of collective bargaining of all employees of the employer included in the bargaining unit which are all patrolmen, meter patrolmen, traffic control officers, detectives, specialists, and police dispatchers, excluding all supervisors, 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.

**Section 3.**

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

**Section 4.**

The cost of the printing and distribution of this Agreement shall be paid for by the City.

**Section 5.**

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

**Section 6.**

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

**Section 7.**

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 II - REPRESENTATION**

**Section 1.**

- A. The employees shall be represented by a committee of five (5) 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.
- B. Promptly following the effective date of this Agreement, the Union 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, from time to time, 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 Union, or because of his acting as an officer or in any other capacity on behalf of the Union.
- B. The parties recognize that the Employer and the Union are legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs, handicapped condition or marital status as provided by State and Federal laws as amended, except where based on a bona fide occupational qualification.
- C. Allegations by an employee of any violation of this section are deemed separate and apart from this collective bargaining agreement; and the employee may pursue such allegation at law as provided in Article XI, §2(6).

### 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 department.
3. The term "**patrol division**", when used hereinafter, shall mean the officers assigned to patrol operations and other bureaus assigned to the patrol division.
4. The term "**detective division**", when used hereinafter, shall mean those employees assigned to the detective division.
5. "**Seniority**", when used hereinafter, shall be defined as the continuous length of employment in the police department as a sworn officer.
6. "**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.
7. "**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.
8. "**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.
9. "**The Civil Service Board**", when used hereinafter, shall refer to the Civil Service Board for the City of Ferndale.
10. "**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.
11. The "**normal work week**", when used hereinafter, shall be defined as a workweek consistent with that set forth in the work schedule. Ordinarily, this shall consist of eight (8) hour days on either the 6-on/2-off or 6-on/4-off pattern. *RE-DEFINE THIS TO INCLUDE THE CURRENT UNDERSTANDING FOR 12-HOUR SHIFTS FOR PATROL – LEAVE THIS LANGUAGE FOR THOSE OFFICERS STILL WORKING 8-HOUR SHIFTS*
12. "**Callback**", when used hereinafter, shall be defined as any time that an officer is called back to duty by a superior officer, or their designee, during such time as the officers shall be off-duty.
13. "**Standby**", when used hereinafter, shall refer to any period of time that an officer is ordered by his superior officer, or designee, to remain available for instant callback to duty during such time as the officer is off-duty.

14. **"Pension plan"**, when used hereinafter, shall refer to the City of Ferndale Police and Fire Retirement System, including any modifications of said system through the collective bargaining agreement.
15. **"Union"** and/or **"Association"** when used hereinafter refers jointly to the Ferndale Police Officers Association and the Fraternal Order of Police Labor Council.

#### **ARTICLE IV - JOINT RESPONSIBILITIES**

##### **Section 1. No Strike - No Lockout**

- A. Under no circumstances will the Union cause or authorize or permit 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 Union will not permit any curtailment of Police services by failure to report to work, by either feigned or pretense of illness. In the event of a work stoppage or other curtailment of production, the City shall not negotiate on the merits of the dispute that gave rise to the stoppage or curtailment until same is ceased.
- B. In the event of a work stoppage, or other curtailment, the Union shall, at the earliest possible time, 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 Union shall interfere with, restrain, or coerce employees either to join or refrain from joining the Union.

#### **ARTICLE V - UNION DUES AND INITIATION FEES**

##### **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 Fraternal Order of Police 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 Union membership dues levied in accordance with the Constitution and By-Laws of the Union 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.

**FRATERNAL ORDER OF POLICE LABOR COUNCIL**  
**AUTHORIZATION FOR PAYROLL DEDUCTION**

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

*The amount deducted shall be paid to the treasurer of Fraternal Order of Police Labor Council.*

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

*(This space reserved for additional information when required.)*

*Employee's Signature* \_\_\_\_\_ .

*Street Address* \_\_\_\_\_ *City, State, Zip* \_\_\_\_\_ .

**ARTICLE VI - UNION SECURITY**

**Section 1. Membership and Dues**

It shall be a condition of continued employment after thirty (30) days of service that all employees covered by this Agreement shall either maintain membership in the association by paying the union dues, initiation fees and assessments, if any, or a collective bargaining fee at least equivalent to the union dues, initiation fees and assessments, if any, for the cost of negotiating and administering this Agreement. Any employee who has failed to either maintain membership or pay their required collective bargaining service fee for a period of forty-five (45) days shall not be retained by the City; provided, however, no employee shall be terminated under this provision unless:

1. The association has notified the employee by a letter addressed to his or her last known address, with a copy to the City, indicating he or she has been delinquent for forty-five (45) days in payment, specifying the current amount of delinquency and warning the employee that unless the amount is tendered within ten (10) calendar days of the date of the letter, he or she will be reported to the City for termination from employment; and,
2. The association shall furnish the City with written proof that the foregoing procedure has been followed and shall supply the City with a copy of the notice to the

employee. The association shall further provide the City, after the ten (10) days notice, with written demand that the employee be discharged in accordance with this provision and provide the City an affidavit signed by the association treasurer certifying that the amount of delinquency does not exceed the union dues, initiation fees and assessments, if any, or collective bargaining service fee for the cost of administering and negotiating this Agreement.

All sums deducted from an employee's pay as provided for in this Agreement shall be forwarded by the City to the treasurer of Fraternal Order of Police Labor Council and shall be made payable to the order of the Fraternal Order of Police. 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.

