

12/31/96

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**CITY OF PONTIAC, MICHIGAN**  
**AND**  
**MICHIGAN ASSOCIATION OF POLICE**  
**ON BEHALF OF**  
**PONTIAC POLICE OFFICERS ASSOCIATION**

*Pontiac, City of*

**January 1, 1991 through December 31, 1996**

This Agreement between the City and MAP is pursuant to the Arbitration Award Case No. D93 K-1457.



**Pontiac Police Officers Association  
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## ARTICLE I - PURPOSE AND INTENT

1.1 The general purpose of this Agreement between the City of Pontiac, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and the Michigan Association of Police, existing under the laws of the State of Michigan (hereinafter referred to as the "Association" or "M.A.P."), on behalf of the Pontiac Police Officers Association, its affiliate, (hereinafter referred to as the P.P.O.A.), is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Pontiac in its capacity as an Employer, its employees, the Association, and the citizens of the City of Pontiac.

## ARTICLE II - RECOGNITION

2.1 The City of Pontiac recognizes the Michigan Association of Police as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all police officers below the rank of sergeant. The City agrees to negotiate with the Association on items relating to rates of pay, wages, hours and conditions of employment.

## ARTICLE III - REPRESENTATION

3.1 Negotiating and Grievance Committee. The Association shall be represented in all negotiations by a committee of the Association. The Committee shall be composed of the president, vice president, secretary and treasurer of the Pontiac Police Officers Association together with a representative from M.A.P. the City shall negotiate with those representatives as herein provided. The committee shall also constitute the grievance committee.

3.2 Investigating Grievances. When it becomes necessary for the grievance committee or stewards to investigate grievances referred to them, a member of the committee or steward shall be given time off from the job, with pay, to investigate the alleged grievance fully. The committee person or steward shall inform his/her supervisor sufficiently in advance as to allow a relief employee to fill his/her job.

3.3 Time Off for P.P.O.A. Officials - With Pay. The President, Vice President, Secretary and Treasurer of the P.P.O.A. will receive reasonable consideration for time off the job with pay for the following union activity. All such requests for time off must be submitted in accordance with departmental procedure, and received sufficiently in advance to permit proper evaluation and replacement consideration. The Chief of Police shall make the final decision in all such matters and will provide the requesting union official with a written disposition to all such requests. Union officials shall be appropriately attired in accordance with the needs of their specific duty assignment during those times when they are officially on police duty or subject to immediate recall to police duty. The following activities under "A" through "L" will be administered as written.

- A. Monthly Membership Meetings. Stewards or alternate stewards will also receive consideration to attend this activity subject to being available for immediate recall to duty. Time off for such purposes shall be limited to the actual scheduled time of the meeting.

- B. Special Committee Meetings. P.P.O.A. members who are appointed as special committee members by the P.P.O.A. will also receive consideration at the discretion of the Chief of Police. Time off for such purposes shall be limited to the actual scheduled time of the meeting.
- C. Special Training Seminars. Individual determinations in each instance shall be at the discretion of the Chief of Police.
- D. Executive Board Meetings. Stewards or alternate stewards will also receive consideration to attend this activity subject to immediate recall to duty. Time off for such purposes shall be limited to the actual scheduled time of the meeting.
- E. Contract Negotiation Meetings. Time off for this activity shall be the actual scheduled date of the meeting (7am - 5pm).
- F. Grievance Meetings. Members of the grievance committee shall receive time off to discuss "step 2 grievances" with the Division Commander, "step 3 grievances" with the Chief of Police and "step 4 grievances" with the Labor Relations Administrator. Ordinarily, only two (2) members of the grievance committee will be excused for this activity. Time off for such purposes shall be limited to the actual time of the meeting.
- G. Arbitration, Court and Labor Hearings. Time off for such activity shall be limited to the actual scheduled date of the hearing (7am - 5pm). In those instances where such hearings are rescheduled or adjourned, time off will be adjusted accordingly. Ordinarily, only two (2) members will be excused for such hearings.
- H. Monthly Meetings with City. Time off for such purposes shall be limited to the actual scheduled time of the meeting.
- I. Internal Association Affairs. Each P.P.O.A. official will receive five (5) hours per week, non-accumulative, to conduct internal P.P.O.A. affairs. Such activity is to be conducted at the P.P.O.A. office located at 18 W. Huron in the City of Pontiac, and P.P.O.A. officials shall be subject to recall to duty, should conditions require. Any change in the location of the P.P.O.A. office must be approved by the Chief of Police.
- J. Miscellaneous. Requests for time off for P.P.O.A. union activity not specifically mentioned in the above sections of this document, but which are specifically identified and provided by the union contract, will receive consideration in accordance with the contract provisions. All other requests for time off will be at the sole discretion of the Chief of Police.
- K. External Affairs (M.A.P.):
  - 1. Annual conferences. (5 days will be allowed only one (1) officer for the term of the contract)

2. Annual M.A.P. delegates meeting.

L. Night Duty. Union officials assigned to night duty will receive consideration for time off, either immediately preceding or immediately following an approved, prescheduled, daytime union activity as provided in these guidelines.

**3.4 Time Off for P.P.O.A. Officials - Without Pay**. Officers who are elected officials of the P.P.O.A. shall receive reasonable time off without pay to attend the following Michigan Association of Police events:

A. Monthly board meetings

B. Special Training Seminars

C. Special Office Maintenance Assignments of Short Duration

**3.5 Stewards**. There shall be six (6) stewards as follows: One (1) steward for each of the three (3) patrol shifts, one (1) steward for traffic patrol officers, one (1) steward for plainclothes officers, and one (1) steward for detectives. There may also be one (1) alternate for each steward at the P.P.O.A. discretion.

#### ARTICLE IV - DEDUCTION OF DUES

**4.1** Employees who are represented by the bargaining unit may authorize the City to pay their service fees or dues to the P.P.O.A. and to deduct the amount of the dues or service fees from each bi-weekly paycheck. Upon receipt of written authorization, the Director of Finance shall make the deduction at the next pay period designated for this purpose. Dues and service fees shall be collected in advance for the following month and the total amount deducted each month shall be forwarded to the P.P.O.A. treasurer in one payment. Members of the bargaining unit laid off shall have their dues or service fees automatically deducted upon return to employment with the City without signing another written authorization.

#### ARTICLE V - AGENCY SHOP

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

A. Service fee. Present employees covered by this Agreement shall, as a condition of employment, either become members of the P.P.O.A. or pay the equivalent of the P.P.O.A. regular monthly dues, referred to as a service fee, to the P.P.O.A. for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of the Agreement.

B. Employees hired, rehired, reinstated, demoted or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, become members of the P.P.O.A. or pay the equivalent of the P.P.O.A. regular monthly dues, referred to as a service fee, to the P.P.O.A. for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

- C. An employee who shall tender an initiation fee (if not already a member) and the periodic dues and assessments uniformly required of a member or service charge shall be deemed to meet the conditions of Section 5.1.
- D. Save harmless. The Association will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with Article V of this Agreement, including but not limited to, costs of litigation, attorney fees and judgments, if any.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

- 6.1 The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- 6.2 Policy Grievance/Suspension/Discharge. Grievances affecting a number of employees in more than one division may be treated as a policy grievance and entered directly at the third step of the grievance procedure. Suspension and discharge appeal grievances shall be entered at the third step.
- 6.3 Time Limits. Grievances shall be submitted within twenty (20) days of the event, occurrence or knowledge of the facts giving rise to the grievance, and in cases of suspensions within twenty (20) days of the day the suspension is terminated by discharge or reinstatement. Grievances not appealed in writing to the next step within ten (10) working days of receipt of the last decision shall be considered settled on the basis of the last decision. All time limits of the grievance procedure may be shortened or extended by mutual written agreement.
- 6.4 Failure by the City to answer a grievance within the time limits specified shall allow the grievance to be processed to the next step in the grievance procedure at the option of the Association.
- 6.5 Right to Present Grievances. Every officer covered by this Agreement shall have the right to present grievances in accordance with the following procedure:

Step 1. Verbal - Immediate Supervisor. An employee who believes that any provision of this Agreement has not been applied or interpreted properly may discuss his/her complaint with his/her immediate supervisor with or without the presence of his/her steward. The parties shall discuss the complaint in a friendly manner without interference of any kind, and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her steward before any discussion takes place with the Supervisor.

Step 2. Written - Division Commander. If not satisfactorily settled at the first step, the grievance shall be reduced to writing and shall be referred to the Division Commander of the affected employee(s). A meeting between the Division Commander and the Committee of the Association shall be held within ten (10) working days after being referred to the Department to discuss the grievance. If not satisfactorily adjusted at this meeting, the Division

Commander shall give a written answer to the Association within ten (10) working days of the meeting.

Step 3. Chief. If not satisfactorily settled at Step 2, the grievance shall be referred to the Chief of Police. A meeting between the Chief and/or his/her designated representatives and the committee of the Association shall be held within ten (10) working days after referral to the City to discuss the grievance. If not satisfactorily adjusted at this meeting, the Chief shall give a written answer within ten (10) working days of the meeting.

Step 4. Labor Relations Administrator. If not satisfactorily settled, the grievance shall be referred to the proper representative of the Labor Relations Administrator. A meeting between such representative(s), the Chief and/or his/her designated representative and the Grievance Committee of the Association shall be held within ten (10) working days after referral to the Labor Relations Administrator. If not satisfactorily adjusted at this meeting, the City shall give a written answer within ten (10) working days of the meeting.

Step 5. Arbitration.

