

AGREEMENT

between the

CITY OF AUBURN HILLS

and the

POLICE OFFICERS LABOR COUNCIL OF MICHIGAN

COMMAND OFFICERS UNIT

January 1, 2015 – December 31, 2018

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POLCM - COMMAND OFFICERS CONTRACT

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AGREEMENT

Agreement is made and entered into on the 13th day of April 2015 by and between the City of Auburn Hills hereinafter referred to as the "Employer," and the Police Officers Labor Council of Michigan hereinafter referred to as the "Union." It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the Employer and employees which will best serve the citizens of the City of Auburn Hills.

Article I - RECOGNITION

A. The Employer recognizes the Union as the exclusive representative of the employees of the Auburn Hills Police Department for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

All Command Officers, excluding the Chief of Police, Deputy Chief of Police and other employees of the Police Department of the City of Auburn Hills.

B. Management Rights - It is understood and agreed that the Employer has all the customary and usual rights, powers, functions and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement.

The Union recognizes the Employer's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the City of Auburn Hills in the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards.

Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its rights in the following matters, when in its discretion it may determine it advisable to do any or all of the following:

- (1) to manage its business generally;
- (2) to decide the number and location of City buildings;
- (3) to decide all machines, tools and equipment to be used;
- (4) to move or remove any City facility;
- (5) to maintain order and efficiency;
- (6) to determine the qualifications of employees;
- (7) to determine the job content not in conflict with this Agreement;
- (8) to determine the number of hours to be worked not in conflict with this Agreement;
- (9) to make such reasonable rules and regulations, not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and effective operation of the City, and after two weeks advance notice thereof to the Union and the employees to require compliance therewith by employees.

Article II - NON-DISCRIMINATION

The Employer and the Union reaffirm their commitments that there shall be no discrimination in hiring or in any term or conditions of employment because of race, religion, color, national origin, age, sex, height, weight, marital status, handicap or disability in accordance with State or Federal law.

Article III - UNION SECURITY

A. New employees who desire membership in the Union shall confirm their desire to join by initiating their Union application form and dues deduction authorization forms within thirty (30) calendar days after the effective date of their employment with the City.

B. Any person who is employed with the City and is covered by this Agreement who is not a member of the Union and who has not made application for membership within thirty (30) calendar days after the effective date of this Agreement shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union.

C. Any person who becomes an employee of the City after this Agreement is in effect and is covered by this Agreement who is not a member within thirty (30) calendar days from the date of employment shall, as a condition of employment pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union.

Article IV - DUES AND SERVICE FEES

A. The Employer agrees to deduct from the wages of bargaining unit employees, all Union membership dues, initiation fees, and assessments uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Union, provided that the said form shall be executed by the employee.

B. The amount of dues and initiation fees shall be uniform for those authorizing dues deduction. Each bargaining unit employee and the Union hereby authorize the City to rely upon the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and initiation fees. The dues that are deducted from the members pay will be forwarded to the Police Officers Labor Council, 667 E. Big Beaver Road, Suite 205, Troy, Michigan 48083.

C. Service Fee Deduction

The Employer agrees to deduct from the wages of any bargaining unit employee who is not a member of the Union all Union service fees as provided in a written authorization in accordance with the standard form used by the Union provided that the said form shall be executed by the employee.

D. Dues Check-Off Card

See copy of form, attached hereto as Appendix B.

E. Indemnification

1. The Union agrees to indemnify and hold the Employer harmless with respect to any and all liabilities, damages, suits, demands, claims, and expenses of any and every character including recovery of actual defense costs, including actual attorney fees incurred by the Employer arising out of or resulting from the Union's demand that the Employer comply with Articles III and IV. It is expressly understood and agreed that the Articles III and IV of the Contract are for the benefit of the Union and not the Employer.

2. In addition to the above, in the event a claim, demand, or lawsuit of any kind or character is filed by an employee, his/her executors, assigns, heirs, or any other third party, on account of the Employer actions in administering Articles III and IV of the Contract, the Employer shall have the right to hire, retain, or consult legal representation of its own choosing and as herein above described, the Union shall be obligated to reimburse all expenses incurred by the Employer in defending such actions as indicated in Paragraph 1 above.

Article V - SPECIAL CONFERENCES

A. Special Conferences for important matters will be arranged between the Representative and the Employer or its designated representatives upon the request of either party. Such meetings shall be between two (2) but not more than three (3) representatives of the Employer and two (2) but not more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held during regular office hours. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union and may be attended by legal counsel for the Employer.

B. The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding such special conference with the representatives of the Employer for which a written request has been made.

Article VI - BASIS OF REPRESENTATION

Section 1. The Union shall have the right to select a Representative and an alternate Representative.

The Representative will be permitted to leave his/her work, after obtaining approval of his/her department head and recording his/her time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his/her grievance. Permission for the Representative to leave his/her work station will not be unreasonably withheld. The Representative will report his/her time to his/her department head upon returning from a grievance discussion.

The privilege of the Representative to leave his/her work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that he/she will continue to work at his/her assigned job at all times except when permitted to leave his/her work assignment to handle grievances, subject to grievance procedure, Step 1. All other Union business shall be conducted after working hours.

Three (3) members of the Union Committee may participate in collective bargaining negotiations with the City during times mutually agreeable to the parties. The City shall pay the three members of the Union negotiation team for their hours worked during negotiations. In no circumstance will a unit member be paid overtime rate for Union business.

Any on duty member subpoenaed to testify at an arbitration hearing will be paid at the straight time rate and shall remain at their workstation until such time that they are called to testify.

Section 2. The City agrees to allow the Representative to use their duty station computers to write and print grievances, compose grievance adjustments, type notes of meetings with management, emails to the Police Chief, the City Manager's office and their Union Business Agent. Such agreement does not invalidate the City's rules governing City email and computer use. The Union acknowledges that use of the City email system and software programs does not indicate a right to privacy.

The Representative is permitted to use the City's facsimile machines to send correspondence to the Union Business office. The Representative may use the City copiers for copies intended for the Union Business office. The Representative may use the City phones, faxes and email to consult with the Labor Agent regarding grievances. The Union agrees that no email notifications to Union members or copying of material intended for the Union membership will occur on City copy machines. The Union will assume full responsibility for all material emailed, faxed or copied on the City equipment which is communicated or copied as Union material.

Article VII - GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a complaint by an employee concerning the interpretation, application, or violation of any provisions of this Agreement. The procedure for adjusting a grievance shall be as follows:

Step 1: An employee having a grievance shall first discuss the matter with his/her supervisor with the object of resolving the matter informally. Employees may request Union representation during such discussion.

Step 2: Any grievance not settled in Step 1 shall be reduced to writing, signed by the aggrieved employee and presented by the Committee member to the Chief of Police within five (5) days of the occurrence, or, within five (5) days of when the grievant had knowledge of the event giving rise to the grievance. The Representative and the Chief of Police shall, within five (5) days after receiving the grievance, meet to discuss the grievance, and the Chief of Police shall give his/her written response within five (5) days after the meeting.

Step 3: Any grievance not settled in Step 2 shall be submitted by the Union Committee member to the City Manager or his/her designee within five (5) days after receipt of the Step 2 answer. The City Manager or his/her designee shall within five (5) days after receiving the grievance meet with the Representative and Labor Council field representative to discuss the grievance. The City Manager or his/her designee shall render a written response within five (5) days after the meeting.

Step 4: If the grievance remains unsettled, the Union may, within five (5) days after receipt of the Step 3 answer, request either mediation or arbitration by submitting written notice to the City Manager or his/her designee. If mediation is requested and if the City mutually agrees the grievance shall, within ten (10) days after receipt of the Step 3 answer, be submitted to the National Center for Dispute Settlement (NCDS) with a mutual request for submission to mediation pursuant to NCDS Grievance Mediation Rules.