## **Section 2. Representation of Probationary Employees**

Probationary employees shall be represented by the Union for matters concerning wages and fringe benefits. It is the understanding that the work of a probationary officer shall be under the close scrutiny of the department and if found to be below the standards satisfactory to the appointing authority, the probationary officer may be discharged. It is agreed and understood that the Union will not represent any probationary officer concerning actions taken by the department relating to assignments, scheduling, amount of overtime worked, work performance or termination of employment. Union representation shall be afforded by the Union solely as to disputes over pay, fringe benefits and, once the officer is permitted to work alone, then as to disputes as to the equitable distribution of overtime.

## **ARTICLE VII - SENIORITY**

### **Section 1.**

Seniority, as defined in this Agreement, shall accrue to permanent full-time, certified sworn employees and shall be based upon total continuous service with the Ferndale Police Department. Approved leaves-of-absence without pay and layoffs shall not be cause for loss of seniority. Provided, however, that such laid off employees, or employees on leave without pay, excepting those employees on leave for military service, shall not accrue seniority during their actual period of layoff or leave. In computing the length of employment in the department, time spent apart from employment in the department due to resignation, discharge, suspension and layoff, shall not be included in such computation of length of employment in the department service.

Each new officer, upon the completion of the probationary period, which shall not be less than one (1) year duration, shall be placed on the seniority list, as provided for in Section 2 of this Article, and seniority shall accrue from the employee's first day of employment with the City, as a police officer.

### **Section 2.**

A current seniority list will be maintained by the employer. A copy of the seniority list will be furnished to the Union committee.

**Section 3. Job Posting**

- A. The Chief of Police shall appoint all detectives and specialists. Such appointment shall be made on the basis of ability and merit.
- B. The Police Chief continues to retain the right to assign.
- C. The employee promoted will serve a one (1) year probationary period and, if that person's performance is deemed unsatisfactory, that person shall be reassigned to the patrol division.

**Section 4. Loss of Seniority**

An employee shall lose seniority for the following reasons:

- 1. The employee quits or retires. Provided, however, that with respect to such 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. The employee 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 and such disciplinary action is not reversed through the procedures set forth in this Agreement.
- 3. The employee is absent for one (1) work day without notifying the City or having a justifiable reason for his absence.
- 4. The employee gives a false reason to obtain a leave or if he fails to return to work upon termination of any leave of absence.
- 5. The employee is laid off for a period equal to his seniority at the time of layoff or three (3) years, whichever is lesser.
- 6. Separation upon settlement covering total disability.
- 7. The employee is absent for two (2) consecutive working days which may be considered as a voluntary quit without notifying the employer. In proper cases, exception may be made upon the employee producing convincing proof of his inability to give such notice. In such absence, the employer shall send a certified written notification to the employee at the employee's last known address that because of his unexcused absence he has voluntarily quit the department and is no longer in the employ of the City.

**Section 5. Retention of Seniority Upon Promotion**

Any employee who is promoted from this bargaining unit to the Ferndale Command Officers' bargaining unit shall retain departmental seniority for the purposes of layoff. Any employee who is promoted or transferred out of the bargaining unit to any civilian job with the City of Ferndale shall retain his seniority under this Agreement for a period equal to the employee's seniority at the time of such transfer or three (3) years, whichever is the less, in the event he the employee is returned by the City to the bargaining unit.

**ARTICLE VIII - GENERAL PROVISIONS**

**Section I.**

The City will provide a form for reporting needed repairs of equipment, as currently provided for. The Union may request a conference with the Chief as to any problems concerning equipment repairs.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

The Employer agrees that the same right to re-employment which the law affords to selective service employees inducted into the Armed Services 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 5.**

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 6.**

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. However, the City is not compelled to defend an employee for false arrest or detention actions if the employee was motivated by an unlawful intent or gross negligence.

It is further agreed and understood by the parties that the City of Ferndale, or its agents, will defend members of the Ferndale Police Officers Association from civil process which occurs as a result of the officer performing his duty. However, this is contingent upon the officer's obeying Federal, State, and local laws, as well as departmental rules and regulations.

**Section 10.**

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 the employee's *immediate* supervisor. Any change in such status must be reported immediately to the employee's *immediate* supervisor. Failure to provide proof or report a status change may result in discipline.

**Section 11.**

Each employee shall be responsible for notifying the City, on "membership and record change" forms, of any change in dependency or beneficiary coverage, within thirty (30) days of said changes for hospitalization and insurance purposes.

**Section 12.**

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.

**Section 13.**

The parties agree to meet during the term of this Agreement and negotiate in good faith concerning a physical fitness program. It is understood that any program which may be agreed to will be non-punitive. No program will take effect unless by mutual consent.

**Section 14. - Educational Training**

All officers shall be given 24 hours advance notice of educational training. If an officer is not given 24 hours advance notice of the training session, he may, at his discretion, refuse to attend that training session.

**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 is 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**

If any condition arises which necessitates a reduction in force in the Union, such reduction shall be made in the first instance by laying off probationary employees in the inverse order of their seniority.

If a further reduction in force is required, seniority will be the determining factor in such layoffs.

**Section 3. Notice of Layoff**

The City shall notify affected employees within the bargaining unit fifteen (15) 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**

Recall will be made by certified mail to the last address in the employee's record. Employees who decline the recall or who, in the absence of extenuating circumstances, fail to respond as directed within two (2) weeks of the notice of recall shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility list. Reasonable extensions of this period of time for good cause may be granted by the employer.

**Section 6.**

An officer who has been laid off and who receives a Court or Department notice to appear in court to give testimony in a matter in which the officer was directly involved while actively employed by the City of Ferndale shall be compensated in accordance with **Article XIV, §9** of this Agreement.