- A. Any unresolved grievance having been processed through the last step of the grievance procedure may be submitted to arbitration by the Association.
1. Notice of intention to proceed to arbitration shall be given in writing.
  2. The City and the Association shall attempt to agree on the selection of an arbitrator.
  3. In the event the parties cannot agree on the selection of an arbitrator within ten (10) working days of the request for arbitration, they shall request the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service to appoint the arbitrator in accordance with their applicable rules and regulations.
- B. The arbitrator shall limit the award to the interpretation, application, or enforcement of this Agreement, and the arbitrator shall be without power or authority to make any award contrary to, or inconsistent with, or modifying or varying in any way, or adding to or subtracting from this Agreement.
- C. The right of the Association to request arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the City's answer in the last step of the grievance procedure immediately prior to arbitration, and any grievance not submitted for arbitration within such period shall be deemed settled on the basis of the last answer given by the City.

- D. The City in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed, except in cases of suspensions. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his/her grievance within ten (10) working days after receipt of such pay.
- E. The award of the arbitrator shall be final and binding upon the City, the Association, and the affected employee(s).
- F. The award of the arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a grievance to arbitration, state, and opposite party is bound to agree, that the award shall not be a binding precedent in like or analogous situations pending at the time.
- G. In the event a grievance is submitted to an arbitrator and the arbitrator finds that he/she has no power to rule on such grievance, it shall be referred back to the parties without an award or recommendations on the merits of the grievance.
- H. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of, witnesses who are called by them. On duty employees may be called as witnesses without loss of pay.
- I. All records, reports and other information pertaining to a grievance which are utilized in an arbitration proceeding shall be made available for inspection and copying by the Association, provided the proper representative of the Association makes a specific request for the specific document in question.

## ARTICLE VII - SENIORITY

**7.1** Definition: Seniority of a new officer shall, except as otherwise provided in this article, commence after the officer has completed a probationary period of twelve (12) months and shall be retroactive from the date of last employment as an officer in the Department. The probationary period may be extended up to an additional six (6) months. The probationary employee shall receive advance notice of such extension and the reasons therefore. The Association shall receive advance written notice of the extension of probation.

- A. Any employee who fails to successfully complete the probationary period may be terminated at the sole discretion of the Chief of Police without recourse to the grievance procedure.

**7.2** In the event the date of promotion of more than one (1) person is the same, in grade, seniority among them shall be determined by:

- A. Length of service as a sworn Pontiac police officer.
- B. Placement on promotional list if, length of service is the same.

**7.3 Seniority While on Leave.** Seniority shall not accrue during any unpaid leave of absence longer than two (2) weeks. Unpaid leave for illness, injury, or military duty with the armed forces of the United States shall not be considered as interrupting the accrual of seniority.

**7.4 Forfeiture of Seniority.** An employee shall forfeit his/her seniority rights only for the following reasons:

- A. He/she resigns;
- B. He/she is dismissed and is not reinstated;
- C. He/she is absent without leave for a period of three (3) working days or more (exceptions to this may be made by the City on the grounds of good cause for failure to report);
- D. Service retirement.

**7.5 Seniority Lists.** A seniority list shall be furnished to the P.P.O.A. by the City in January and July of each year.

#### **ARTICLE VIII - SHIFT ASSIGNMENTS**

**8.1** Shift Assignments and choice of leave days and scheduled vacation, in accordance with the manning needs of the department, shall be based on seniority in rank and shall be determined separately within each division and platoon. The present policies of permanent shifts and allowing voluntary shift transfers on the basis of seniority at six (6) month intervals shall be continued.

#### **ARTICLE IX - LAYOFF-RECALL**

**9.1 Layoffs and Recalls** shall be determined on the basis of seniority, provided in any event, the employee working shall be qualified to perform their job assignments. In the event that layoffs occur and demotions are necessary, the original hiring date shall determine the seniority standing of those having been demoted to a lower rank. Those personnel who are demoted as a result of either layoffs or cutbacks shall be the first to be promoted to their former rank from current promotional lists. No new employee will be hired by the City as long as there are employees laid off who have seniority and can perform the duties of the position.

**9.2 Notice.** In the event layoffs are imminent, the City will tender a fourteen (14) day written notice to each affected employee and the Association.

**9.3 Super-seniority.** Irrespective of their positions on the seniority list, the P.P.O.A. president, vice president, secretary, treasurer and six (6) elected stewards shall, in the event of layoff only, be continued on the job.

## ARTICLE X - TRANSFERS

**10.1 Involuntarily.** Employees shall not be involuntarily transferred out of line of seniority except for good cause.

**10.2 Posting.** No transfers of employees shall be made to positions in other sections or divisions of the department except shift assignments without notice of such positions being posted on the Association bulletin board for a period of seven (7) days prior to the filling of such position. Any employee interested in filling such position shall, before the end of the seventh (7th) day, file a written request with the Chief, requesting consideration in filling such position.

- A. The criteria for filling of such positions will be supervisory recommendation, oral interview, and seniority. The P.P.O.A. president will receive a copy of the standings of the applicants after the selection is made.
- B. It is mutually agreed between the parties that neither the Employer nor the Association shall discriminate against any member in regard to race, color, religion, sex, age or national origin. The parties support appropriate affirmative action practices which are intended to overcome barriers to equality in employment opportunities. Affirmative action is recognized as a problem solving effort involving practices or procedures designed to negate or counteract barriers to equality in employment. It is further understood that in this regard the Chief will have full authority to determine and place employees to prevent under utilization of the above paragraph.

**10.3 Oral Board.** The oral board shall be made up of at least two (2) members of the Pontiac Police Department with the rank of Sergeant or above.

**10.4** Notwithstanding anything in this section to the contrary, it is recognized that the integrity of the department for its performance as the conservator of the public safety must not be jeopardized through constraints resulting from the application of the principles set forth in this section. In any event, determinations with respect to subjects covered in this section shall not be in conflict with the best interests of the department. The claim of any employee that he/she has been unreasonably or unjustly transferred, reassigned, or denied such a job opening shall be subject to the grievance procedure.

## ARTICLE XI - PROMOTIONS

**11.1 Examinations.** A promotional list will be made in order of final scores on examinations and promotions will be made in accordance with provisions in this collective bargaining agreement. Departmental promotions for the positions of Detective and Sergeant shall be made by competitive examination which shall consist of the following components:

- A. Written examination
- B. Oral interview
- C. Seniority

- 1. The written test will be administered by the Personnel Department to those applicants meeting the minimum qualifications and submitting an application during the prescribed filing period.

- a. The Detective written exam shall be held on the second (2nd) Saturday in September.
- b. The Sergeant written exam shall be held on the third (3rd) Saturday of September.
- c. There shall be no makeups of written examinations except in the event where the employee is unable to attend the scheduled examination due to the employee's hospitalization and/or death in the family.
- d. The union has the right to be present and observe the conduct of the written exam.

2. Component scoring weights shall be as follows:

- a. Written examination 45%

(a minimum passing score of 70% will be required to continue the examination process.)

- b. Oral interview 45%

- c. Seniority 10%

(Seniority points shall be computed on a basis of .666% for each year of service to a maximum of fifteen (15) years. At fifteen (15) years of service and thereafter, seniority shall have an assigned weight of 10%. Seniority will be prorated at 1/12 of .666% per full month between employee's anniversary date and the effective date of the promotional list.)

- d. An overall score of sixty-five (65) percent must be achieved in promotional examinations in order for a candidate to be certified as having passed.
- e. Fail probation. Upon failing to satisfactorily complete the promotional probationary period of six (6) months, an employee who has been promoted will be returned to his/her former position.
- f. Content of test. The City will furnish a bibliography and outline covering the contents of the proposed written examinations for Detective and Sergeant. This bibliography and outline will be given to the Association at least six (6) months prior to the examination date.

g. Oral Interview

1. An employee will receive notification thirty (30) days prior to the oral interview.
2. The oral interview board shall consist of three (3) sworn police officers from cities similar to Pontiac.
3. The Union and the Personnel Department will be present to observe the oral interview process. The Union observer will be the president of the Union or his/her designee.

**11.2 Examinations** will be conducted for certified candidates. Promotional examination announcements shall be posted at least sixty (60) days prior to examination date.

**11.3 Confidential**. Examinations shall be confidential except that a candidate and his/her Association representative, at the request of the candidate, may inspect the completed examination of the candidate but may not copy questions nor take notes during such inspections. Inspection of written exam results are to be conducted as soon as practical after exam is corrected.

**11.4 Grievances** pertaining to the nature and content of examinations must be filed at the third (3rd) step within twenty (20) working days after the date of examinations. Other grievances are barred twenty (20) working days after the posting of examination results.

**11.5 Eligibility Lists - Qualifications**. The names of employees who have qualified in a given promotional examination will be placed on an eligible list. An eligibility list shall remain in force for two (2) years from the date the last eligibility list was established or until the names on the list have been exhausted, whichever occurs first.

A. Qualifications. In order to participate in the promotional examination for Detective, an applicant shall have served four (4) years as a sworn Pontiac Police Officer. To participate in the promotional examination for Sergeant, an applicant shall have served five (5) years as a sworn Pontiac Police Officer. An applicant will be given credit for their seniority of time in service as of the effective date of the promotional list.

B. List. The names of qualifying employees will be placed on the list in order of final scores. In the case of a tie, names will be ordered according to seniority. If a tie still exists, names will be ordered according to badge numbers.

**11.6 Positions vacated** by retirement, resignation, or death shall be filled from eligible lists within a period of ninety (90) days provided that the Chief of Police shall have the discretion of determining if such vacated position or positions shall be filled.