Step 5: If the grievance remains unsettled after mediation, or if the parties did not mutually agree upon mediation pursuant to Step 4, then within twenty (20) days after the conclusion of mediation, or within twenty (20) days after the Step 3 answer, whichever is applicable, the Union may file a Demand for Arbitration with the Federal Mediation and Conciliation Service (FMCS) of their desire to obtain a panel of seven arbitrators. Either party shall have the option of requesting a second and final panel of even (7) arbitrators from the FMCS. The arbitrator shall be selected from said panel or panels by alternately striking names, with the Union being the first party to strike a name. The power of the Arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to rule upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The fees and expenses of the arbitrator shall be equally shared by the parties.

The decision of the arbitrator shall be final and binding on both the Employer and the Union.

Section 2.

(a) Any grievance not appealed within the time limits from one step of the grievance procedure to the next will be considered settled based upon the previous decision.

(b) Any grievance not answered by management within the time limits shall be considered appealed to the next step.

(c) Any of the steps of the grievance procedure as well as the time limits may be waived by mutual agreement in writing.

Section 3.

(a) Saturdays, Sundays and holidays are excluded in the determination of the time limits specified in this article.

(b) Any and all grievances resolved at any step of the grievance procedure prior to arbitration shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.

Article VIII - DISCIPLINE AND DISCHARGE

The City has the right to discipline and discharge employees for just cause. In any case where employee disciplinary action is necessary, the following disciplinary options are available to the Department.

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Section 1. Appeals Process - All cases of discipline may be processed as a grievance, beginning with Step 2 of the grievance procedure.

Section 2. The Employer agrees that upon imposing discipline B-D, the Union shall be notified in writing of the action taken only upon request of the employee. The Employee shall be given a copy of any written disciplinary action.

Section 3. Investigation Interview. Whenever a member is under investigation and subjected to interview by his/her Supervisor and/or Chief of Police which could lead to disciplinary action, discharge, or criminal action or charges, such investigation interview shall be conducted under the following conditions:

The employee shall be informed that he/she has the right to Union representation during such interview, provided however, that the interview shall not be unreasonably delayed.

Section 4. In the event disciplinary action B-D is imposed, the employee shall be entitled to Union representation. The employee shall be informed of his/her right to Union representation prior to the time such disciplinary action is imposed.

Section 5. If any employee is ordered to make an oral or written statement regarding the employee's alleged criminal conduct, he/she shall comply subject to the receipt of Miranda or Garrity warnings or both and shall be given a reasonable time to act in accordance with such rights. After an employee is ordered to make a written statement in response to such alleged criminal misconduct on his/her part, he/she shall have the opportunity to confer with his/her Union representative prior to complying with the order.

Section 6. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.

Section 7. Oral Reprimands to be removed one year from the date of discipline, written reprimands shall be removed two years following the date of the discipline, suspensions removed four years from the date of the discipline with the exception of any suspension of more than 30 days in which case the suspension shall remain in the personnel file indefinitely.

Article IX - BULLETIN BOARD AND FILE CABINET

A. The Employer shall assign a bulletin board which shall be used by the Union for posting notices bearing the written approval of the Representative, and which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs which are not political or libelous in nature.

The Union will assume full responsibility for all material placed on the bulletin board.

B. The City shall provide the Union with space for a file cabinet which shall be provided by the Union and shall be the Union's property.

Article X - SENIORITY

An employee promoted from within the unit, department or newly hired shall be regarded as on probation for the first twelve (12) months of continuous employment in their new classification within this bargaining unit. Upon satisfactory completion of the probationary period the employee shall acquire seniority which shall date back to the date of hire into the department.

Probationary officers newly hired by the Department who are subsequently terminated by the City during the probationary period shall not have access to the grievance procedure concerning any aspect of such termination.

Probationary officers promoted from within the department who are subsequently demoted by the City during their probationary period shall have full accumulated seniority as provided in the

Command Union Labor Agreement then in effect, but shall not have access to the grievance procedure of this Agreement concerning any aspect of such demotion.

An Officer who voluntarily returns to the Patrol Unit shall return to the rank of Patrol Officer with full accumulated seniority as provided in the Patrol Union Labor Agreement.

An Officer who voluntarily or involuntarily returns to the Patrol Unit shall, notwithstanding his/her seniority, be assigned to a duty schedule by the department for the duration of the shift selection period then in progress.

When an Employee acquires seniority, his/her name will be placed on the seniority list. Seniority order shall be based upon rank, date in rank, and date of hire into department. The Employer will keep the seniority list up-to-date at all times and in the event of change, will provide the local union with an up-to-date copy at least every six (6) months.

Section 1. Seniority Lists:

(a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all Employees entitled to seniority.

Section 2. Loss of Seniority: An employee shall lose seniority for the following reasons only:

(a) He/She resigns.

(b) He/She is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

(c) He/She is absent for three (3) consecutive working days without notifying the Employer. In the event the Employee is incapable or unable to advise the Employer for reasons or causes beyond the control of the Employee, an exception shall be made, provided the Employee has acceptable written reasons. After such absence, the Employer will send written notification to the Employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absences will be treated the same as (c) above.

(f) He/She retires.

Article XI - ACADEMIC REQUIREMENT

Candidates who do not possess a Bachelors Degree at the time of promotion to the rank of Lieutenant or Sergeant shall continue to attend necessary courses until they have successfully completed a Bachelors Degree. They must agree to make steady and purposeful progress toward the Bachelors Degree by taking no less than three (3) college semester credit courses per calendar year, of no less than three (3) credit hours each at an accredited college or university (except with Chief of Police permission). Prior approval of courses and curriculum to be obtained from the Chief of Police and proof of successful course completion must be submitted.

Article XII - LAYOFF DEFINED

- A. The word "layoff" means a reduction in the working force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees within a department classification will be laid off according to low seniority. Any seniority employee so removed from his/her classification may exercise his/her seniority over a lower seniority employee in any other department, where he/she can perform the job. Employees exercising bumping rights shall bump an equal or lower classification.
- C. In proper cases, exceptions may be made. Disposition of those cases will be a proper matter for a special conference and if not resolved, it then shall be subject to the grievance procedure.
- D. Employees to be laid off for an indefinite period of time shall have at least seven (7) calendar days notice of layoff. The local Union's secretary shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the employees.

Article XIII - SUB-CONTRACTING

The Employer agrees that in the event any work presently performed exclusively by the bargaining unit Employees is moved outside the bargaining unit, the Employer will discuss the movement of work with the Union in order to provide for the protection of the seniority of the employees involved. In no event shall any seniority employee who customarily performs the work in question be laid off as a direct or indirect result of work being performed by any outside contractor. The foregoing shall not affect the right of the City to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty work which a vendor must perform to prove out equipment.

Article XIV - RECALL PROCEDURE

When the working force is increased after a layoff, the Employees will be recalled according to seniority in reverse order of layoff. Notices of recall shall be sent to the Employee at his/her last known address by telegram or certified mail. If the Employee fails to respond within five (5)

working days or fails to report for work within ten (10) working days of the notice of recall he/she shall be considered a voluntary quit unless unusual circumstances are the cause.

Employees shall notify the Employer of any change of address or movement during a layoff period.

Article XV - TRANSFERS & PROMOTIONS

A. If an employee is transferred to a position within the Police Department not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in the Agreement.

B. Promotions to the rank of Sergeant and Lieutenant shall be made in accordance with the procedures outlined in Appendix E to this agreement.

Article XVI - MAINTENANCE OF CONDITIONS

Wages, hours, fringe benefits, terms and conditions of employment in effect at the execution of the Agreement shall, except as provided herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of execution of this Agreement unless specifically altered or reduced by the written terms of this Agreement.