**ARTICLE X - 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 is solely a 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 XI - GRIEVANCE PROCEDURE**

### **Section I.**

- A. A dispute shall mean a complaint by the Union and/or an employee or group of employees based upon an event, condition or circumstance under which an employee works which is allegedly caused by violation or misinterpretation of any of the provisions of this Agreement.
- B. The primary purpose of the procedure set forth in this section is to secure, at the earliest possible level, equitable solutions of complaints or grievances. Both parties agree that proceedings under this section shall be kept as informal and confidential as may be appropriate.
- C. It shall be the firm policy of the Employer to assure to every employee an opportunity to have the unobstructed use of this resolution of disputes procedure without fear of reprisal or without prejudice in any manner to his employment status.

### **Section 2.**

#### **Step 1.**

- A) All disputes taken up with the immediate supervisor within ten (10) business days (Monday through Friday) after the aggrieved or the Union acquires knowledge of the incident giving rise to the dispute shall be entitled to consideration.
- B) An employee having a dispute shall first take the matter up with his immediate supervisor except in those occasions when the alleged grievance is against the immediate supervisor, wherein those grievances will be filed with the next higher officer in the chain of command with or without the employee's Union representative present, as the employee's option. If the dispute is not settled to the satisfaction of all concerned within ten (10) business days, the dispute shall be submitted to Step 2 of the procedure.

#### **Step 2.**

If a satisfactory settlement is not reached in Step 1 (b), the employee may, within seven (7) calendar days, file the complaint in writing to the Chief of Police for review. The Chief of Police shall furnish a written answer within seven (7) calendar days.

#### **Step 3.**

In the event the dispute is not settled in Step 2, the Union, through its Secretary or President, shall have thirty (30) 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 appeal 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 thirty (30) days after receipt of the disposition at Step 2 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 arbitrator shall be selected in accordance with the rules, regulations and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties.
    - . The arbitrator may not add to, subtract from, change or amend any terms of this Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.
    - . The expense of such impartial arbitrator shall be borne equally by the Employer and the Union.
    - . In those arbitrations involving discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline is for just cause. The arbitrator may review the penalty imposed and is empowered to determine if the penalty is appropriate or unduly severe and he may modify it accordingly.
    - . The arbitrator shall have authority, in discharge and discipline cases, to order payment of back wages and compensation for employees which the employees would otherwise have received.
    - . The arbitrator shall expressly be without power and authority to make any decision:
      - a) 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 of Act 336, as amended by Act 379 of the Public Acts of 1965.
      - b) Granting any wage increase or decrease.
      - c) Establishing, deleting, or altering job description and position classifications.
      - d) Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
    - . No settlement in any stage of the grievance procedure, except in arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceedings.
    - . The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.
    - . There shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee

or employees, and on the Union. The arbitrator shall submit his decision in writing within thirty (30) days after the conclusion of the hearings.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

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 could have been made the subject of discussion. The arbitration forum is established to resolve disputes between the parties only over the interpretation or application of matters which are specifically covered in this contract and any supplemental agreements which are, or may become, part of this Agreement and are not excluded from arbitration. All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor relations rules of the American Arbitration Association.

3. Any dispute not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered dropped.
4. In those cases wherein the Employer or Representative has failed to answer any step or steps of the grievance procedure, on two (2) or more occasions, within the time limits as set forth in this Agreement without obtaining an extension, that grievance will be automatically granted.
5. Any step which is required to be answered within a specified time can be extended by mutual agreement of the parties, which agreement, if made other than before the arbitrator, shall be in writing. If made before the arbitrator it may be verbal, but shall be noted as part of the minutes of all proceedings involving the grievance.
6. The grievance procedure provided in this Agreement shall be the exclusive remedy available to the employee and the Union as to matters involving the interpretation or application of this Agreement. Individual employees may however exercise their individual rights that may be afforded to them under state or federal employment laws.
7. In terminal actions where the Union chooses to defend the employee involved, the actions will be started in Step 2 of the above grievance procedure.

### **Section 3.**

Authorized Union Stewards shall be paid for time lost during working hours in attending a grievance meeting with department representatives. A union steward will be permitted to leave his job, upon request, and after receiving approval by his supervisor for the purpose of investigating a grievance in his assigned area. The steward shall report to the immediate supervisor upon completion of the Steward's investigation and, if the Steward goes into the department of another supervisor, the Steward must first notify such supervisor of his presence. This right to receive pay for time lost shall not be abused. The department will furnish cards for the maintenance of records of the time spent hereunder.

### **Section 4.**

Any complaints involving discharge or disciplinary action must be filed in writing within seven (7) calendar days, and the Chief of Police shall render a decision within seven (7) calendar days of its receipt.

**Section 5.**

Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the department in 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 less any compensation he may have received from any source of employment during the period in question, but the officer shall not be required to offset pay received in excess of forty (40) hours per week.

**Section 7.**

Notices of disciplinary and discharge action and the reasons therefor shall be followed by the procedure set forth in this Agreement.

**Section 8.**

An agreement reached between the Chief of Police and the bargaining committee is binding upon all employees affected and cannot be changed by any individual.

**ARTICLE XII - 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 the City has reasonable suspicion to believe that a crime has been committed, and the bargaining unit member is more than a witness to the event under investigation, the City shall issue a *Garrity* warning on the form agreed to by the City and

Union, and signed by the City, the officer being ordered to prepare the report, and the officer's Union steward.

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 when requested shall 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, the officer shall be given a copy of written and signed charges stating the charges and specifications and advising the officer of the right 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 during every stage of the disciplinary process.
- C. Before any disciplinary action is taken against an employee, that employee shall be given an opportunity to state the officer's position and offer any supporting evidence immediately available to the officer's 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 a written reprimand, is required to acknowledge notice of said reprimand by signing the notice. The signature of an employee on a written reprimand is not to be construed as an agreement with the charges but is to be considered only that the employee 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 the facts alleged be true, the employee would 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.
  2. Before being interrogated or required to make any statements, the employee 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 in compliance with The Disclosures by Law Enforcement Officers Act, MCL 15, 391-395.
  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 A.1. 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 of representation by the Union at every stage of the proceeding. No charges shall be made against the employee and no written statement shall be taken from the employee except under the following conditions:
1. The employee shall be given a written summary of charges.
  2. Before being interrogated or required to make any statements, the employee 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 in compliance with the Disclosures by Law Enforcement Officers Act, MCL 15.391-395.
  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, the officer 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 the 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 expungement 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.