**11.7 Temporary promotion** to a position of higher pay shall not exceed ninety (90) days except in filling a temporary vacancy created as a result of illness, injury, or training, in which

event the temporary promotion shall not exceed six (6) months. A temporary promotion to a permanent vacancy shall not exceed sixty (60) days. Nor shall successive temporary promotions be made to the same position. Patrol Officers and Detectives performing duties in such positions of higher pay shall receive the rate of pay for such duties that they would receive if promoted to such positions or higher pay.

## ARTICLE XII - EMPLOYEE RIGHTS

**12.1 Line up.** No employee shall be required as a condition of continued employment to stand in a line up.

**12.2 Polygraph test.** No employee shall be required as a condition of continued employment to take a polygraph or lie detector test. No discipline will result if an employee refuses to participate in such test and no inference will be taken because an employee refused to take any such test.

**12.3 Statements.** Recording devices shall not be utilized during interviews with employees.

**12.4 Citizen complaints.** The following procedure shall be followed in all cases where a citizen makes a written formal complaint of alleged misconduct against an employee.

- A. The employee shall be notified prior to giving any statement of the acts, either of commission or omission, which he/she is alleged to have committed by the complainant.
- B. The employee shall then be given an opportunity to contact Association representatives for the purpose of representation.
- C. No employee shall be required to make any oral or written statement concerning any alleged misconduct on his/her part until he/she has been notified of the nature of the alleged misconduct (in writing) with which he/she is charged.
- D. The employee shall have three (3) scheduled work days, excluding approved leave, to respond to allegations.

**12.5 Agency Complaints.** In all cases where the department is charged by the Civil Rights Commission, MIOSHA, or a similar agency with violations of law allegedly committed by a named employee or employees, the department shall promptly notify said employee and the Association.

**12.6 Internal Investigations.** The following procedures shall be followed in all internal investigations conducted by the Pontiac Police Department.

- A. The officer shall be notified, in writing or orally, prior to giving any statement of the acts, either of commission or omission, which he/she is alleged to have committed by the complainant and the date and time of such acts. Effective February 17, 1992, the supervisor who makes the notification shall be authorized to make a preliminary inquiry into the facts of incidents relating to

police performance in order to determine appropriate administrative recommendations. Notwithstanding the foregoing, nothing contained herein shall impede any rights that the officer has under Weingarten.

- B. All internal investigations shall be conducted by the Professional Standards Division. In the event the Professional Standards Supervisor is unavailable, the Chief may appoint a temporary Professional Standards Supervisor and such person shall not be from this bargaining unit.
- C. The employee shall be represented by one of the following: President, Vice President, Secretary, Treasurer of the P.P.O.A. and/or his/her attorney and/or business agent during any interview. Refusal of the above representatives to be present to represent the employee shall not impede the investigation from proceeding.
- D. Internal investigations which may result in criminal charges shall be conducted utilizing standard police procedures, ethical police practices, and all applicable laws. The employee and the Association shall be notified as soon as practical when a criminal warrant has been obtained for an employee.
- E. The employee and the Association will be notified as soon as practical when it is apparent that a professional conduct report will be or has been initiated against an employee. The P.P.O.A. and the employee shall be notified within seventy-two (72) hours of such report being issued.
- F. Whenever any complaint or charge is brought against an employee from external or internal sources which focuses the investigation upon an employee subject to this Agreement, or under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of a crime or offense under the state or federal law or City ordinance or traffic violation involving death or serious injury, the following procedure shall be established for the obtaining of statements in connection with said complaint and the employee shall, at their option, be represented. They may specifically be represented by one (1) of the P.P.O.A. elected officers (President, Vice President, Secretary, Treasurer), and/or legal counsel and/or M.A.P. representative at every stage of the proceedings. Refusal of the above representatives to appear to represent the employee shall not impede the investigation from proceeding.
  - 1. The employee shall be given a written summary of the charges against him/her.
  - 2. Before interrogation or making of statements, he/she shall be allowed the opportunity to obtain the advice of counsel.
  - 3. Any order to make a statement shall be a written order, signed by a commanding officer and the order shall state any refusal to make a statement would be grounds for disciplinary action by the department.

4. The order and the statement shall be considered a private record and shall not be made available, except under judicial subpoena, or order where required by law, to any other agent or agency without the consent of the employee. The statement made shall not be construed to be a waiver of an employee's right to the privilege against self-incrimination, but shall be used solely for internal employment purposes.

The summary referred to in paragraph A above shall not set forth the time, date and place of the alleged offense or incident, and a description of the latter.

**12.7 All Investigations, Statements and Proceedings** of alleged misconduct requiring the employee's presence shall be conducted during the employee's normal duty hours whenever feasible and the employee shall be compensated at the overtime rate of pay for all time required to be in attendance while not on duty; provided the alleged misconduct is unfounded.

**12.8 Records**

- A. All allegations of misconduct not substantiated shall not be made a part of official department personnel files.
- B. No statements of any employee relating to alleged misconduct on his/her part and required by the department for internal department purposes shall be released to any person or agency outside the department without the employee's consent except upon order of a court or subpoena.
- C. No employee shall be required to make any statement relating to his/her official duties to any person or agency outside the Police Department, except when subpoenaed or so ordered by the court.
- D. All information in the personnel files of the Police Department or the Personnel Department regarding employees in the bargaining unit shall be treated in strict confidence by the City. No information which is against the interest of the employee shall be given to any person or agency except the City of Pontiac, which shall be interpreted to include the trial board, unless the permission of the employee is given or by order of a court. Any employee shall have the right to examine his/her personnel file after arranging with his/her supervisor a suitable time for visiting the Personnel Department.

**12.9 Legal Representation.** Both the Employer and the Association are mindful of the historical undertaking by the Employer of the furnishing of legal counsel to the members of the P.P.O.A. at the expense of the Employer in situations where civil court lawsuits growing out of on-duty law enforcement activities have been brought against members of the P.P.O.A. on the complaint of one (1) or more citizens. Such counsel shall continue to be furnished. Both the Employer and the Association are also mindful of an apparent increase in recent years of similar proceedings instituted solely by the citizen action before administrative bodies. The Employer agrees, at the expense of the Employer, to furnish legal counsel, referred by the Association and acceptable to the City, to the members of the P.P.O.A., in proceedings brought before

administrative bodies against members of the P.P.O.A. which stem from on-duty law enforcement activities and which are instituted solely on the complaint of one (1) or more private citizens.

**12.10 Notification of Discipline.** The President of the P.P.O.A. shall be provided written notification of any disciplinary action taken against an employee which may result in the addition of official entries to his/her personnel file. The employee and the Association shall receive a copy of the incident report at the time it is written against him/her.

**12.11 Reprimands.** Effective February 17, 1992, reprimands shall be removed from all files after three (3) years from the date of the most recently issued reprimand on record. A reprimand shall be removed from all files after three (3) years from date of issuance. Written disciplinary records shall not be given to promotional oral boards.

**12.12 Trial Board.** This section shall be construed to modify the powers, duties and jurisdiction of the Police Trial Board and the Chief of Police as follows: charges brought by the Chief of Police for alleged misconduct not initiated by the sworn complaint of a citizen shall be handled administratively and exclusively by the Chief of Police who shall have authority to impose for just cause, reasonable penalties up to and including dismissal. Employees may grieve the action of the Chief of Police and/or the Trial Board to the grievance procedure. An employee who does not agree or accept the decision of the Trial Board or Chief of Police may appeal that decision through the grievance procedure. A grievance shall be submitted to "Step 4" Labor Relations Administrator, together with the original charges and the findings of the Trial Board. A meeting shall be held within ten (10) working days. The Labor Relations Administrator shall give a written answer within ten (10) working days of the meeting.

### ARTICLE XIII - WAGES

**13.1** Wages are listed in Appendix A. Step increases shall be on anniversary date.

### ARTICLE XIV - OVERTIME DISTRIBUTION

**14.1 Overtime** is authorized time worked in excess of eight (8) hours or ten (10) hours for 4/40 employees per day and forty (40) regular hours per week beginning with the ending time of the employee's shift except in cases where a routine and regular previously assigned shift change occurs and time in excess of forty (40) regular hours. All employees shall be paid at the rate of time and one-half for all hours worked over forty (40) regular hours in a week.

**14.2 Equalized Overtime.** The supervisor in charge of each platoon or division shall maintain a list of scheduled overtime. It shall be understood that each officer may be required to perform overtime duty, but overtime shall be distributed in a fair and equitable manner. There shall be an attempt to equalize overtime within each division or section over the period of each fiscal year in accordance with the needs of the department.

**14.3 Call Back.** A minimum of four (4) hours shall be paid at the rate of time and one-half for scheduled or unscheduled call back to duty, excluding court related time and being called back to duty because of an omission or commission of acts contrary to department rules.

**14.4 Seventh Day.** Employees who have completed forty (40) regular hours during their scheduled work week and are called back to duty on the seventh (7th) day of that work week, shall receive double time for all hours worked on such seventh (7th) day with a minimum of four (4) hours pay at the rate of double time. This provision shall not be applicable to court related time, e.g., obtaining warrants, signing probate petitions, court appearances, etc., and special events overtime.

- A. Authorized vacation, sick leave, holidays and any other authorized leave time with pay shall be considered as time worked.

**14.5 Court Time.** A minimum of three (3) hours shall be paid at the rate of time and one-half for all court related time, e.g., obtaining warrants, signing probate petitions, court appearances, etc. Overtime rates relating to all call back pay shall be discontinued at the beginning of the employee's regular shift.