Article XVII - SAVINGS CLAUSE

If any article or section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such article or sections to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Employer, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

Article XVIII - PERFORMANCE EVALUATION RATINGS

Each Employee shall be rated by his or her immediate supervisor.

Upon completion of the rating, Employees will be personally informed of their respective evaluations by the immediate Supervisor who prepared the evaluation. The original copy shall be placed in the Employee's personnel file.

Any Employee who wishes to review his/her performance evaluation with the Chief of Police must make a written request to the Chief of Police within two weeks of receiving his/her copy of the evaluation and must identify each area he/she wishes to review and cite a brief basis for reviewing that area. The matter will be discussed with the Chief of Police as expeditiously as circumstances permit. Upon request, the employee may have a Union representative at the meeting with the Chief of Police.

It is specifically agreed that no aspect of this Article shall be subject to the grievance procedure.

This Article shall remain in effect for the duration of the Agreement at which time it shall automatically terminate.

Article XIX - LAW ENFORCEMENT PROFESSIONAL LIABILITY INSURANCE

The City agrees to maintain the present liability insurance coverage in effect so long as it is reasonably available. A certificate of insurance will be provided annually to the Union.

Article XX - GENERAL CONDITIONS

Section 1. The re-employment rights of the Employees and Probationary Employees who are veterans will be limited by applicable laws and regulations.

Section 2. When any position not listed on the wage schedule is filled or established, the City may designate a job classification and rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure.

Article XXI - NO STRIKE - NO LOCKOUT

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 or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and all such persons shall immediately cease the offending conduct.

Article XXII - ECONOMIC MATTERS

The Agreement between the parties on economic matters are set forth in Appendix A attached hereto and are incorporated into this Collective Bargaining Agreement, subject to the terms and conditions hereof.

Article XXIII - RATIFICATION

Upon ratification of this contract the City of Auburn Hills and the officers of the Police Officers Labor Council of Michigan (POLCM) shall immediately institute a Drug Testing Policy as found in Appendix C.

Article XXIV – EMERGENCY FINANCIAL MANAGER

The parties to this Agreement recognize that an Emergency Manager appointed pursuant to PA 436 of 2012 may act to reject, modify, or terminate this collective bargaining agreement.

APPENDIX A WAGES AND BENEFITS

Section 1. Uniform Purchase, Maintenance and Clothing Allowance

(a) The City shall discontinue the annual uniform allowances granted to each employee upon ratification by both parties to this agreement except as specified below.

(b) The City shall assume responsibility for cleaning and replacement of uniforms for all employees in this bargaining unit.

The City will purchase and provide the following list of equipment for each designated group as specified: one weapon; two pair of handcuffs; one flashlight; one shirt badge, one coat badge, one wallet badge, and one hat badge; one Sam Browne belt with holster, handcuff case, key holder, ammunition holder, keepers and radio holder; one garrison belt; one whistle/two name badges/all Department Issued award medals; one tie bar/two ties; one riot helmet, shin protectors, elbow protectors; one chemical spray and belt holder; five winter shirts with patches/ five pair of pants; five summer shirts with patches; one trooper style hat/one winter knit hat; one coat; one reversible raincoat and hat cover; one pair of shoes/one pair of boots; two BDU or fatigue uniforms; one bulletproof vest; one gear bag; and one clipboard.

1. Lieutenants:

- a. Technical Services Division Commander - Shall be provided uniforms by the City as named above but without a uniform allowance.
- b. Investigations Division Commander - \$780 clothing allowance, prorated according to date in assignment and paid quarterly. Also be issued all equipment EXCEPT reduce number of uniform sets to: three sets each of winter/summer uniforms.
- c. Operations Division Commander - Shall be provided uniforms by the City as named above but without a uniform allowance.

2. Sergeants assigned to Patrol Bureau: All equipment listed above, no uniform allowance.

3. All equipment and uniforms shall remain the property of the Auburn Hills Police Department.

Section 2. Life Insurance

(a) The City shall continue to pay the premium to maintain life insurance for DB plan participants in the amount of one and one half (1 1/2) times annual salary for employees with less than five (5) years of service, and two (2) times annual salary for employees with five (5) or more years of service.

(b) In lieu of the above described life insurance benefit the employer shall pay the premium to maintain a life insurance policy equal to five (5) times the annual salary for each Command Officer covered by the defined contribution plan.

- (c) Life Insurance Reduction Schedule - Employees who are in full time active status and who have attained the age of 65 shall have their life insurance benefit reduced by 35%. From and after age 65, employees who remain employed in full time active status shall receive another reduction of an additional 15% once they have attained the age of 70.

Section 3. Health Insurance

(a) Unit members shall have the option to select hospitalization and medical insurance coverage under the HMO/EPO and PPO provided by the employer. Effective as soon as possible following contract settlement, the HMO/EPO shall have a \$20 PCP/\$40 specialist office visit co-pay, \$40 urgent care visit co-pay, \$100 emergency room visit co-pay. The in-network deductible shall be \$250/\$500. Co-insurance is 90/10% to \$1,000 single/\$2,000 couple or family. Effective as soon as possible following contract settlement, the PPO shall have \$25 PCP/\$50 specialist office visit co-pay, \$50 urgent care visit co-pay, \$100 emergency room visit co-pay. The in-network deductible shall be \$500/\$1,000. In network co-insurance is 90/10% to \$1,000 single/\$2,000 couple or family. Out-of-network co-insurance is 50/50% to \$5,000 single/\$10,000 couple or family. The drug card for both plans shall be a three-tier system of \$7/\$20/\$60. The mail-in program is two times the applicable co-pay. Specialty drugs as determined by the plan manager shall have a 50% co-pay. Availability of specialty drugs shall occur only after all drug therapies have been exhausted as determined by the plan manager. The prescription drug plan shall be managed by a plan manager and the employees shall be subject to the provisions of that plan; including mandatory generics, and changes from time to time in the drug formulary which may change the category in which drugs are placed.

(b) The Employer shall make a flexible benefit plan available for the payment of the deductibles with pre-tax dollars.

(c) The City shall offer a medical insurance buyout to employees covered under this agreement at the rate of \$130.00 per payroll as an addition to each payroll based on twenty-six pay periods per year should the employee elect to no longer take the City's health care insurance. This waiver of insurance shall apply only to the medical portion of coverage and not to the dental or optical portions. Should the employee lose coverage from another source, the employee may elect to once again take coverage and to relinquish their right to the monthly buyout. The City shall require that the employee provide proof of insurance coverage from another source (including spouse and dependent coverage where applicable) prior to the City granting buyout payment. In any case, the annual buyout payment shall not exceed 1/3 the cost of the annual premium amount of the medical coverage. Payments for the medical insurance buyout shall not be included as part of the pension calculations for final average compensation.

(d) The City agrees that the Union will be notified and involved in evaluating any new hospital coverage before the coverage is implemented.

(e) For Command Officers who retired prior to January 1, 1997, and who were at least 55 at the time of retirement (normal retirement age, as defined in the "Pension Plan"), and who have no other source of medical insurance, the City will provide medical insurance coverage in an amount up to \$200.00 per month towards premiums for such medical insurance. This medical insurance coverage is available for the retiree and spouse only, and will not cover any children.

Upon the death of the retiree, the City will continue to make available the medical insurance coverage to the surviving spouse in an amount up to \$200.00 per month. The insurance premiums will be paid directly to the insurance carrier in an amount up to \$200.00 per month.