**Section 11.**

The Department will implement a drug testing policy.

**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 one year, provided that said employee has filed a written application with the Civil Service Board. No leave of absence shall be granted to any employee with less than one 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 in 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 purpose of this contract, a "reasonable period" shall be defined as three (3) working days (based upon an employee's normally scheduled workday. i.e. if a normally scheduled workday is 12 hours, the employee would receive three (3) 12 hour days paid funeral leave) provided that the funeral is to be held at a distance of less than 200 miles or more from the City of Ferndale, a maximum up to five (5) working 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 employee's spouse, or other relative living in the same household. Provided however, that in the case of the death of the employee's spouse or child that the department may grant, at its discretion, such additional time as may be necessary to wind up personal affairs arising out of such death.

**Section 4.**

Failure of an employee to report immediately at 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 granting 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 action shall be without pay and the employee may be subject to disciplinary action. Any employee being absent for one (1) working day shall be subject to disciplinary action. Any employee being absent three (3) consecutive days 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 officer in charge of the desk at least one (1) hour before the start of his shift.

**Section 6. Union Leave**

Any employee elected or appointed as a Union Officer, or as a delegate to any labor activity necessitating a leave of absence, shall be granted such a leave of absence without pay for a period not to exceed one (1) year as the employee holds union 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 from the bargaining

unit may be off on this type of leave of absence at any time, and that no more than one such leave shall be granted to any individual.

**Section 7. Family and Medical Leave Act**

Effective August 5, 1993, an employee with one (1) year seniority and who has worked at least 1250 hours during the past year, may be granted an unpaid leave of up to twelve (12) weeks for one of the following:

- Birth of a child.
- Placement of child for adoption or foster care.
- Caring for a spouse, child or parent with serious health condition.
- Serious health condition of the employee.

Employees taking a family and/or medical leave under the Act will be required to give Management thirty (30) days notice when possible, and will be allowed to use up accrued sick leave, if approved by the Chief. Use of any other paid time off such as personal days and vacation will be at the discretion of the employer.

**ARTICLE XIV - HOURS OF WORK**

**Section 1. Overtime**

Employees will be paid time and one half for all work in excess of eight (8) 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.

Should the City re-implement the 15-minute show-up time before the start of each shift, the officers shall be paid at the regular starting time rate or compensatory time. However, if the 15-minutes are re-implemented, a meeting will be held with the Union to explain how it shall be implemented.

**Section 2. Lunch**

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

**Section 3.**

The department reserves the right to establish daily work schedules for employees different from the normal starting and quitting time, and to assign employees thereto, unless otherwise provided in this Agreement.

**Section 4. Call-Back Time**

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.

**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. "Stand By"**

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. Court Appearance**

When officers are required to appear to testify in court, they shall be guaranteed a minimum of two (2) hours at the rate of time and one-half for all time spent in court, and effective July 1, 1994, three (3) hours if called back on their day off. If the court appearance overlaps the officer's scheduled duty shift, the officer shall be compensated at the rate of time and one-half only for that time spent in court prior to and following his scheduled duty shift.

For Court appearances, all afternoon shift officers who are scheduled to work at the regular starting time shall be paid for time spent in Court at a rate of time and one-half (1 1/2) with a minimum of one (1) hour, under the following conditions:

- A. The case must be of a criminal nature or in conjunction with official duties as a police officer, whether on or off duty and whether civil or criminal in nature.
- B. Officer must be off duty at court time.
- C. He must register with the shift commander prior to court time and immediately thereafter.

**Section 10.**

All overtime worked 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 one and one-half. Thereafter, all overtime accumulated over and above the required 45 hours in the bank shall be paid in cash moneys. 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 thirty-nine and three-fourths (39.75) hours 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 to the overtime bank.

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.**

The City will grant an officer's time off request provided that when and if the sick incident occurs, Command at its sole discretion, may work one person below minimum strength before calling in a replacement on an overtime basis. A time off request will be approved not later than seven (7) days before the date for which time off has been requested, but the approval may be rescinded in case of bona fide police emergency as determined by the Chief of Police.

**Section 13. Twelve (12) Hour Shifts**

A) 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.

- 1) 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.
- 2) 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%.
- 3) Patrol Officers will earn one hundred and four (104) hours of time in each calendar year due to the twelve (12) hour shift schedule. Specialists will also earn ELT time whereby the number of hours is dependent upon the time actually worked over 40 hours per week.
  - 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 - WAGES AND SALARIES**

**Section 1.**

The wage tables below are in effect from July 1, 2012 through June 30, 2013:

**WAGE/SALARY PROGRESSION**

Police Patrol Rates:	Start	1 year	2 years	3 years
7/1/12 – 6/30/13	49,137	52,086	55,210	58,523

Specialist Rates:	Start	6 mos.
7/1/12 – 6/30/13	61,323	64,123

**Section 2. Uniform Cleaning Allowance**

Officers will receive a uniform cleaning allowance in the amount of \$350 per year. Said amount will be paid at the same time as the first regular pay in June.

**Section 3. Shift Premium**

Employees on Day shifts (including Detectives) will receive a shift premium of 3% of their base pay. Employees on Night shifts will receive a shift premium of 4% of their base pay. Shift premium will be paid for hours for which a patrol officer is scheduled to work on a shift for which shift premium applies. This shall not exceed two thousand eighty (2080) hours annually. Shift premium will be paid quarterly by separate check.