**14.6 Compensatory Time.** An employee in the bargaining unit may receive cash payment for overtime worked or accrue said hours as compensatory time but all compensatory time accrued must be used in the year earned or it will be paid in cash at the end of that year, provided that one hundred (100) hours, non-cumulative, may be carried forward into the following year.

**14.7 Standby Pay.** Identification unit personnel who are required to be on standby will receive five (\$5) dollars for each day on standby.

**14.8 Work Schedule.** Effective February 17, 1992, notwithstanding any other provisions of this Agreement, the department shall have the right to establish, schedule and operate a standard work week for all bargaining unit employees of five (5) duty days consisting of eight (8) consecutive hours. In the event the department exercises its right under this provision to eliminate the 10 hour work day and the 4/40 work schedule, the affected employees shall work the five (5) day, eight (8) hour work schedule and receive overtime for authorized time worked in excess of eight (8) hours a day or forty (40) hours a week.

## **ARTICLE XV - SHIFT DIFFERENTIAL**

**15.1** Effective January 1, 1988, an afternoon shift differential of twenty five (25) cents per hour will be applied to all regularly assigned shifts beginning at and after 12 o'clock noon; and a night shift differential of thirty five (35) cents per hour will be applied in all regularly assigned shifts beginning at and after 4 o'clock p.m. Shift premiums will not be applied to regularly assigned "day shift" tour of duty.

## **ARTICLE XVI - LEAVES OF ABSENCE**

### **16.1 General Leave of Absence**

- A. How Obtained. The City may, for good cause shown, grant an officer a leave of absence without pay for a period not to exceed six (6) months. No leave of absence without pay may be granted except upon the written request of the officer and notice from the City to the Association. Permission for such leave shall be set forth in writing and signed by the Chief of Police, and a copy of

same shall be filed with the Personnel Department. Upon expiration of a regularly approved leave of absence without pay, the officer shall be reinstated and placed in the same numerical position on the seniority list which he/she held at the commencement of such leave.

**16.2 Leave for Association Officials.** (President, Vice President, Secretary, Treasurer of P.P.O.A.). Leaves of absence without pay, for union business, for periods of more than two (2) weeks but not exceeding two (2) years will be granted without loss of seniority for employees holding an elected Association office.

- A. Employees on such leaves shall be allowed to continue in the City's insurance and retirement programs without loss by their payment of premiums and contributions.

**16.3 Leaves for Reserves or National Guard Duty.** Employees who are in some branch of the Armed Forces Reserves or the National Guard will be paid the difference between their regular pay and payment for duty in the Reserve or National Guard when they are on full-time active duty in the Reserve or National Guard, during the normal work week, provided proof of service and pay is submitted, or if called for any state or national emergency.

- A. This leave shall not exceed eight (8) work days for four/forty (4/40) hour employees and ten (10) work days for five/forty (5/40) hour employees in any twelve (12) month period.

**16.4 Payment of Insurance Premium While on Leave**

- A. Non-Service Connected Illness or Disability. An employee on leave without pay for non-service connected illness or disability shall have his/her health insurance premiums paid in full by the City for the first six (6) months of such leaves. The City will also pay the employee's life insurance premiums for six (6) months.
- B. On Layoff. If an employee is laid off, the City will continue to pay the employee's health insurance and life insurance premiums for a period not to exceed sixty (60) days from the cessation of active employment. The employee may thereafter remain in the City's health and life insurance programs by paying the full premiums to the City.
- C. Other Leaves. An employee on leave for reasons other than those mentioned in this section may remain in the City's health and life insurance program by paying the full insurance premiums to the City when due.

## ARTICLE XVII - VACATION

**17.1 Earning Vacation Leave.** All regular employees covered by this Agreement shall earn vacation leave in the following manner:

- A. Those employees with less than four (4) years service shall earn vacation leave at the rate of 4.616 hours per two (2) week period (three (3) weeks per year).

- B. Those employees with more than four (4) years service, but less than nine (9) years service shall earn vacation leave at the rate of 6.154 hours per two (2) week pay period (four (4) weeks per year).
- C. Those employees with more than nine (9) years service, but less than fifteen (15) years service shall earn vacation leave at the rate of 7.693 hours per two (2) week pay period (five (5) weeks per year).
- D. Those employees with more than fifteen (15) years service shall earn vacation leave at the rate of 9.232 hours per two (2) week pay period (six (6) weeks per year).

**17.2 Posting Vacation Leave**

- A. Earned vacation leave will be posted to each regular employee's account bi-weekly.
- B. Vacation may be taken upon approval by the Division Commander and the Department Head. Choice of vacations shall be based on seniority in rank and shall be determined separately within each division, platoon, section or unit.

**17.3 Frozen Vacation Bank.** Effective January 1, 1985, any earned and accrued vacation credits in excess of one (1) year accumulation shall be frozen. This time shall not have any monetary value unless taken as vacation or compensation at time of separation. In no way can the balance of accrued credited time in the frozen bank be increased or added to.

**17.4 Current Vacation Bank.** Beginning January 1, 1985, employees will be permitted to accrue or bank a maximum of two (2) years of vacation time. This time shall have no monetary value unless taken as vacation or compensation at time of separation. It is understood that any vacation time used shall first be deducted from the current vacation bank.

**ARTICLE XVIII - PERSONAL LEAVE DAY**

**18.1** Effective July 1, 1984, employees shall earn personal leave days per fiscal year in accordance with the following schedule.

Start thru 5 years of service	1 day
6 thru 9 years of service	2 days
10 years and over	3 days

Personal leave days must be used in the fiscal year or lose them. The procedure for approval and use of personal leave days shall be as set forth in the departmental procedures.

**ARTICLE XIX - SICK LEAVE**

**19.1 Earning.** All employees earn sick leave in accordance with the following provisions.

- A. Employees shall earn sick leave on the basis of one (1) work day for each completed month of service.

B. Primary Bank. Effective January 1, 1996, employees may accumulate one hundred fifty (150) days (1200 hours) sick leave in their primary bank.

1. Any employee having accumulated the maximum allowable number of sick days as provided for in this Agreement and hereinafter called the "primary bank" shall be entitled to all rights and benefits provided for said primary bank.

C. Secondary Bank. Additionally, an employee having so qualified in the primary bank shall be allowed to begin to accrue sick leave days in an account hereinafter called the "secondary bank". Sick leave days may be accrued in the secondary bank without limit subject to the following conditions:

1. Use of sick leave shall be from the secondary bank until exhausted and thereafter sick leave will be drawn from the primary bank.
2. Sick leave accrued in the secondary bank shall have no monetary value whatsoever except as qualified in paragraph C and shall not be counted in any way with the primary bank for any reason.
3. The only value of the secondary bank shall be its use to provide compensation for approved absences due to illness.
4. The secondary bank shall be considered exhausted upon an employee's separation from the service of the City.

**19.2 How Charged**. Sick leave may be charged in units of one (1) hour or more.

**19.3 4/40**. Personnel working the 4/40 hour week shall earn one (1) sick day per month and one (1) sick leave day will be charged for each day of illness; except that an employee off four (4) consecutive days for illness will be charged forty (40) hours sick leave.

**19.4 Personal or Immediate Family**. Sick leave may be used in case of personal illness of an employee or when he/she is required to attend a member of his/her immediate family who is ill or incapacitated.

- A. The immediate family shall mean: wife, husband, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister. This will also include any other relative permanently living in the same household.

**19.5 Notification**. To be paid for sick leave, an employee shall notify the proper supervisor prior to the start of the working day.

**19.6 Vacation time** may be used as sick leave when requested whenever absence due to illness exceeds the amount of paid sick leave earned.

**19.7 Employees retiring** under the Pension System shall receive pay from the City for 50% of their accumulated sick leave in their primary bank as shown on the records in the Personnel Department. The monetary value of each sick leave day in the primary bank shall be equal to

one-tenth (1/10th) of the bi-weekly pay. Effective for members retiring after October 1, 1984, this payment will be included in Final Average Salary.

## ARTICLE XX - BEREAVEMENT LEAVE

20.1 One (1) week bereavement leave shall be granted an employee for the following member of his/her family: wife, husband, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, and grandparents.

## ARTICLE XXI - WORKERS' COMPENSATION

21.1 An employee of the bargaining unit, in the event of receiving Workers Compensation payments for a compensable injury, shall receive from the City the difference between Workers' Compensation payments and his/her regular pay until he/she returns to duty or receives a disability annuity.

21.2 **Disability Annuity.** Any salary or other form of compensation received by the member during disability from public funds, or any payments under Workers' Compensation laws of the State of Michigan or ordinances of the City shall not be applied to reduce the amounts accruing on the annuity to which the employee is entitled pursuant to Section 8 of the Police Officers' Retirement System.

- A. The City will continue to be responsible for all medical expenses directly connected to the disability.
- B. A member off on duty disability/Worker' Compensation will apply to the Pension Board for disability retirement once every six (6) months. Final recommendation shall be made by the Pension Board Medical Director.
- C. A member shall continue to receive Workers' Compensation while on pension subject to redemption or rehabilitation.
- D. Effective July 1, 1984, should any member be brought back to active duty after being retired, they may be required to attend MLEOTC for refresher training purposes only. Disability retirees shall be considered on the payroll for MLEOTC certification purposes while off on Workers' Compensation/Pension.

21.3 **The Non-Service Connected Disability** of an employee, pursuant to Section 9 of the Police Officers' Retirement System, shall not be reduced by any amounts received by the employee from public funds as salary or other form of compensation during disability.