(f) For Command Officers who retire and who are at least 50 years of age and 15 years of service at time of retirement (normal retirement age, as defined in the "Pension Plan"), the City will provide a hospitalization and medical insurance and prescription drug plan. This medical insurance is available for the retiree and spouse only, and will not cover any dependents. Dependent care hospitalization and medical insurance and prescription drug plan for children (only) of the retiree, those of which are children of record two years prior to retirement, shall be made available until the child reaches his/her twenty-sixth birthday and meeting eligibility requirements of the policy. Such policy shall be provided for the retiree and paid by the retired employee at the rate of 102% of the difference between couple coverage and the applicable rate. Upon the death of the retiree, the City will continue to make available the medical insurance coverage to the surviving spouse. Upon issuance of the award, all retirees shall have hospitalization and medical insurance and Prescription Drug coverage equivalent to those in the active bargaining unit.

The hospitalization and medical insurance coverage provided above shall be the HMO/EPO plan. A retiree may elect to be covered under the PPO plan, subject to availability, only if the retiree's primary residence is not within the State of Michigan and the HMO/EPO or equivalent then in effect is not available in the retiree's state of primary residence. Proof of primary residency shall be required.

Notwithstanding the above, if both the HMO/EPO and PPO plan is not available in the retiree's primary residence the City will pay directly to the insurance company supplying coverage for the retiree. The City's obligation will be limited to the dollar amount of the HMO/EPO then in effect for active employees.

(g) In the event that an employee with three or less years of full time service suffers a line of duty death, the City shall pay the premiums for all insurance and benefits to the employee's spouse and qualifying dependents for a period of time not to exceed ten (10) years, re-marriage where new spouse is eligible for health care, or surviving spouse is eligible to obtain his/her own health care from another source, whichever is the lesser of the three. In the event that an employee with more than three years of full time service suffers a line of duty death, the City shall pay for all insurance and benefits to the employee's spouse and qualifying dependents until such time of re-marriage where new spouse is eligible for health care, or surviving spouse is eligible to obtain his/her own health care from another source, whichever is less; or until such time the surviving spouse becomes Medicare eligible at which time the policy shall become a Medicare supplemental policy. In no case shall the City provide coverage for anyone new beyond the surviving spouse (including pregnancy) and qualifying dependents at the time of the duty death.

(h) For all new hires on or after January 1, 2012, the Employer shall provide a RHS plan as the sole coverage for retiree health care and prescription coverage. Such plan will be funded by the Employer during the period of time in which the Employee is in full time active service to the

City. Contributions shall be at the rate of 3% of base pay contributed by the Employer and 5% of base pay contributed by the Employee. The City shall not provide health care and prescription drug coverage to these employees upon retirement. The City's portion of the contributions shall vest at 10% per year with 100% vesting at the completion of ten years of full time service. Employees who are promoted up through the ranks and who already have retiree medical shall not also receive a RHS plan.

The Employer may opt to implement either PA 152 cap on an annual basis, or opt out as permitted by statute. The Employee contribution shall be collected by way of twenty-four equivalent payroll deductions.

Section 4. Dental

Effective with this Agreement, each employee shall be covered by a Delta Dental Family Plan, Class I and Class II, with an annual benefit amount of \$1,000 per family member and an 80/20 co-pay. The co-pay for major restorations (caps, crowns, etc.) to remain at 50/50. Class IV Benefits, Orthodontics (to age 19) coverage will not exceed a lifetime maximum of \$2,000 per eligible person and a 50/50 co-pay.

Section 5. Holidays

(a) The following ten (10) holidays shall be recognized and observed as paid holidays:

Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day

For the above holidays worked or not worked, employees shall be paid for said holidays in one lump sum in the first pay day in December each year.

(b) Sergeants who work their regularly scheduled eight (8) hour shift on a holiday will be paid at the rate of time and one-half. Lieutenants shall not be regularly scheduled on a City-observed holiday. If a Lieutenant is required to work on a City-observed holiday, that employee shall be paid at the rate of time and one-half.

Section 6. Leave Time Bank

Fringe benefits pertaining to personal time off (formerly known as vacation time, personal business time, and floating holidays) and sick leave shall accrue on a monthly basis in months occurring which the employee is in pay status one half of the calendar month. Unpaid days and days in which an employee received STD, LTD, or Worker's Compensation benefits extending more than six calendar months, shall not be considered pay status days.

(a) Employees shall qualify for annual leave time on January 1 of each calendar year in accordance with the following schedule:

<u>Length of Service</u>	<u>Allotment</u>	<u>Hours Earned Per Month</u>
Date of hire through end of second year	144 hours	12
Three years but less than four years	168 hours	14
Four years but less than five years	176 hours	14.67
Five years but less than six years	184 hours	15.33
Six years but less than seven years	192 hours	16
Seven years but less than eight years	200 hours	16.67
Eight years but less than nine years	208 hours	17.33
Nine years but less than ten years	216 hours	18
Ten years but less than eleven years	224 hours	18.67
Eleven years but less than twelve years	232 hours	19.33
Twelve years but less than thirteen years	240 hours	20
Thirteen years but less than fourteen yrs	248 hours	20.66
Fourteen years but less than fifteen years	256 hours	21.33
Fifteen years or more	264 hours	22

(b) Employees are encouraged to take their leave time, but 40 hours of an employee's leave time may be carried forward from one year into the next, but such "carry-forward bank" shall never exceed 40 hours. Employees shall not have more than 40 hours above their annual allotment on December 31st of each year. For example, an employee hired on or before December 31, 2013 with five years of service may not have more than 224 hours in their leave time bank on December 31st.

(c) For purposes of scheduling, vacations will be taken in 40 hour blocks with the exception that an employee having five (5) or more years of completed service may take up to 96 hours in 8 hour blocks (i.e.: one day at a time).

(d) Vacation requests shall be submitted in writing to the Chief of Police prior to April 30th of each calendar year. All vacation requests after April 30 shall be granted on first request basis.

(e) Employee's first and second vacation picks shall be a minimum of forty (40) hours and a maximum of ninety-six (96) hours. On first vacation pick all employees will be granted a vacation on the basis of seniority. Employees will then make a second vacation pick with each employee granted a vacation by seniority provided it does not interfere with any previously granted vacation.

(f) All vacations shall require prior approval and shall be at the discretion of the Chief of Police.

(g) Leave time is accrued monthly. Any employee who ends employment with the City for any reason and has completed their probationary period shall receive compensation for any earned but unused leave time. Probationary employees whose employment ends for any reason shall not receive leave time payout. With the exception of vacation scheduling in (c) above, leave time bank hours must be taken in whole hour blocks.

Section 7. Duty Connected Injury Pay

- (a) The employee shall immediately notify his/her supervisor of any duty connected injury and shall comply with other Department regulations concerning injury reports.
 - (b) Provisions of the Michigan Worker's Compensation Act shall apply to all duty connected accidents or injuries of the employees in the line of duty.
 - (c) The employee shall receive 80% of his/her gross pay exclusive of all deductions for duty connected injuries for up to one (1) year in conjunction with Worker's Compensation.
 - (d) No employee will be entitled to compensation insurance during periods of convalescence from injuries received in the regular performance of his/her duties in addition to his/her regular compensation. Any compensation insurance due to an employee of the City under the provisions of the City Compensation Insurance Policy during the convalescence period in which he/she is being paid his/her regular compensation shall be endorsed and paid to the City Treasurer by the employee.
 - (e) An employee who is unable to work due to duty connected injury shall be continued on the City's hospitalization and medical insurance and prescription drug coverage from the date of the injury for a period of up to five years or until other coverage is obtained by the employee, whichever comes first. If an employee is offered hospitalization and medical insurance and prescription drug coverage at their new place of employment, they are required to select that coverage and notify the City of their new coverage. The City will then cancel their City hospitalization and medical insurance and prescription drug coverage. For an employee to be eligible for this clause, the employee will be unable to perform police work but would be able to perform work in other professions. An employee unable to perform police work will be determined by an IME qualified physician.
- In the case of catastrophic injury as determined by an IME qualified physician, in which the employee is unable to work, coverage shall continue until their normal retirement age as defined in the pension plan at which time they shall convert to the retiree medical coverage in effect at that time. However, should the employee become eligible to receive Medicare benefits, the City's obligation shall be limited to providing a Medicare supplement policy.
- If there is a disagreement with the IME qualified physician's determination regarding the ability to perform police work or a catastrophic injury, the Union member may obtain a second opinion at the member's expense. Should there be a disagreement between the doctors' opinions, then the parties shall mutually agree to a third physician's opinion whose determination shall be binding on all parties. If the parties cannot mutually agree to select the third physician, the matter shall be arbitrated. The arbitrator's sole decision shall be to select the third physician only. The arbitrator's selection of the third physician is final and binding on all parties.
- (f) Qualifying employees or their applicable dependents shall be permitted to convert the present health plan to individual insurance policies pursuant to COBRA provisions in the event of termination or death. There shall be not more than a 2% administration fee.