**Section 4. Police Dispatcher**

The Dispatchers shall be entitled to the following benefits:

A. The Dispatchers will be paid the following amounts during the period from July 1, 2009 through June 30, 2012.

Dispatcher Rates:	Start	1 year	2 years	3 years
7/1/12 – 6/30/13	33,107	35,094	37,199	39,431

B. The vacation schedule will be as follows:

1 year	10 days
5 years	15 days

C. Sick days will be increased from five (5) to eight (8) annually.

D. Upon retirement, an employee will be paid for one-half (1/2) of the days credited in his or her 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 July 1, 2012.

E. In the event that any employee should die being entitled to a payment of his/her Sick Leave Bank, such benefit shall be paid to the estate of such deceased employee.

F. Personal days will be increased from one (1) to two (2) per year. Effective July 1, 1992, the number of personal days per year will be increased to three (3).

G. Health insurance benefits - including Hospitalization, Drug, Dental, and Optical Coverage - will be provided as defined in Article XVIII, Sections 1 through 4.

H. The City will provide the Dispatchers' uniforms.

I. The Dispatchers will be eligible for six (6) paid holidays.

J. The City will pay the premiums for the \$20,000 life insurance policy for the Dispatchers.

K. The Dispatchers will be eligible for Longevity payments per Article XVI, Section 2.

L. Dispatchers on all shifts will receive a shift premium of 1% of wages. Effective July 1, 2000, shift premium will be 2%. Shift premium will be paid for hours for which a dispatcher is scheduled to work. This shall not exceed two thousand eighty (2080) hours annually. Shift premium will be paid quarterly by separate check.

In addition to these economic benefits, the Dispatcher will be covered by other non-economic provisions of the collective bargaining agreement, i. e., seniority, grievance procedure, lay off and recall procedure.

**Section 5. - Deferred Compensation**

Employees shall be allowed to participate in the City of Ferndale's deferred compensation program. It is agreed by the parties that there shall be no cost to the City of Ferndale for the employees participation in the program.

**Section 6. - Out of Class Pay**

If any employee is performing work in a higher classification for 60 working days in any calendar year, then that employee shall be paid at the higher rate starting the 61st working day and for each day thereafter that he continues to work in the higher classification.

**Section 7. – Pay Differential**

As of July 1, 2012, There is a stated pay differential between Sergeants and Patrol Officers in the amount of 21.65%. During the last contract, that differential was skewed and is now 2% greater. The City intends to address this pay differential during the next contract.

**ARTICLE XVI - LONGEVITY PAY**

**Section 1.**

All employees hired prior to July 1, 1993 having completed five (5) or more years of continued service shall be eligible to receive longevity pay as follows:

- a) 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 \$875 for patrol officers and \$961 for specialists.
- b) 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 \$1,749 for patrol officers and \$1,921 for specialists.
- c) 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 \$2,624 for patrol officers and \$2,882 for specialists.
- d) 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 \$3,499 for patrol officers and \$3,843 for specialists.

**Section 2.**

Patrol officers hired after July 1, 1993, and all dispatchers shall receive longevity payments as follows:

After completion of five (5) years of service	\$ 500
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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

**Section 3.**

Annual payment of 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.

During the contract year in which an employee retires under one of the City's retirement plans, the employee shall be entitled to receive a prorated portion of the longevity.

All longevity compensation is subject to deduction for income tax and retirement benefits.

**ARTICLE XVII - UNIFORM ALLOWANCE**

The present department policy concerning uniform purchases of probationary officers shall be continued. Confirmed officers will be paid a cash uniform allowance in accordance with the following schedule:

<u>Rank</u>	<u>1st Pay in Jan.</u>	<u>1st Pay in July</u>
Patrol & Specialists	\$350.00	\$350.00

Officers shall be required to continue to report for duty in neat, clean, and well-maintained uniforms. The City shall be allowed to order uniform changes. Any cost in changing the standard uniform at the City's direction shall be paid by the employee to a maximum of 30% of the uniform allowance paid above. Any additional cost shall be the City's expense. The City will repair or replace any uniforms damaged or destroyed while in the performance of duty as police officers.

July 1<sup>st</sup> (covers the period July through December) and will be paid at the same time as the first regular pay in July. January 1<sup>st</sup> (covers the period January through June) and will be paid at the same time as the first regular pay in January.

**ARTICLE XVIII - HOSPITALIZATION, DENTAL, OPTICAL, & GROUP LIFE INSURANCE**

**Section 1. – Hospitalization, Drug, and Dental coverage**

- A. Effective May 1, 2012, or as soon as can be arranged, all members of the bargaining unit will be provided BCBSM Community Blue Plan 4 coverage ( 80/20 copay), with a \$30 office visit and \$150 Emergency room rider, a \$5/\$40/\$80 open formulary drug card which includes step therapy, prior authorization and contraceptives and BCBSM Traditional 3 Dental coverage.
- B. There will be a moratorium on changes in healthcare through December 31, 2013.
- C. Through the life of this Agreement, the employer will pay the full premium for hospitalization insurance for full-family coverage.
- D. Change in Hospitalization Carrier - In the event of a change in insurance carrier, the Union shall be consulted and given an opportunity to review the terms and benefits of the insurance.

- E. Waiver of Hospitalization Coverage – Effective July 1, 2012, any employee who chooses to not be covered by the City's current medical insurance plan will be paid \$1,500 per year for single coverage, \$3,000 per year for 2-person coverage, and \$4,000 for family coverage for such period as he/she does not participate in the City's insurance plan. Such payment(s) are not includable 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.
- F. Coverage during Retirement – see Article XXI - Retirement, Section 3.