21.4 **Maximum Compensation.** No employee on disability, pursuant to Section 8 and 9 of the Police Officers' Retirement System, shall receive compensation from public funds in an amount greater than the base salary of an actively employed Police Officer of the employee's same rank or classification.

## ARTICLE XXII - HOLIDAYS

22.1 As many employees as possible shall be given each holiday off with pay. These

employees must receive a minimum of seventy-two (72) hours notice. Employees who are required to work on any of the holidays will receive double time for all time worked. No employees scheduled to work shall be sent home with less than seventy-two (72) hours notice.

A. The above is in addition to Lump Sum Holiday Pay.

**22.2** The following shall be paid holidays:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Last half day of Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

All National and State and City general election days excluding partisan caucuses, special elections and presidential primaries.

\*Presidents' Day replaced what was known as Washington's Birthday.

**22.3** Holiday-When Celebrated. The actual day of the holiday will be celebrated instead of the City designated day of the holiday.

**22.4** Any employee who is scheduled to work on a holiday and is sent home with seventy-two (72) hours notice may be called back to fill in for any officer calling in sick, injured, funeral leave or other emergency on a holiday. Such officer shall receive ten (10) hours additional pay.

**22.5** Lump Sum Payment. Each employee shall receive a lump sum payment for all holidays for each fiscal year beginning with the first lump sum to be paid between July 1 and July 15, 1982 and each year thereafter (the lump sum payment shall be for one (1) days pay for each of the above holidays). Should any employee separate from employment with the City for any reason after July 1 of any year, the City shall be reimbursed, from the final pay of such employee, for all holidays paid for, which have not yet occurred that year.

## ARTICLE XXIII - LONGEVITY

**23.1** The City agrees to a longevity program which will be administered in the following manner:

A. Employees who have completed five (5) years service but less than ten (10) years service will receive a 2% payment.

- B. Employees who have completed ten (10) years of service but less than fifteen (15) years service will receive a 4% payment.
- C. Employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a 6% payment.
- D. Employees who have completed twenty (20) years service but less than twenty-five (25) years service will receive an 8% payment.
- E. Employees who have completed twenty-five (25) years service will receive a 10% payment.

**23.2 When Paid.** Such longevity payments will be made annually during the first part of December of each year.

**23.3 Pro-Rata.** Employees who complete their 5th, 10th, 15th, 20th, or 25th year after January 1 of any year will have their longevity payments calculated, without proration, on the basis of the percentage set forth for such 5th, 10th, 15th, 20th, or 25th year.

**23.4 How Computed.** Each eligible employee shall receive longevity payments computed on his/her straight time earnings up to his/her actual base rate for the position. Overtime and shift premiums will not be included in computations for longevity payments. Longevity payments will be computed on the year beginning with the first pay period following the end of the last pay period in November and ending at the close of the last pay period in November next.

**23.5 Retiree.** Employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement and the survivors of employees who die will be paid the longevity payment prorated on a monthly basis for the time worked during the calendar year of the death.

**23.6 Prorated Payments.** All employees, except employees who are discharged or resign with disciplinary proceedings pending, will receive prorated longevity payments upon separation.

**23.7 Changes of Percentages.** Should the percentage listed in the present longevity program be changed there shall be no proration in implementing the new percentages.

## ARTICLE XXIV - INSURANCE

**24.1 Health Insurance.** The City shall provide all bargaining unit employees and family with full paid Blue Cross/Blue Shield M.V.F.1, Master Medical Health Insurance with a two (2) dollar deductible prescription drug rider, or carrier with comparable insurance coverage. Effective January 1, 1985, the City will provide to each employee and family the following Blue Cross/Blue Shield riders or comparable insurance riders necessary for reciprocity: ML, VST and FAE/RC and for employees who retire on or after October 1, 1984.

- A. Any dispute involving the question of comparability of coverage will be subject to immediate arbitration by an arbitrator who is an insurance actuary, mutually selected. In the event that the parties are unable to select an insurance actuary, either party may apply to the Federal Mediation and Conciliation Service, or

the Michigan Employment Relations Commission for a list of seven (7) arbitrators. The parties will alternately strike names from such list and the remaining person on the list shall serve as the arbitrator. The fees and expenses of the insurance actuary or arbitrator shall be paid equally by the parties.

- B. Bargaining unit employees who retire shall enjoy the above described health insurance fully paid by the City; and after July 1, 1972, the program shall also include their spouses. The City will provide Blue Cross/Blue Shield or comparable insurance coverage to cover family and minor children for employees who retire on or after October 1, 1984.

**24.2 Life Insurance.** The City shall provide all bargaining unit employees with full paid double indemnity Aetna Life Insurance coverage, or comparable coverage, the amount of which will be forty thousand (\$40,000) dollars effective January 1, 1985. For employees retiring after October 1, 1984, the life insurance will be \$20,000.

- A. Any dispute involving the question of comparability of coverage will be subject to immediate arbitration by an arbitrator who is an insurance actuary, mutually selected. In the event that the parties are unable to select an insurance actuary, either party may apply to the Federal Mediation and Conciliation Service, or the Michigan Employment Relations Commission for a list of seven (7) arbitrators. The parties will alternately strike names from such list and the remaining person on the list shall serve as the arbitrator. The fees and expenses of the insurance actuary or arbitrator shall be paid equally by the parties.

**24.3 Dental Insurance.** The City shall provide a dental insurance program to all bargaining unit employees and family based on a 50-50% service co-payment, with a \$600 maximum per person per year. The above dental coverage will be improved July 1, 1983 to provide 100% of preventative and diagnostic dental care and 70% of Class I and Class II types of dental care with a maximum payment of \$800 per family member per year.

- A. Effective October 1, 1984, the City will pay full dental premiums to cover employees and their spouses at time of retirement for employees who retire on or after October 1, 1984.
- B. Effective April 18, 1996, an orthodontic rider having a 50-50% co-pay and a lifetime maximum of \$1,000 per family member will be added to the current dental insurance coverage for employees.

**24.4 Indemnification for Judgments in Civil Court Lawsuits.** Paragraph 12.9 of this Agreement provides for furnishing legal counsel to the members of the P.P.O.A. at the expense of the Employer in situations where civil court lawsuits growing out of on-duty law enforcement activities have been brought against members of the P.P.O.A. on the complaint of one (1) or more citizens; in the event that such civil court lawsuit results in a court judgment against such a sued member of the P.P.O.A., and such court judgment is not based upon an intentional tort or criminal misconduct of such sued member of the P.P.O.A., the Employer will indemnify such sued member of the P.P.O.A. against whom court judgment is rendered for payment of such court judgment.

**24.5 Optical and Hearing.** Beginning January 1, 1985, the Employer agrees to establish a self-funded family optical and hearing program. Employees retiring on or after October 1, 1984, shall have a self-funded optical and hearing program for retirees and their spouses at time of retirement. Beginning January 1, 1985, and each January 1 thereafter, each employee shall be credited with \$100.00. Beginning January 1, 1985, each employee who retires on or after October 1, 1984 shall be credited annually with \$100.00. A new employee will be funded on a pro rata basis at the beginning of the month following thirty (30) days from the date of employment.

Example: An employee hired March 10 will have, as of May 1, an account established to which will be credited \$66.67 (8/12ths of \$100). Any employee who quits or is discharged will lose such account. Upon the death of any employee, the family will receive an amount equal to the balance of the account. Employees retiring will have the balance continued for the benefit of retiree and spouse. To receive funds from the account, employees have only to submit to the City paid bills for optical or hearing services. An active employee may submit paid bills covering all members of the family up to a maximum of the amount in the account of the employee. A retired employee may submit paid bills covering the retiree and his/her spouse.

#### **ARTICLE XXV - ROAD OFFICER PAY**

**25.1 Daily Road Pay.** Effective March 3, 1985, a special pay of \$6.00 per day shall be paid to all patrol officers under the following conditions. The officers must have five (5) years of service as a patrol officer. He/she must be routinely assigned to the Patrol Division for the tour of duty and have the duty of responding to calls received from a central dispatch. It shall be computed on a daily basis and paid with the bi-weekly payroll. It shall not be paid for any duty day in which the employee is absent from active duty for two (2) hours or more, including by way of example, but without limitation, for any of the following reasons:

- A. When on sick leave
- B. When under suspension
- C. When on personal leave day
- D. When on compensatory time (CTO)
- E. When on normal leave days
- F. When on vacation time
- G. When on bereavement leave
- H. When on leave of absence for any reason.

The above shall be included in Final Average Salary (FAS) for purposes of retirement.

#### **ARTICLE XXVI - PLAINCLOTHES CLEANING ALLOWANCE**

**26.1** The City will provide any Police Officer in the unit, who has a regularly scheduled assignment which requires the wearing of plainclothes rather than a uniform, a plainclothes allowance of four hundred dollars (\$400) annually.

**26.2 Cleaning Allowance.** Effective January 1, 1990, all employees in the bargaining unit will receive in the first payroll period of January an annual cleaning allowance of two hundred and fifty (\$250) dollars for full-time active service for the full prior twelve (12) months. A pro rata payment will be made to a unit member in the event of less than the full twelve (12) months of full-time active service.

## ARTICLE XXVII - PENSION/RETIREMENT

**27.1** The provisions of the City of Pontiac Police and Fire Retirement System, as amended, are hereby incorporated by reference into and made a part of this Agreement, except as the same may be modified by this Agreement.