Section 8. Court Time

Employees, who are required to be in court during non-working hours, shall be guaranteed a minimum of two (2) hours court time at time and one-half rates.

The City will compensate employees for travel time from the station to the court in a City vehicle on a schedule to be developed by the Department based upon distance and average travel time required. City vehicles are to be used only for court trips more than 12 miles one way. Prior approval of shift commander required.

Section 9. Overtime

(a) Employees shall be eligible to receive one and one-half times their regular hourly rate in the following circumstances:

(1) Time worked in excess of eight (8) hours in any one day unless normally scheduled to work additional hours to make a total of forty (40) hours per week.

(2) Time worked in excess of forty (40) hours in any one week, except:

(i) During the fourteen (14) day period between semi-annual shift changes, in which payment of overtime shall be made for all hours in excess of eighty (80) in that fourteen (14) day period.

(ii) When members are scheduled for training or upon mutual agreement between the employer and employee(s).

(3) Employees called in for overtime will receive a minimum of two (2) hours at the time and one-half rate, provided however that employees who have arrived on the premises and are asked to start work early, or are already on the job and asked to stay over, shall receive pay at the time and one-half rate, but the two (2) hour minimum shall not apply.

(b) Holiday overtime.

The City will pay double time to employees called in from leave days falling on the ten (10) regular holidays but not in the event of stay-overs, with the exception that employees who are requested to stay over more than 2 hours beyond the regular eight hour shift shall receive double time for the eleventh and twelfth hour, and in the event the employee is requested to stay over more than 12 hours, he/she shall receive double time for all hours in excess of eight.

(c) Comp-Time Bank:

1. At the employees option, up to forty (40) overtime hours per contract year may be credited to an overtime bank. Upon working the overtime the employees shall elect at the time to receive compensation or to apply the overtime hours to the Comp-Time Bank. Overtime hours not banked shall be paid in compensation. No more than forty (40) comp-time hours per contract year may be banked or used.

2. Comp-time banks shall be paid off at the end of each calendar year, based upon hours accumulated in that year, and at the pay rate applicable when earned. Paychecks shall be issued the second pay day in January. The new year shall start a new bank.

3. Comp-time shall not be taken in less than two hours at a time. Comp-time can be taken only with the approval of the Chief of Police.

4. Comp-time shall be in full hours only. Partial hour requests will not be approved.

5. Employees may elect to take comp-time pay only in January, April, July and October of each year. Comp-time will be paid at the rate earned.

(d) Overtime will be offered on a seniority rotation system.

Section 10. Work Schedule

(a) Work schedules showing the sergeant's shifts, work days and hours shall be posted in the Department at all times with four (4) days off in a fourteen (14) day pay period.

(b) The regular hours of work each day shall be consecutive except that they may be interrupted by a 30 minute lunch period and two 15 minute breaks.

(c) Time Clocks: Police Command Officers are not required to punch a time clock.

(d) Lieutenants shall work a nine hour work day, including one hour unpaid lunch period.

Section 11. Staff Assignments

(a) All non-probationary employees shall be permitted to pick their shifts within their classification every six (6) months on a rotating seniority basis whereby the senior officer in one six month selection moves to the bottom of the list for the next six months and the other officer moves up. The two most senior sergeants may not elect to work the same shift at any time when three (3) or more Sergeants have less than one year seniority unless approved by the Chief of Police.

(b) Command Officers may change shift with another Command Officer upon the approval of the Chief of Police.

Section 12. Jury Duty

An employee required to serve on a Jury will suffer no loss of pay or benefits. The employee's regular paycheck shall be issued and the employee shall endorse over to the City the amount he/she receives for jury service. Employees reporting for jury service shall automatically transfer to the day shift for the duration of such service. In the event jury service is performed on an employee's regular leave days, the City shall not pay compensation pursuant to this section for

such leave days. Employees released from jury service before noon are required to report for duty for the remainder of the day shift.

Section 13. Tuition Reimbursement

The City shall reimburse the cost of tuition at an accredited educational institution in accordance with the following:

- (a) Classes taken on an individual basis separate and not part of a college degree program will be evaluated on their individual merit and approval/disapproval determinations made by the City Manager.
- (b) Tuition reimbursement will not be made in advance. The employee will pay for the course and be reimbursed upon proof of completion of the course with a grade "C" or better, and the submission of a signed affidavit that the amount requested has not been requested or received from another source.
- (c) City reimbursement will be for tuition, mandatory fees, (except for recreation fees) and required books. All books shall become the property of the Auburn Hills Police Department within ten days of completion of the course(s). Supplies and other expenses will be the employee's responsibility.
- (d) Reimbursement will apply to active employees only and will require prior approval from the Supervisor, Department Head and City Manager. Reimbursement will be limited to \$3,000 per person per calendar year for undergraduate tuition and limited to \$4,000 per person per calendar year for post-baccalaureate education. Payments for tuition reimbursement shall not be included as part of the final average compensation calculations for pension.
- (e) Coursework and/or degree programs must be directly related to and those required for the employee's current position or one that exists within the City organization. However, if coursework is not related to a current position but is part of the degree related program, then coursework would be accepted.
- (f) Credit earned from life experience, credit transfer fees, training seminars, professional conferences and professional development seminars are specifically excluded.

Coursework and/or degree programs must be from accredited colleges and universities and recognized and appearing on the accreditation list published at the time of tuition eligibility determination, by the Council for Higher Education Accreditation (CHEA) or the United States Department of Education (USDE). Such determination is not subject to the grievance procedure.

Section 14. Sick Leave

- (a) All employees covered by this Agreement earn and are credited with eight (8) hours sick leave for each month of service, not to exceed ninety-six (96) hours per year.

(b) Sick leave is provided to permit an employee to remain in pay status while absent from work because of:

1. Personal illness or injury.
2. Pregnancy.
3. Illness or injury in own family (mother, father, wife, husband, children, step-children).

(c) Employees will be allowed to bank up to 240 hours of sick leave annually. Any sick time in excess of that amount will be paid to employees on the first payroll in December.

(d) An absence of more than three (3) consecutive days shall require support of a doctor's signed statement upon returning to work.

(e) An employee upon termination by the City shall be paid for all unused accumulated sick days at straight time rates, provided he/she has completed his/her probationary period. Upon death or retirement, all unused sick leave shall be paid in full to the retiree or his/her beneficiary or estate.

(f) When an employee expects to be absent from work due to illness, he/she shall notify or cause to be notified, his/her immediate supervisor by the beginning of that work day. An employee calling in sick may be required to verify his/her illness and/or visit the City's physician upon request of the City if abuse of sick time is suspected. The employee shall, upon his/her first day back to work, fill out a sick leave form and present it to his/her immediate supervisor. If the employee fails to do so, sick leave will not be paid.