**Section 2. Dental Coverage, Defined**

- A. The four benefit classes defined under BCBSM are: Class I – Preventative, Class II – Restorative, Class III – Prosthodontics, and Class IV – Orthodontic, to age 19.
- B. Benefit levels are 100/75/50/50 (% of costs), subject to an annual maximum of \$1,100/year for Classes I, II, and III; and a \$1000 lifetime maximum for Class IV.

**Section 3. Optical Insurance**

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

**Section 4. Notification of a Change in Dependent(s)**

The employee is responsible for notifying the Personnel Department of any change in his/her dependents within thirty (30) days from the date of occurrence. If the employee does not notify Personnel within the time limits, a) s/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) s/he will not be able to add the dependent until open enrollment, in the case of a dependent who should have been added.

**Section 5. Group Life Insurance**

Effective July 1, 1990, the City will provide thirty thousand dollars (\$30,000) of Group Life Insurance to each permanent employee which shall be reduced to seventy-five hundred dollars (\$7,500) upon retirement. Effective July 1, 1991, group life insurance coverage will be increased to thirty-five thousand dollars (\$35,000) for each permanent employee. Coverage shall be reduced to seventy-five hundred dollars (\$7,500) upon retirement. Said policy shall contain AD&D coverage.

The City shall pay the employee's share of the premiums. 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) or ten thousand dollars (\$10,000) of life insurance value to be paid at the employee's expense by payroll deduction.

**Section 6. Retirement Health Savings (RHS) Plan**

Members may voluntarily participate in the City's RHS plan. The plan is administered by ICMA-RC, as originally adopted by Council on November 22, 2004, and periodically amended.

## **ARTICLE XIX - 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.**

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:

- A. Employees entitled to this benefit shall be required to have a Sick Leave Bank (i.e. accumulated unused sick time) amounting to sixty (60) days or four hundred eighty (480) hours on January 1st of each contract year.
- B. Employees qualifying under the preceding section shall be paid 100% of unused sick leave during the preceding calendar year. Payment will be made March 15th for the unused sick days earned during the preceding calendar year.
- C. 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.
- D. 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.
- E. In the event that any employee should die prior to the March 15<sup>th</sup> payout of annual sick time for the previous calendar year, and shall be entitled to receive a proportionate sick leave control payment, such benefit shall be paid to said employee's estate.

### **Section 3. Payment of Sick Leave Bank upon Retirement**

- A. 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.
- B. In the event that any employee should die being entitled to a payment of his/her Sick Leave Bank, such benefit shall be paid to the estate of such deceased employee.

### **Section 4. 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:

- A. Whenever an employee shall call in sick in one day increments of more frequently 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.
- B. 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.

- C. 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 Workers' Disability Compensation Act, 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.
- D. Employees shall not be entitled to sick leave when their absence is a direct result of abuse.
- E. Employees shall not be permitted to substitute other types of leaves for sick leave unless specifically authorized by the department head.
- F. At any time an employee is on sick leave, the City may employ a physician of the City's choosing and at the City's expense to examine such employee for the purpose of determining the nature of the injury or illness. If the employee is under the care and treatment of his own personal physician, the employee shall consent to the release of such medical information by his physician to the City.
- G. 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.
- H. 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.

**Section 5. Sick Time Totals Posted**

Sick time totals for all officers in the bargaining unit to be posted once a year in January.

**ARTICLE XX - VACATION, PERSONAL BUSINESS, PHYSICAL FITNESS, HOLIDAYS**

**Section I. Vacation**

A. Effective July 1, 1990, the vacation schedule shall be as follows:

<u>Service Years</u>	-	<u>Vacation Days</u>
1		12 duty days
3		13 duty days
4		15 duty days
5		20 duty days
10		24 duty days
15		28 duty days

- B. Members of this bargaining unit will be allowed separate pick of vacation from command officers.

One Patrol Officer will be allowed off at all times regardless of whether it causes overtime. If a Command Officer is not scheduled off for that day, a second Patrol Officer may select a vacation day.

However, it is recognized that there will be no trading of vacation days between members. Once a vacation selection has been made, there will be no change without the specific permission of the Chief.

- C. Vacation Selection: 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 reasonably reserved to the employer in order to assure the orderly operation of the City.

1. Vacation selection will be made by seniority.

2. It is further agreed by the parties hereto that there shall no longer be any "vacation slots" and any day between January 1st and December 31st shall be eligible for vacation selection. There shall be three (3) separate selections on each shift; the police officer with the most seniority on each shift shall first select a twelve (12) or six (6) day period, as will each eligible officer with lower seniority; then the officer with the most seniority shall select a six (6) day period, again to be followed by each of the eligible officers by order of seniority; the officer with the most seniority shall then pick a six (6) day period, again to be followed by the other officers of that shift in the order of their seniority. All officers who are entitled to more than twenty-two (22) days may fill in those extra days in conjunction with the six (6) day vacation period. The parties agree that the six (6) day vacation period may be utilized in a single day increment or a six (6) day block. However, it is recognized by the parties that the use of the six (6) day individual days must comply with all current departmental regulations and rules governing vacations. Additionally, the six (6) day individual days must be utilized prior to November 30th of each calendar year.

3. It is further agreed by the parties hereto that the three (3) month stipulation between vacation picks shall be eliminated.

## **Section 2 - Personal Business Days**

- A. The City will continue to permit three (3) leave days per year for conducting personal business. Business leave days may be taken in not less than four (4) hour increments.

Personal business leave is not accumulative and will not be carried over beyond the year granted. These personal business leave days will become available to the employee at the completion of his probationary period. The employee must give 24-hour notice of his intention to take personal leave to his commanding officer, who may refuse to grant the leave if manpower requirements so dictate. The 24-hour notice may be waived at the discretion of the commanding officer. The length of a personal leave day shall be eight (8) hours personal leave.