**27.2** Effective January 1, 1980, any member having at least twenty five (25) years of credited service may retire on a service retirement annuity, at the member's option, upon or after attainment of age fifty (50).

A. Effective July 1, 1983, the City will provide bargaining unit members retiring on or after July 1, 1983, annually, with 2% of their base retirement annuity. Such sum shall be cumulative for a maximum of twelve (12) years. The maximum cost of living total at the end of twelve (12) years shall be twenty four (24) percent of the retiree's original retirement annuity, and one (1) percent additional for the thirteenth (13th) year of retirement, a maximum of twenty five (25) percent. Such sum shall be paid annually (between December 1 and December 15 of each year).

B. Effective January 1, 1991, employees retiring on or after January 1, 1991 shall receive, annually, two (2) percent of their base retirement annuity cumulative for twenty five (25) years, for a maximum of fifty (50) percent. Such sum shall be paid annually (between December 1 and December 15 of each year).

**27.3** Effective January 1, 1980, upon retirement from service, a member shall receive an annuity calculated in the following manner: For the first twenty (20) years of service, three (3) percent of Final Average Salary for each year of service. For the next five (5) years of service, two (2) percent of Final Average Salary for each year of service. For the next five (5) years of service, one (1) percent of Final Average Salary for each year of service. Subject to a maximum of seventy five (75) percent of Final Average Salary. A fractional period of service of less than a full year shall be considered in the calculation of the annuity.

A. Effective July 1, 1984, any member of the bargaining unit having at least twenty five (25) years of credited service may retire on a service retirement annuity, at the member's option, regardless of age.

B. Effective July 1, 1984, any member of the bargaining unit having reached the age of fifty (50) and having at least twenty (20) years of credited service may retire on a service retirement annuity at the member's option.

**27.4** Vesting. Effective July 1, 1984, the number of years of service before an employee may vest in the Pontiac Police and Fire Pension System shall be reduced from twenty (20) to ten (10) years.

**27.5** Pension Contribution. Beginning July 1, 1984, employees shall contribute 2.5% towards pension costs.

**27.6** Effective October 1, 1984, the Non-Service Connected Death Benefit will be as follows:

- A. Provided a member has acquired three (3) years of credited service, upon the death of a member resulting from any cause other than an act of duty, (a) while a member is in service; (b) on sick leave with salary; (c) on an approved leave of absence extending not more than six (6) months continuously; (d) while in receipt of a service or non-service connected disability annuity, or; (e) after withdrawal from service with at least ten (10) years of credited service, the member's surviving spouse shall be entitled to an annuity. The annuity shall be equal to 30% of Final Average Salary, increased one (1) percentage point for each year of credited service above three (3) years, up to a maximum amount equal to 50% of the Final Average Salary.
- B. If minor children (as defined herein) under the age of eighteen (18) survive the member, the spouse shall receive on account of each such minor child an additional 10% of the member's Final Average Salary. The combined payment to a spouse and children shall in no event exceed 60% of such Final Average Salary. If no spouse survives, or if the spouse remarries before all eligible children have attained age eighteen (18), each minor child under age eighteen (18) shall be entitled to 15% of such member's Final Average Salary subject to a limitation for the combined payments to children equal to 50% of such Final Average Salary. In the event the foregoing limitations are exceeded, payment to the spouse and children shall be prorated to conform to the applicable limitations. The annuity to a spouse shall be payable until remarriage of the spouse. Minor children shall be eligible for annuity until their attainment of age eighteen (18), death or marriage, whichever occurs first.
- C. Payment to a spouse under this section shall be subject to the following conditions:
1. The spouse shall have been married to the member prior to the date of death of the member, or prior to the date of retirement annuity or non-service connected disability annuity, whichever occurs first, and in any event while the member was in service.
  2. In addition to the aforesaid annuities, if a member's death occurred while the member was engaged in active service with the City of Pontiac at the time of death, the spouse of the member, or his or her minor children if a spouse does not survive the member, shall be entitled to receive at the time of death of the member, a payment equal to the member's annual salary as the same shall be in effect at the date of death. Each such child shall be entitled to an equal part of this benefit, and the payment thereof on account of such minor children shall be made to their legally appointed guardian.

**27.7 Deferred Payout.** At the option of the person retiring, any cash payout due the employee for any reason, including but not limited to, accumulated vacation time, sick time or compensatory time, can be deferred to no later than the second pay period in January of the following year. Upon the election of the employee to defer payment, no right or use of the deferred fund shall be made by the employee until the next calendar year. In any event, no

interest shall be paid on the amount deferred. The City will be held harmless by the Association or any individual of the Association from any litigation resulting from any rule, regulation, law, etc., promulgated by or through the IRS and, in any case, the City may use its own attorneys in its defense, provided, however, the City shall not be required to comply, if the IRS makes a ruling contrary to this payout.

**27.8 Annuity Withdrawal.** Effective October 1, 1984, employees may opt at the time of retirement (when monthly pension commences), to withdraw their contributions which will reduce the monthly pension based on the actuarial schedule.

**27.9 Final Average Salary** shall include: Base salary, longevity, lump sum holiday pay, shift premiums, dispatcher bonus, patrol officer daily road pay and lump sum sick payment at time of retirement.

A. Effective July 1, 1996, final average salary shall also include lump sum vacation pay at time of retirement, not to exceed two (2) years of accumulation (480 hours).

#### ARTICLE XXVIII - RESIDENCY

**28.1 Residency.** As of November 30, 1984, all new employees hired must become residents within twelve (12) months from the date of the hire and remain residents thereafter. Upon a specific finding that the interests of the City and its residents would be best served in a given case by granting relief from this Section, five (5) members of the City Council, subject to the mayoral veto contained in Section 3.112 (f), may grant appropriate relief.

#### ARTICLE XXIX - GENERAL CONDITIONS

**29.1 Jury Duty Leave.** The City shall pay any employee who is required to serve on a jury panel. The employee shall be entitled to leave for such service and the City shall pay the difference between the jury duty pay and the employee's regular wage. If thirty (30) calendar days elapse since the jury duty and the employee has not submitted proof of payment from the governing body (court), that employee will receive a deduction from his/her wages equal to the number of days charged to jury duty. If at a later date the employee submits proof of payment, his/her next payroll check will be adjusted in accordance with this policy.

**29.2 Bulletin Boards.** The City agrees to furnish and maintain a suitable bulletin board in a convenient place for the posting of Association notices and other material.

**29.3 P.P.O.A. Meetings.** The P.P.O.A. may schedule and conduct its meetings on Police Department property provided it does not disrupt the duties of the employees or the efficient operation of the department.

**29.4 Monthly Meetings.** The City agrees to meet at least once each month with the Association committee, at a mutually convenient time, to adjust pending grievances and discuss procedures for avoiding future grievances. The committee may also discuss with the City other issues which would improve the relationship between the parties.

**29.5 Work Schedules.** The work schedule shall normally be posted at least ten (10) days in advance of the start of the new schedule.

**29.6 Trading Time.** The existing practice of allowing employees to trade days and shifts shall be continued.

**29.7 Non-Police Work.** Employees shall not be required to perform non-police functions as defined by the Chief except in cases of emergencies.

**29.8 Memorandums of Understanding.** Memorandums of Understanding shall be included in the contract.

**29.9 Light Duty Assignments.** Effective February 17, 1992, officers who temporarily require a light duty assignment because of on-duty injury shall not by such assignment lose their regular shift or benefits. Officers who temporarily request light duty assignments because of non-duty injury shall be assigned a work schedule that will best meet the needs of the department. Proper notification will be given to the employee and P.P.O.A. stating the reason for the change of work assignments and schedule.

### **ARTICLE XXX - MAINTENANCE OF CONDITIONS**

**30.1** Wages, hours and conditions of employment over which the City is legally required to bargain and which are legally in effect at the execution of this Agreement shall, except as modified herein, be maintained during the terms of this Agreement, and shall not be unilaterally changed, provided that this provision shall not affect the authority of the Trial Board as set forth in the City Charter. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

**30.2** The Chief of Police shall have the right, as set forth in the City Charter, to adopt reasonable rules and regulations for the operation of the department, though this Agreement shall supersede such existing rules and regulations inconsistent herewith. Before implementing any changes in such existing rules, the Chief shall notify the Association and discuss the changes with the Association. The Association shall be notified in advance of anticipated major changes in working conditions and conferences in good faith shall be held thereon before they are placed in effect. Emergency situations shall be excepted from this provision.

### **ARTICLE XXXI - MANAGEMENT RIGHTS**

**31.1** The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority set forth in the charter of the City of Pontiac. In addition, the City shall retain all other rights which it had prior to the execution of this Agreement and which are not modified or abridged by the terms of this Agreement.

### **ARTICLE XXXII - SEVERABILITY**

**32.1** This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Association, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

## **ARTICLE XXXIII - POLICE RESERVES OR AUXILIARIES**

**33.1** Members of the police reserves shall not be routinely assigned to patrol cars for normal police functions, and shall not normally perform any normal police duties, except as presently utilized and in cases of riots, natural disaster, or other declared emergencies.

## **ARTICLE XXXIV - MUTUAL AID**

**34.1** The Association recognizes the right of the City to enter into mutual aid agreements with other communities. However, it is understood that officers will not be assigned to duty outside the City of Pontiac except in cases of actual or impending emergency or disaster. Employees responding to duty in other communities when conditions permit, shall be granted, at the discretion of the Chief, an absence with leave (AWL) for the period of his/her regularly scheduled shift which falls within six (6) hours after completion of such tour of duty.