Section 15. Non-Duty Connected Short Term Disability (STD) and Non-Duty Connected Long Term Disability (LTD)

(a) The Employer agrees to pay the premium to provide the STD insurance policy presently in effect. The weekly benefit shall be 66 2/3 of the employee's base weekly salary.

(b) The Employer agrees to pay the premium to provide the LTD insurance policy presently in effect. The monthly benefit shall be 66 2/3 of the employee's base monthly salary.

Section 16. Fringe Benefit Continuation and Limitation

(a) With the exception of Health, Dental and Life Insurance, all other fringe benefits including Holidays, Leave Days, Sick Leave Days, and Clothing Allowance shall accrue on a monthly basis in months in which the employee is in pay status one-half of the calendar month. Unpaid days and days in which an employee receives STD, LTD or Worker's Compensation benefits shall not be considered pay status days.

(b) When an employee is on an authorized leave of absence due to illness or injury, said employee's Health, and Life Insurance shall be continued for a twelve (12) month period provided, however, that in the event the absence is caused by a duty connected injury, Health,

and Life Insurance shall be continued as set forth in the Duty Connected Injury Section of this Agreement. Upon termination of the City's obligation to pay Health, and Life Insurance Premiums, the employee may convert to an individual policy in accordance with the insurance company policy and procedures.

(c) Qualifying employees or their applicable dependents shall be permitted to convert the present health plan to individual insurance policies pursuant to COBRA provision in the event of termination or death. There shall be not more than a 2% administration fee.

Section 17. Funeral Leave

In the case of death occurring in the employee's immediate family requiring his/her absence during a duty period, the employee shall be granted a leave of absence with pay for such period not to exceed five (5) consecutive work days (as will be necessary in the particular circumstances), one day of which shall be the day of the funeral. "Immediate family" is defined as the employee's wife, husband, children, parents, step-parents, brothers, sisters and step-children.

In the event of the death of other family members, a leave of absence not to exceed three (3) consecutive work days shall be granted in accordance with the above guidelines. "Other family members" are defined as parents-in-law, grandparents, grandparents-in-law, and grandchildren. Employees shall be allowed a one (1) day leave of absence with pay to attend the funeral of a brother-in-law, sister-in-law, aunt or uncle, provided that the day of the funeral occurs on the employees scheduled work day.

The City reserves the right to require proof of relationship and attendance at the funeral.

Section 18. Leave of Absence

An employee may take a leave of absence without pay for a period not to exceed thirty (30) days when he has completed five (5) years of service with the City, upon approval of the Chief of Police and the City Manager.

Section 19. Pension

I. The existing "Pension Plan" shall continue to be provided only for: (i) employees in the unit covered by this Agreement hired prior to January 1, 1997; and (ii) employees promoted into the unit covered by this Agreement who are already participating in the Pension Plan. Details of the Plans shall be set forth in the Plan itself, which shall include the following elements.

1. Normal Retirement: The normal retirement date shall be 50 years of age and 15 years minimum service.

2. Vesting: Shall be at 50% at 5 years and 10% per year thereafter. 100% vested at 10 years.

3. Monthly Retirement Benefit: Effective January 1, 2001, the pension multiplier shall be 2.8% percent for all eligible years of service. The number of eligible years multiplied by the pension multiplier shall not exceed 80%. The retirement benefit shall be calculated by multiplying the FAC (the employee's highest consecutive 5 year income average) by the number of eligible years of service by the pension multiplier (2.8%). Credited compensation shall include base pay plus overtime and longevity pay only, and shall not include holiday bonus days, sick bank payoff or other payments of any kind.

4. Employee Contribution:

Effective July 1, 2004, 5% of credited compensation

5. Disability & Death Benefit as defined in the Pension Policy.

6. Early Retirement is anything age 50 or older with less than 15 years of service, but will result in a ½% per month reduction for every month prior to age 55, with a minimum of five (5) years of service required which meets the 50% vesting minimum.

7. Cost of Living. The amount of pension payable to each qualified retiree whose service to the City has terminated and who has reached fifty (50) years of age with 15 years minimum service, shall be increased by 5% of the amount of the pension benefit which the participant is entitled to receive, when such benefit first becomes payable. Each January 1 thereafter the pension benefit shall be increased by the same dollar amount for a period of fifteen (15) years. If exercising the early retirement provision, the 5% COLA will begin at the age of 55 for a period of fifteen (15) years.

Effective for employees who retire on or after January 1, 2010, the Cost of Living Allowance shall be modified from 5% to 2.5% of the amount of the pension benefit which the participant is entitled to receive, when such benefit first becomes payable. Each January 1 thereafter the pension benefit shall be increased by the same dollar amount for a period of fifteen (15) years. If exercising the early retirement provision, the 2.5% COLA will begin at the age of 55 for a period of fifteen (15) years.

8. The employer shall amend the defined benefit pension plan document to provide for 3 appointed full time employee members of the pension committee one of which shall be reserved for a public safety employee who is represented by a bargaining unit. The employee members shall serve 6 year terms. At the onset of each term, or if there exists a vacancy, Unit members who are interested in serving on the pension committee shall submit an application to the City Clerk's office. Appointments shall be made based on a vote of the employees.

9. Purchase of Prior Police Service Time

(a) Maximum of three (3) years of prior police service time is eligible for purchase

(b) Cost to be determined by the City's actuary. Purchase must be actuarially neutral to the City's Defined Benefit Pension Plan.

- (c) Employee has up to five (5) years to pay the City for the purchase of time.
- (d) Payment for purchase of time (including 7.5% interest) must be completed within five years of application to purchase service time.
- (e) Payment for purchase of time (including 7.5% interest) must be completed prior to last day of work before retirement.
- (f) In the event that the employee is no longer an active employee with the City of Auburn Hills (termination, resignation, LTD, death of employee) the employee has the option of completing the payment to receive the full credit for the time proposed to be purchased. If full payment is not received prior to the employee leaving active status, the amount of service time that could have been purchased with the amount of money that the participant had paid to date, will be credited to the employees service time.
- (g) Purchased service time will only be used for the calculation of pension benefits and will have no effect on vacation calculations, life insurance provisions, and pension vesting schedule.
- (h) Purchased service time can only be used in the calculation of pension benefits and has no effect on minimum retirement age requirements.
- (i) Purchased service time cannot be utilized to satisfy the minimum service requirement for retiree medical insurance.

II. Deferred Compensation Plan. In addition to the present Pension Plan, the City will continue a 401(K) compensation plan to be jointly funded by the employer and employee contributions. For each 3/4% of annual salary contributed by the employee, the City will contribute 1% to a maximum 4% City contribution.

A. All employees shall be required to contribute at the 3% percent level in order to receive the City's maximum contribution.

B. The City's contribution shall vest to the employee at the rate of 20% per year based upon years of service with the Employer in a full time position. Employees having 5 or more years of service shall be fully vested.

C. Permanent and total disability will result in immediate full vesting.

D. In addition to the base contribution, employees may contribute up to 25% of their gross annual wages, not to exceed the maximum allowed by law.

E. Further guidelines are set forth in Section 401(K) of the Internal Revenue Code and in the Plan as administered by Unified Employee Benefit Services.

III. The Employer shall make available a 401(k) savings plan to employees covered by this Agreement (see Appendix G). Employees hired directly into the unit on or after January 1, 1997 and employees promoted into the unit covered by this Agreement who were participating only in the Employer's 401(k) compensation plan at the time of promotion shall only be entitled to the 401(k) savings plan.