- B. If the sufficient manpower is available without decreasing the authorized manpower on the shift, the personal business leave day may be taken in conjunction with the employee's vacation or day off or sick leave on the basis set forth above and subject to the final decision of the commanding officer or Chief of Police. It is understood and

agreed that this privilege is not intended to increase the manpower or cost to the City and is expressly subject to needs of the department.

**Section 3. Physical Fitness Incentive Program** 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.

- A. 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.
- B. 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 (PF days are awarded consistent with the employee's normally scheduled workday. i.e. if the normal workday is 12 hours, a PF day would be for 12 hours).

**Fitness Test Standards**

Ages	Pushups		Sit-ups	1.5 Mile Run (minutes)		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

**Section 4. Holiday Pay**

- A. Upon completion of the one (1) year probationary period as set forth below, full-time employees covered by this Agreement shall be entitled to holiday pay as follows:
  - 1. Through calendar 2010, Bargaining Unit Members shall be paid an equivalent of twelve (12) days pay in lieu of holiday time. Beginning in calendar 2011, Bargaining Unit Members shall be paid an equivalent of six (6) days, or forty-eight (48) hours, pay in lieu of holiday time. Effective July 1, 2012, members shall be paid an equivalent seventy-two (72) hours pay in lieu of holiday time. Provided, however, that Bargaining Unit Members desiring to take a paid holiday off shall, with the approval of the Chief, have the option of having such time off in lieu of said holiday pay. Where there are more requests for holiday time off than consistent with shift strength policy, holiday time off shall be granted to officers on a seniority basis.

2. Holidays shall consist of all holidays which are set forth as follows:

- |                     |                            |                                    |
|---------------------|----------------------------|------------------------------------|
| (1) New Years Day   | (5) Fourth of July         | (9) Christmas Eve                  |
| (2) Presidents' Day | (6) Labor Day              | (10) Christmas Day                 |
| (3) Good Friday     | (7) Thanksgiving Day       | (11) New Year's Eve                |
| (4) Memorial Day    | (8) Day After Thanksgiving | (12) Martin Luther King's birthday |

- B. Employees completing their probationary period from January through June shall receive all the holiday pay. Employees completing their probationary period from July through December shall receive one-half (1/2) of the holiday pay.
- C. All present contract provisions concerning the payment of holiday pay shall be continued. Provided however, that officers being entitled to less than ten (10) duty days of annual vacation leave shall be permitted to exchange holiday pay for holidays, not to exceed five (5) days. Eligible officers electing to exchange time off for holiday pay must notify the Chief, in writing, at the beginning of each contract period. The specific selection of days off must have the approval of the Chief or his designee.
- D. Upon retirement, the holiday pay shall be prorated on the basis of 1/12 of the total for each month worked.
- E. Holiday Pay will be paid at the same time as the second regular pay in November.
- F. 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.
- G. The City will pay each member a one-time Holiday Pay of \$750.00 (retro from 2009 Holiday Pay) without precedence on the first paycheck in July of 2012.

## **ARTICLE XXI – RETIREMENT**

### **Section 1. 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. **Pension Contributions** - The percentage of employees' contribution to the retirement system shall be one percent (1%) for the 2.25% annuity factor. Effective July 1, 1992, the annuity factor will be increased to 2.5%. This improvement will be at employee cost, recalculated as part of the police and fire retirement pool. Effective July 1, 1997, contributions towards a 2.5% annuity factor shall be suspended. Effective July 1, 1998, the employee contribution shall be fixed at (a) 1.6% towards a 2.5% annuity factor, or (b) 5.35% towards a 3% annuity factor.
- B. **Ten Year Vesting** - Notwithstanding any City Charter provisions to the contrary, 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.

C. **Rule of "75"** - Notwithstanding any City Charter provisions to the contrary, members of this bargaining unit shall be permitted to retire after twenty-five (25) years of service, without an attained age requirement, also known as "25 and out".

D. **Maximum Retirement Service Credits** - Notwithstanding any provisions to the contrary, members of this bargaining unit shall be limited to maximum retirement service credit years as follows:

10/1/80	27 years
10/1/81	28 years
10/1/82	29 years
10/1/83	30 years

E. **Pension Annuity Factor**

1. Notwithstanding any City Charter provisions to the contrary, members shall be permitted to purchase an increased annuity factor, not exceeding 2.50%, through increased contributions to the retirement system, for a maximum of 75% of FAC. All other provisions concerning pension matters provided for in the City Charter, or present labor agreement, remain unchanged.
2. Employees shall be given until July 31, 1998, 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.

F. **Military/City Service Buyback** - Employees 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 this time is purchased, payment shall be either a lump sum 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.

G. **Pop-Up Provision** – An 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. Any employee retired under either the defined benefit or defined contribution plan who receives a Court or Departmental Order to appear in court to give testimony in a matter in which the retired employee was actively employed by the City of Ferndale shall be compensated pursuant to **Article XIV, §9** of this Agreement.

**Section 2 . 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. **Before January 1, 2008**, 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.
2. **After January 1, 2008**, the City's contribution rate will be 14% of pension gross to each member's defined contribution account with the employee contributing a mandatory 5.35% of pension gross to his/her account, for all members hired before January 1, 2008. For all members hired after January 1, 2008, 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.

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 August 31, 1998, 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 rolled over into the DC plan.