## **ARTICLE XXXV - NO STRIKE/NO LOCK OUT**

**35.1** In accordance with applicable law, neither the Association nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this Agreement. In the event of such interruption or curtailment, after written notice from the City, the Association shall immediately instruct the involved employees that their conduct is in violation of this Agreement and that they may be disciplined up to and including discharge for dereliction of duty and the Association shall instruct all persons to immediately cease such conduct. The Employer agrees to no lock out of employees at any time.

## **ARTICLE XXXVI - DURATION**

**36.1** This Agreement shall remain in full force and effect until Midnight December 31, 1996 and thereafter until amended or modified as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 2<sup>nd</sup>  
day of July, 1996.

FOR THE CITY OF PONTIAC

Walter Moore

Walter Moore  
Mayor

Michael Kyritsis

Michael Kyritsis  
Labor Relations Administrator

Cynthia Thomas Walker

Cynthia Thomas Walker  
City Attorney

FOR THE M.A.P.

Ronald M. Dowell

Ronald Dowell  
Labor Relations Specialist

FOR THE P.P.O.A.

Leonard O. McCalley

Leonard O. McCalley  
President

James A. Brown

James A. Brown  
Vice President

**APPENDIX A**

**PAY PLAN  
PONTIAC POLICE OFFICERS ASSOCIATION**

Effective	Class	Start	1 Year	2 Years	3 Years	4 Years
1-1-93*	Detective	\$39,071				
	S.T.	18.784				
	O.T.	28.176				
	Patrol Ofc	\$27,810	\$30,480	\$32,314	\$34,150	\$35,980
	S.T.	13.370	14.654	15.535	16.418	17.298
	O.T.	20.055	21.981	23.303	24.627	25.947
1-1-96*	Detective	\$40,438				
	S.T.	19.441				
	O.T.	29.162				
	Patrol Ofc	\$28,783	\$31,547	\$33,445	\$35,345	\$37,239
	S.T.	13.838	15.167	16.079	16.993	17.903
	O.T.	20.757	22.750	24.119	25.489	26.855

\*Effective to closest payperiod.

## APPENDIX B DRUG SCREEN POLICY

### I. PURPOSE

- A. There is sufficient evidence to conclude that use of illegal drugs, drug dependence and drug abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs and narcotics by police employees is a crime in this jurisdiction, and clearly unacceptable. There are unique corruption hazards associated with drug possession and use by the police.
- B. The Police Department and the PPOA have adopted this written policy to ensure the PPOA member's fitness for duty as a condition of employment; to ensure drug tests are ordered based on reasonable and objective basis, following an established written policy and procedure; and where the employee knows testing is a requirement of employment.
- C. Purposes of this policy are as follows:
  - 1. To establish and maintain a safe, healthy working environment for PPOA members;
  - 2. To reduce the incidence of accidental injury to person or property;
  - 3. To reduce absenteeism, tardiness and poor job performance;
  - 4. To ensure the credible reputation of the City and its Police Department in its mission to serve the citizens and to protect the public; and
  - 5. To prevent liability against both the City and the PPOA members by ensuring that PPOA members can perform their duties without endangering themselves or the public.
- D. Provisions of this policy shall not necessarily supplant the disciplinary procedures as set forth in the department's policies, procedures, rules and regulations.

### II. DEFINITIONS

- A. Employee. All members of the Pontiac Police Officers Association - - permanent and/or temporary.
- B. Drug Test. A urinalysis/blood test administered under approved conditions and procedures to detect drugs.

- C. Alcohol Test. Withdrawal of blood under approved conditions and procedures to detect alcohol.
- D. Reasonable Suspicion. An articulable belief that an employee uses illegal drugs drawn from specific and particularized facts and reasonable inferences drawn from those facts.

### III. GENERAL RULES

- A. Department employees shall not possess any narcotic or dangerous chemical substance except in the lawful course of duty or unless prescribed by a person licensed to practice medicine.
- B. Employees who are required to take prescription medicine shall notify their immediate supervisors of the medication prescribed and the nature of the illness or injury. Any statutory defined illegal use of drugs by an employee, whether at or outside police employment, will not be tolerated.
- C. All property, owned and/or controlled by the department is subject to inspection at any time in the presence of a union representative and without notice as there is no expectation of privacy.
- D. Use, Possession or Sale of Illegal Drugs or Controlled Substances. The use, possession or sale of illegal drugs or controlled substances as defined in Michigan compiled laws annotated 333.7212 and 333.7214, by PPOA members, when not prescribed by a licensed medical practitioner, is strictly forbidden and such use, possession or sale will subject an employee to discharge.
- E. Use or Possession of Prescription Drugs. No prescription drug shall be brought upon City controlled property by any person other than the person for whom the drug is prescribed by a licensed medical practitioner and shall be used only in the manner, combination and quantity prescribed. Any employee whose abuse of prescription drugs results in a pattern of abnormal conduct or erratic behavior including but not limited to excessive absenteeism, tardiness, indifferent job performance, poor work or is the cause of accidents to his/her person or other persons will be referred to the employee assistance program for rehabilitation. If the employee refuses or fails rehabilitation, the employee will be subject to discipline up to and including discharge.
- F. Use and/or Possession of Intoxicants. A member shall not purchase or consume intoxicating beverage on duty except in the performance of duty and while acting under proper and specific orders from a supervisor and not to the extent as to render the member unfit for proper and efficient duty.

1. Members while off duty shall refrain from consuming intoxicating beverages to the extent that it results in public intoxication, obnoxious or offensive behavior, which discredits them or the department or renders the member unfit to report for his next scheduled tour of duty.
2. Any member whose abuse of intoxicants results in a pattern or abnormal conduct or erratic behavior including, but not limited to, excessive absenteeism, tardiness, indifferent job performance, poor work, or is the cause of accidents to his/her person or other persons, will be referred to the employee assistance program for rehabilitation. If the employee refuses or fails rehabilitation, the employee will be subject to discipline, up to and including discharge.

#### IV. REASONABLE SUSPICION TESTING STANDARDS

- A. The Chief, or his designee, is authorized to cause a test of an employee when there is a reasonable suspicion that the employee uses illegal drugs, prescription drugs or alcohol in violation of this policy.
- B. Reasonable suspicion that an employee uses illegal drugs, prescription drugs or alcohol in violation of this policy may be based upon among other things:
  1. Observable phenomena such as direct observation of drug use and/or the physical symptoms of being under the influence of drugs. Physical symptoms include, but are not limited to the following:
    - a. Dilated pupils, disorientation, hallucinations, prolonged lethargy, slurred speech, incoordination, unsteady gait and excessive anxiety.
  2. A pattern of abnormal conduct or erratic behavior including, but not limited to excessive absenteeism, tardiness, indifferent job performance, poor work and on the job injuries or accidents.
  3. Indictment for a drug-related offense.
  4. Newly-discovered evidence that the employee has tampered with a previous urine sample and/or drug test.
- C. Drug Use Determination. The determination that an employee uses illegal drugs may be made on the basis of direct observation, confirmed results of the department's drug testing program, the employee's own admission or other appropriate basis.

## V. RECORDS REGARDING REASONABLE SUSPICION TESTING

- A. Where testing is conducted based on reasonable suspicion, the Police Chief or his designee will detail in writing the circumstances which formed the basis of the determination that reasonable suspicion exists to warrant the testing.
  - 1. Such writing will be prepared within twenty-four (24) hours of the circumstances giving rise to reasonable suspicion.
  - 2. Such documentation will be retained by the Professional Standards Division in a locked, confidential file.
- B. All relevant records, documents and communications shall be prepared, transmitted and maintained in a confidential manner.

## VI. SPECIFIC CONDITION TESTING

- A. The Chief of Police or his designee is authorized to cause a test of an employee for illegal drug use following an accident or unsafe practice if there is reasonable suspicion to support such testing.
- B. Employees assigned to the Crime Control Section (drug/narcotic enforcement unit or vice unit) shall be required to submit to a drug test at the time of appointment to the unit and upon completion of duty assignment with the unit.
  - 1. Prior to accepting a special assignment (as described in V1-B above), an employee shall execute a written agreement and release stating that he/she fully consents to the drug test (as defined in V1-B above).
- C. Employees assigned to the Crime Control Section (drug/narcotic enforcement unit or vice unit) shall be required to submit to a drug test once every six (6) month period (March-August and September-February). All employees shall be tested at the same time.

## VII. CONSEQUENCES OF REFUSAL TO PARTICIPATE IN A REQUIRED DRUG TEST

- A. To maintain the integrity of the testing program, the Police Chief, or his designee, must take disciplinary action to deal with employees who refuse to be tested. Employees who refuse to be tested shall immediately be suspended without pay pending discharge.

## VIII. TESTING PROCEDURES

- A. Reasonable Suspicion Testing Procedure

1. In cases in which the Police Chief or his designee has reasonable suspicion to believe that an employee is under the influence of controlled substances or intoxicants, the employee will be conveyed by the Chief of Police or his designee to a medical clinic for the collection of a urine/blood sample for testing. If possible, the employee will be accompanied by his/her union representative.

#### B. Obtaining Urine/Blood Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass or cause physical discomfort to the employee.
  - a. The Department may:
    - 1) control the test area to ensure that samples have not been hidden for substitution;
    - 2) prohibit the carrying of purses, bags, luggage, briefcases or other containers into the test area;
    - 3) prohibit the wearing of coats and/or jackets into the test area; and
    - 4) examine the sample after it is provided for abnormalities in color, temperature, or other evidence of tampering that may have occurred.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative within forty-eight (48) hours.