A. Any employee in the unit who is not covered by the employer's Defined Benefit Pension Plan shall be covered by this section as it relates to duty connected disability. Participants in the defined contribution plan shall also participate in a duty connected disability plan with provisions identical to those set forth in the defined benefit plan. The employer's liability for the disability benefit shall be offset by (1) any amount which may be payable pursuant to the Worker's Compensation Act, if applicable, and (2) the lifetime annuity value of the employee's 401(k) defined contribution retirement account, determined as of the effective date of the employee's disability related separation from service. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employer or the employee, including amounts transferred into the plan. The defined contribution will also include any amount withdrawn from the 401(k) plan or leveraged or levied by the employee for any reason, regardless of whether it was by court order or voluntary decision. The value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the employee's assets in the plan.

Section 20. Optical Plan

The Employer will provide optical care for the employee and family. The plan will provide for an examination, lens and frames once every twelve (12) months with a \$10.00 co-pay.

Section 21. Salaries

Wage increases are as follows: 2015 (1.25%), 2016 (1.25%), 2017 (1.25%), 2018 (1.00%)

In lieu of the City's offering of a new Employer-matched 457 deferred compensation plan for Defined Contribution (401k) plan participants in the Unit, the 2015 hourly wage rate has been adjusted an additional 1%, having a 2.25% effect on 2015 hourly rates.

	01/01/15	01/01/16	01/01/17	01/01/18
Sergeants	39.58	40.07	40.57	40.98
Lieutenants	41.95	42.47	43.00	43.43

Section 22.

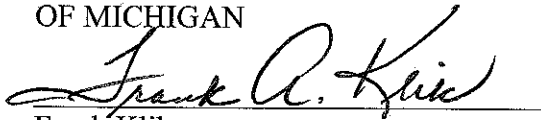
This Agreement shall remain in full force and effect from January 1, 2015 to 11:59 p.m., December 31, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full

force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

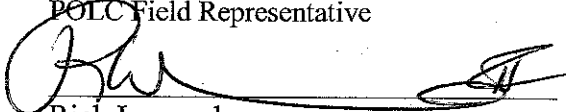
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the City.

POLICE OFFICERS' LABOR COUNCIL
OF MICHIGAN



Frank Klik
POLC Field Representative



Rick Leonard
Union Representative

Dated: 4-20-15

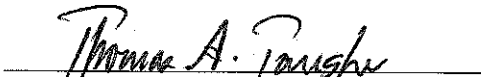
CITY OF AUBURN HILLS



Kevin R. McDaniel
Mayor



Terri Kowal
City Clerk



Thomas A. Tanghe
City Manager

Dated: 4/24/15

APPENDIX "B"

I hereby request and authorize the amount of \$_____ to be deducted from my wages, earned while in your employ, the labor representation fee of \$_____ per month, which will cover dues owed through the month of _____.

The amount deducted for the labor fees shall be paid to the Police Officers Labor Council, 667 E. Big Beaver Road, Suite 205, Troy, Michigan 48083.

LAST NAME (Please Print)	FIRST NAME	MIDDLE INITIAL
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Address	City	State	Zip
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Social Security Number	SIGNATURE	Date
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APPENDIX C

DRUG TESTING POLICY

I. PURPOSE

The City of Auburn Hills and the Police Officers Labor Council of Michigan (POLCM) have established a drug program covering sworn members of the Police Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation and provide all sworn Officers with notice of the provisions of the Department drug testing program.

II. POLICY

It is the policy of this Department that the critical mission of law enforcement justifies maintenance of a drug free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interest that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an Officer's physical and mental health and, thus, job performance.

Where law enforcement Officers participate in illegal drug use and activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the Department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this Department will implement a drug testing program.

III. DEFINITIONS

A. Officer -- Those Officers who have been formally vested with full law enforcement powers and authority and all Police Service Officers.

B. Supervisor -- Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.

C. Drug Test -- The compulsory or voluntary production and submission of urine by an Officer in accordance with Departmental procedures, for chemical analysis to detect prohibited drug usage.

D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

E. Probable Cause -- That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent man to believe it is more probable than not that an Officer had committed or was committing an offense contrary to this drug policy.

F. Probationary Officer -- For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the Department as a recently hired law enforcement Officer.

G. MRO - Medical Review Officer -- The medical review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.

IV. PROCEDURES/RULES

A. Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn Officers, while on and off duty:

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.
4. Discipline of Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and regulations, policies and procedures and the current collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Officer determines that an Officer's drug test was positive; the Officer may be immediately relieved of duty, with pay, pending a Department investigation by Director of Public Safety or his/her designee. An expeditious investigation will be conducted.

B. Applicant Drug Testing

1. Applicants for the position of sworn law enforcement Officer and Police Service Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test; or
 - b. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Probationary Officer Drug Testing

All probationary recruit Officers shall be required as a condition of employment to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief of Police or his/her designee. They may be tested prior to completion of the probationary period.

D. Officer Drug Testing

1. Officers will be required to take drug tests as a condition of the continued employment in order to ascertain prohibited drug use, as provided below.
2. The City and Union have agreed to a policy under which each employee of the Police Department may be required to undergo a drug screen on a random basis once every month, or whenever the City has probable cause or reasonable suspicion.
3. The names of all Officers shall be placed in a sealed container and shall be drawn out by a representative of the Union and the Chief of Police or his/her designee. Two names will be drawn each month and these employees will be notified to promptly submit to a drug screen as prescribed herein. The Union Representative and the Chief of Police or his/her designee, shall not reveal the names of those employees drawn until after the employee has been appropriately contacted by the Department.
4. The Chief of Police may order an Officer to take a drug test upon documented probable cause that the Officer is or has been using drugs in violation of this policy. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test.
5. Upon reasonable suspicion the Department may request, through the Union, that an Officer submit to a voluntary drug test. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

Any officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.

6. Upon signing this agreement, all members of the Union shall submit to a base line drug screen analysis, including the Chief and Deputy Chief of Police. The Last Chance Agreement shall be available to any member who exhibits a positive test.

7. A drug screening test shall be considered as a condition of acceptance to a narcotic unit. Furthermore, the members of a narcotic unit will be tested randomly at least once every six months and also when they leave the unit. The members shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

8. Employees whose names are drawn shall be notified immediately by the Chief of Police or his/her designee and will promptly submit to a drug screen at a designated facility. If attempts to notify the employee are unsuccessful, that employee shall submit to a drug screen immediately upon their return to work. Drug screens shall be conducted on compensated time.

E. Penalty

Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Auburn Hill Police Department's rules and regulations, and may include discharge from the Police Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

F. Rehabilitation Program

1. Under this program, any employee may volunteer to enter a drug education/rehabilitation program prior to the random test or prior to being notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in a City approved/supervised drug education program as directed by the City, followed by unannounced periodic testing for drugs.

With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/supervised out-patient treatment program as directed by the City. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstances may thereafter result in the employee's suspension and dismissal from the City. Furthermore, the failure to fully participate in and/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.

2. The drug education program and in-patient treatment referred to in this Section shall be paid for by the employee, subject to the City provided insurance program including out-patient treatment.

3. Employees will be allowed to use accrued sick leave benefits until such time as the City, based upon medical evidence, determines that they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the City, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of medical records.

G. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of Department drug testing, shall be adhered to by any laboratory personnel administering drug testing.

2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Officer to be tested before they enter the testing area.

3. In order to prevent a false position test result, a pre-test interview shall be conducted by testing personnel with each Officer to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the Officer divulge the necessary medical information to the Medical Review Officer that may have lead to a false positive test.

4. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an Officer enters it to produce a urine sample, and document that it is free of any foreign substance.

5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted to no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation, however, the Officer may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.