D. **Purchase of City Service Time** - Employees hired before July 1, 1998 will be given through August 31, 1998, to elect the purchase of non-police City service time. The cost of the purchase shall be 3% of the employee's FYE-96 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.
- 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 physician whose decision shall be final will be selected by the

mentioned two physicians, at the City's expense, to determine his/her 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 3. Retiree Hospitalization Coverage**

**A. Employees Hired Before January 1, 2008**

- 1. The City will provide medical and hospitalization coverage at the level in effect at the time the individual retires or becomes eligible to receive the benefits under an eligible deferred retirement.
- 2. For employees retiring prior to June 30, 2009, the City will provide prescription and drug coverage at the level in effect at the time the individual retires or becomes eligible to receive the benefits under an eligible deferred retirement.
- 3. Should prescription and drug benefits provided to current employees as defined in this Contract change in future contracts, then prescription and drug benefits provided for retirees retiring on or after June 30, 2009, 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.
- 4. Coverage will be provided to an eligible retiree and the spouse and dependents at the time of retirement only.

5. "Retirement" for purposes of providing retiree hospitalization shall be defined as a normal retirement after 25 years of service under the Defined Benefit (DB) Plan or the Defined Contribution (DC) Plan.
6. 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. This resolves the issue under the 2005-2009 contract, and on the issue retained by the Arbitrator under the 2003-2005 contract.

**B. Employees Hired On or After January 1, 2008**

1. Employees hired on or after January 1, 2008, will not be provided retiree hospitalization coverage or insurance.
2. Effective January 1, 2008, all new hires 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.
3. 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.

**ARTICLE XXII - DUTY DISABILITY**

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

**Initial Step: Responsibility of Employee** - 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 the result of a compensable injury sustained in the line of duty will not be deducted from the employee's sick leave 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 prorated between the sick leave bank and Workers' Compensation payments.

Sick time and Workers' Compensation will continue until banked sick time of 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 same percentage rate as is the City's contribution to the employee's full pay.

**NOTE:** Workers' Compensation moneys received are NOT listed as income whenever the City figures Federal income and State income taxes. Workers' Compensation moneys are

also NOT figured as part of the 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 still be credited with current monthly sick leave accrued.

### **ARTICLE XXIII - 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 International 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 special conferences 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 XXIV - 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 them 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.

### **ARTICLE XXV - SAFETY PROVISIONS**

The City shall make reasonable provisions for the safety and health of all employees during hours of employment. The Union and the City agree and will cooperate in

encouraging the employees to observe safety and health regulations and to work in a safe manner at all times.

### **ARTICLE XXVI - SAVINGS CLAUSE**

If any Article or Section of this Agreement or any appendices or supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **ARTICLE XXVII - PERMANENT SHIFT POLICY**

#### **Section 1.**

The number of available positions on each shift shall be determined by the Chief. This number may be increased or decreased due to personnel assignment needs, emergencies, reductions in force, illnesses, promotions, etc. The failure to fill a vacancy on any shift shall not be the proper subject of a grievance. Under no circumstances will "bumping" be permitted as to shift selection preference.

It is recognized that a special shift was established to provide additional patrol strength during the hours of 7:00 p.m. to 3:00 a.m. Assignment to this shift will be made on the basis of selecting from among the volunteers. However, if no volunteers are available then assignment will be made beginning with the least senior officer in the department.

- A. Shifts will be twelve (12) months in duration.
- B. On January 1st of each year, a patrol officer may elect to:
  1. Stay on the shift he is on, or
  2. Change to another shift.
- C. Shift changes will be made on basis of unit seniority.
- D. Employees transferred to uniform patrol from the service bureaus or the command unit, will be assigned to the shift of their preference on the basis of department seniority.
- E. Two employees assigned to different shifts may elect to exchange shifts with each other, outside of the twelve (12) month permanent assignment, for a period not to exceed one (1) month in duration during that twelve (12) month period, under the following criteria:
  1. These exchanges will be limited to one (1) exchange per employee per twelve (12) month period.
  2. Employee must exchange with another employee of the same off day number, and no vacation conflict may exist.
  3. The purpose of this exchange, is to accommodate special or emergency situations that may arise for the employee.
  4. These exchanges will be subject to approval by the Chief; however, denying approval of the exchange shall be based on reasonableness.
- F. Permanent shifts apply to the uniform division only.

**Section 2. - Off Day Number**

1. Employees electing to remain on a shift for the regular twelve (12) month period, shall retain their off day numbers, if possible.
2. Employees electing to change shifts, shall retain their off day numbers if at all possible; however, in the case of a conflict, management shall assign a new off day number to the employee changing shifts.

**Section 3.**

There will be a minimum manpower of four (4) officers assigned to the day shift, five (5) officers on the midnight shift and four (4) officers assigned to the afternoon shift, through June 30, 2012. This is subject to a 2011 Letter of Understanding between the parties.

**ARTICLE XXVIII - TUITION REIMBURSEMENT**

**Section 1. - Tuition Reimbursement**

Officers and Dispatchers shall be reimbursed up to a maximum of Seven Hundred Fifty (\$750) per year for the cost of tuition, books and required supplies for the successful completion of courses at an accredited college or university. The payment of such reimbursement shall be expressly contingent upon the officer receiving a grade of "C" or better. Further, officers shall be required to repay the City in full for any reimbursements received by them within two (2) years of their termination of employment with the department. Officers shall be required to submit the report card from the college or university to the City as a condition precedent to receiving reimbursement.

**ARTICLE XXIX - 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 the 9<sup>th</sup> day of January 2013

FOR THE  
Fraternal Order of Police Labor Council

FOR THE CITY OF FERNDALE

Brendan Moore 1-9-13  
PRESIDENT - FPOA DATE

Drid Cault  
MAYOR DATE

[Signature] 1-9-13  
REPRESENTATIVE - FPOA DATE

[Signature] 1-14-13  
CLERK DATE

[Signature] 1-9-2013  
REPRESENTATIVE - FOPLC DATE

[Signature] 1-9-13  
WITNESS DATE