6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his/her Union, prior to disciplinary action, should the original sample result in a legal dispute. The Officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the Officer and laboratory technician, and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

H. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:

- a. initial screening test
- b. confirmation test (if initial screening test is positive)

2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until confirmation test results are obtained and verified by the MRO.

3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse listed herein or as modified by the Michigan Law Enforcement Officers Training Council. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collective procedures.

5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level	(ng/ml)
Marijuana metabolite	100
Cocaine metabolite.....	300
Opiate metabolite.....	300*
Phencyclidine.....	25
Amphetamines	1000
Barbiturates	300

*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana metabolite15*
Cocaine metabolite.....150**

Opiates:

Morphine..... 300+
Codeine 300+
Phencyclidine.....25

Amphetamines:

Amphetamine.....500
Methamphetamine.....500

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylcegonine

+ 25ng/ml if immunoassay-specific for free morphine.

Barbiturates300

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.

7. Officer having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Officer's personnel file upon the Officer's Request.

8. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

I. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

J. Drug Test Results

All records pertaining to Department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the Officer's job duties.

K. Use of Marijuana

In accordance with Department policy on use of marijuana, an employee undergoing a scheduled drug screen which tests positive for marijuana may be suspended without pay for a period of thirty (30) days, required to satisfactorily participate in drug education program, and undergo periodic unannounced testing for a period of two (2) years. Any further use of any controlled substance, including marijuana, will thereafter result in dismissal.

Further, the employee's failure to satisfactorily participate in the drug education program shall constitute grounds for discharge. This policy in no way limits the Department's prerogative to appropriately discipline its members for conduct related to the use of marijuana.

L. Procedures for Implementation of the Last Chance Agreement

1. An Officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, if found guilty during Department disciplinary proceedings, be offered a Last Chance Agreement.
2. At the discretion of the Chief of Police, that Last Chance Agreement may also be offered to any Officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (Last Chance Agreement) must be signed by Department and employee.
4. Officer must attend the Employee Assistance Program and/or an authorized rehabilitation source.
5. Officer must sign a form releasing any and all information to management as may be requested.
6. Officer must complete a rehabilitation program as prescribed by the Employee Assistance Program and/or an authorized rehabilitation source.
7. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. Examination shall only screen for drug use and the physical impact of the prior drug usage.

8. Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
9. Once authorized to return to duty, the Officer must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.
10. The Officer shall be subject to the terms of this program for three (3) years after their return to work.
11. The Officer must agree in writing that the Officer will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
12. Officer must be advised that the Officer is not obligated to sign the Agreement and be advised he has the right to seek the council of his/her legal and/or labor representative.
13. Employees are eligible only once for Last Chance Agreement during course of their employment with the City of Auburn Hills.

APPENDIX D

SERGEANT AND LIEUTENANT PROMOTIONAL PROCESS

I. PURPOSE

The purpose of this document is to define the promotional process used to select police sergeants.

II. GOALS

The goal of this promotional process is to identify the most qualified person for the position. It is the goal of this Department to be as fair and objective as possible in identifying the most qualified candidates.

III. PROCEDURE

The procedure for identifying candidates shall be as follows:

A. Qualifications

1. Prior to any posting of a promotional opportunity, the job description for the position shall be posted in a conspicuous place.
2. Applicants to test must have a total of 3 years service as a full-time police officer.
3. Applicants must meet all other qualifications named in the job description.

B. Process

1. A vendor or vendors shall be selected to conduct the promotional process based on quality of their work, references, price and any other factors deemed appropriate by the Chief of Police. The union shall be given an opportunity to make a recommendation related to selection of the vendor.
2. The process shall consist of:
 - a. Written test
 1. Provided by the vendor as a part of the process.
 2. Shall contain at least 20% content from this Department's Rules, Regulations, General Orders and Operating Memorandums.
 3. The bibliography shall be posted 60 days prior to the test date.

b. Assessment Center/Structured Oral Board

Vendor shall select the board members and provide all

materials and process to be used in accordance with commonly accepted practices for this type of process.

3. Scoring

- a. Scores shall be posted as soon as possible using an identification number assigned to candidates at the written test.
- b. A minimum score of 70% is required to proceed to the Assessment Center/Structured Oral Board from the written test.

4. Weighting

- a. The process shall have the following weights:
 1. Written test - 30%
 2. Assessment Center/Structured Oral Board 70%
- b. Additional Points
 1. 1% assigned for completion of a bachelor's degree prior to the process.
 2. 1% assigned for completion of a master's degree prior to the process.

5. Banding

- a. In addition to numerical scores candidates will be placed into "bands" or groups by the vendor, using their professional experience and judgment, based on the scores.
- b. The groups or "bands" shall be identified as:
highly qualified
qualified
not yet qualified
- c. Posted scores will not include the band, only the numerical score

IV. PROMOTIONAL LIST

- A. Candidates who score in the "qualified" and "highly qualified" bands shall be placed on a list in order of their scores.

The list will remain valid for one (1) calendar year from the date it was Posted.

- B. Promotions will be made from the top three (3) qualified candidates on the list by the City Manager upon recommendation by the Chief of Police.
- C. As a promotion is made the person in the 4th place on the list becomes part of the top three for the next potential promotion. This process continues until the list expires or the list of qualified candidates is exhausted.

V. PSYCHOLOGICAL EXAMINATION

The three highest scoring candidates will be required to complete a psychological exam consisting of testing and an interview. The exam will be un-weighted and shall be considered with other testing results in determining the candidate to be Promoted. Any candidate who has completed this exam within the last 2 years as part of this promotional process shall have the option to use their prior results instead of participating in another exam.

VI. FOLLOW-UP

A. Testing Process

The vendor in the testing process will be required to meet with each candidate upon request for a review of their scores.

B. Psychological

The City will provide an opportunity for any candidate who had a psychological exam to meet with the psychologist for a review following the process.

C. Chief of Police

The Chief of Police will meet with any candidate upon request for review of their scores.

LAST CHANCE AGREEMENT

RE:

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on _____, and;

Whereas, the Auburn Hills Police Department will conditionally reinstate _____ to the position of _____, provided the Officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Auburn Hills Police Department and subject to the following terms and conditions being met and maintained:

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may be requested.
 2. Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or a City authorized rehabilitation source.
 3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. Examination shall only screen for drug use and the physical impact of the prior drug usage.
 4. Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
 5. Once authorized to return to duty, the Officer must submit to a periodic urinalysis on a timetable as may be determined by the Chief of Police.
 6. Upon clearance by the medical facility designated by the Chief of Police, shall be returned to the Police Department as a _____.
 7. Once returned to duty, Officer _____ will present himself to the Department's employee assistance program for evaluation, and agree to, as well as follow any and all directives given to him/her by the employee assistance program or rehabilitation program for a period of three (3) years.
- Officer _____ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the employees assistance program directives are grounds for discharge, subject to review pursuant to the Collective Bargaining Agreement of only the discharge for failure to follow E.A.P. directives.
8. Officer _____ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the City of

Auburn Hills, subject to review pursuant to the Collective Bargaining Agreement of only the discharge for a positive test result hereunder.

9. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing and Officer _____ waives any claim thereto.

10. The Union shall withdraw with prejudice the Grievance # _____ and shall release and discharge Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and _____ from any and all claims relating thereto. Officer _____ shall relating to Grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, Officer _____ releases the City of Auburn Hills and Union from all liability and claims he/she may have had or now has with respect to this employment with the City of Auburn Hills whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the Collective Bargaining Agreement of the City of Auburn Hills and the Police Officers Labor Council of Michigan.

11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.

12. The parties agree that this Agreement is entered into as a full and final settlement of the above referenced matter, and is to have no presidential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.

13. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitration shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____ 20_____.