### C. Processing Urine/Blood Samples

1. The testing or processing phase shall consist of a two-step procedure:
  - a. initial screening step, and
  - b. confirmation step.
2. The urine/blood sample will first be tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as a confirmation pending.
3. The confirmation procedure will be technologically different than the initial screening test. Notification of test results to the Chief of Police or his designee will be held until the confirmation test results are obtained. In those cases where the second test confirms the presence of drug or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.

### D. Chain of Possession Procedures

1. Upon arrival at the collection site, a person at the collection site shall request the individual to present some type of photographic identification.
2. Both the individual being tested and the person at the collection site will keep the specimen in view at all times prior to its being sealed and labeled.
3. The identification label will contain the date, individual's specimen control number and any other identifying information required by the laboratory. The name of the submitting party shall not be affixed to the label. The individual submitting the sample shall initial the label on the specimen bottle once it is sealed.
4. The person at the collection site will enter the identifying information on the chain of custody form. Both the person at the collection site and the individual being tested shall sign the chain of custody form.
5. The person at the collection site shall complete the appropriate chain of custody form.

6. With each transfer of possession, the chain of custody form shall be dated, signed by the individual releasing the specimen, signed by the individual accepting the specimen and the purpose for transferring possession noted. Every effort shall be made to minimize the number of persons handling specimens.
7. A person at the collection site shall arrange to ship specimens to the drug testing laboratory. The specimen(s) shall be placed in appropriate containers that are securely sealed to eliminate the possibility of tampering. Collection site personnel shall sign and date across the tape sealing the container and ensure that the chain of custody documentation is attached to each sealed container.

#### **IX. MANDATORY DISCIPLINARY ACTION PROCEDURES**

- A. Once confirmed positive test results are received, disciplinary action shall be initiated against the affected employee. Prompt notice of impending discipline shall be given to said employee and representative(s) of the PPOA by the charging party.
- B. Negative Test Results
  1. Records of unconfirmed positive test results and negative test results will be destroyed by the testing laboratory.

#### **X. LABORATORY ANALYSES PROCEDURES**

- A. Receiving/Preparation
  1. The laboratory must be secure at all times. No unauthorized personnel shall be permitted. Upon receipt of specimens, accession personnel shall inspect packages for evidence of possible tampering and compare information on specimen bottles with that on chain of custody forms. Any direct evidence of tampering shall be reported immediately to the Professional Standards office and shall also be noted on the chain of custody form, which must accompany all specimens during laboratory possession.
- B. Initial Test Standards
  1. The initial test shall use an immunoassay which meets the requirements of the food and drug administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether negative or positive for these classes of drugs:

<u>ANALYTE</u>	SKBL
	<u>INITIAL TEST LEVEL</u> (NG/ML)
A. Cannabinoids	100
B. Cocaine	300
C. Opiates	300
D. Phencyclidine	25
E. Amphetamines	1000
F. Barbiturates	300/3000
G. Benzodiazepines	300
H. Methaqualone	300
I. Methadone	300
J. Propoxyphere	300
K. Alcohol	.04 MG%

2. Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for detection of specific drugs of special concern.

### C. Confirmatory Test Standards

1. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) technique. Quantitative GC/MS confirmation procedures at the following cutoff values shall be used for the following drugs:

<u>ANALYTE</u>	SKBL
	<u>CONFIRMATION TEST LEVEL</u> (NG/ML)
A. Marijuana Metabolite	15
B. Cocaine Metabolite	150
C. Opiates	300
D. Phencyclidine	25
E. Amphetamines	500
F. Barbiturates	200
G. Benzodiazepines	200
H. Methadone	200
I. Methaqualone	200
J. Propoxyphere	200
K. Alcohol	.04 MG%

2. These test levels are subject to change as advances in technology or other considerations may permit identification and quantification of these substances at lower concentrations. In the absence of an accepted quantitative GC/MS assay procedure, preference will be given to a confirmation of qualitative identification by means of full-

scan GC/MS analysis and quantification by an alternate chromatographic method. All methods shall meet commonly accepted analytical standards.

3. Proper chain of custody controls shall always be enforced during confirmation testing. Authorized confirmation technicians shall sign the chain of custody forms and be responsible for each specimen to be tested. The laboratory shall include sufficient safeguards to ensure that unauthorized personnel are prevented from gaining access to the confirmation laboratory.

## **XI. REPORTING RESULTS**

- A. Test results shall be reported to the Chief of Police and the Professional Standards Division within five (5) working days of receipt of the specimens. These test results shall be delivered in separate envelopes.
- B. The report should contain the specimen number assigned by the submitting agency, the drug testing laboratory accession number and results of the drug tests.
  1. All specimens negative on the initial test or negative on the confirmatory test shall be reported as negative.
  2. Only specimens confirmed positive shall be reported positive for a specific drug. Results may be transmitted by various electronic means (EG teleprinters, facsimile or computer) in a manner consistent with confidentiality. It is not permitted to provide results verbally by telephone.
- C. A certified copy of the original chain of custody form signed by the laboratory director or laboratory certifying official shall be sent to the Chief of Police and the Professional Standards Division. Certified copies of all analytical results shall be available from the laboratory when requested by the Professional Standards Division.
- D. All laboratory records pertaining to a given confirmed positive urine/blood specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.

## **XII. LONG TERM STORAGE**

- A. Specimens confirmed positive shall be retained and placed in properly secured long-term frozen storage for at least 180 days. Within this 180-day period, the department may request the laboratory to retain the specimen for an additional period of time.

1. This ensures that the urine/blood specimens will be available for a possible retest during any administrative or disciplinary proceeding. If the laboratory does not receive a request to retain the specimen during the initial 180-day period, the specimen may be discarded.

#### B. Retesting Specimens

1. Should specimen reanalysis be required, the quantification of a drug or metabolite in a specimen may not be subject to the same testing level criteria that were used during the original analysis. Some analytes deteriorate or are lost during the freezing and/or storage.

#### C. Security

1. The laboratory facilities shall use appropriate security measures to ensure limited and/or controlled access.

### XIII. SUBCONTRACTING

- A. The drug testing laboratory shall perform all work with its own personnel and equipment.

### XIV. STANDARDS

#### A. Laboratory Facilities

1. Laboratories must comply with applicable provisions of any state licensure requirements. Accredited laboratories must have the facility and capability at the same laboratory of performing screening and confirmation tests for each drug or metabolite for which service is offered.

#### B. Laboratory Personnel Standards

1. The scientific director of the drug testing laboratory shall meet three (3) criteria. He/she must:

- a. Be:

- 1) certified as a laboratory director by the state in forensic/toxicologic analysis; or
- 2) hold a Phd in pharmacology, toxicology or analytical chemistry.

- b. Have at least two (2) years experience in analytic toxicology (the analysis of biological materials for drugs or abuse) and appropriate training and/or forensic application of analytic toxicology (court testimony, research and publications in analytic toxicology of drugs of abuse, etc.).
  - c. Have documented scientific qualifications comparable to those of a person certified by the American Board of Forensic Toxicology or the American Board of Clinical Chemistry in Toxicological Chemistry. The director is responsible for ensuring that there are sufficient personnel with adequate training and experience to supervise and conduct the work of the urine drug testing laboratory.
- C. A key individual in the laboratory is the certifying scientist (who may be the laboratory scientific director); this individual reviews the standards, controls specimens and quality control data together with the screening and confirmation test results. After having assured that all results are acceptable, this individual certifies the test result. The certifying scientist must have sound training in the sciences, specific training in the theory and practice of the procedures used, including the recognition of aberrant results and familiarity with quality control procedures.
- D. Supervisors of analysts must possess a BS Degree in chemistry or at least the education and experience comparable to a medical technologist certified by the American Society of Clinical Pathologists, MT (ASCP), or its equivalent. These individuals also must have training in the theory and practice of the procedures used, and understanding of quality control concepts. Periodic verification of their skills must be documented.
- E. Other technicians or non-technical staff must possess the necessary training and skills for the tasks assigned. Inservice continuing education programs to meet the needs of all laboratory personnel are desirable. Personnel files must include: resume of training and experience, certification or license, if any, references, job descriptions, health records, records of performance evaluation and advancement, incident reports and results of tests for color blindness.

## XV. QUALITY ASSURANCE AND QUALITY CONTROL

- A. Urine/blood drug testing laboratories shall have a quality assurance program which encompasses all aspects of the testing process:

1. Specimen acquisition, chain of custody, security, and reporting of results, in addition to the screening and confirmation of analytical procedures.
- B. Quality control procedures will be designed, implemented and audited to monitor the conduct of each step of the process.

#### **XVI. DOCUMENTATION**

- A. Documentation of all aspects of the testing process must be available. This documentation shall be maintained for at least two (2) years and shall include:
1. Personnel files on analysts; supervisors, directors and all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; all confirmed positive test data, reports; performance records on proficiency testing; performance on accreditation inspections; and hard copies of computer-generated data.

#### **XVII. REPORTS**

- A. All test results, including screening, confirmation and quality control data must be reviewed by the certifying scientist or laboratory director before a test result is certified as accurate. The report shall identify the drugs, metabolites tested for, whether positive or negative, and the threshold concentration for each.

#### **XVIII. INSPECTIONS**

- A. The department shall reserve the right to inspect the laboratory at any time. Contracts with laboratories, as well as for collection site services, shall permit unannounced inspections.

#### **XIX. JUDICIAL PROCEEDINGS**

- A. The laboratory must have qualified personnel available to testify in an administrative, judicial or disciplinary proceeding against a PPOA member that is based on a positive urinalysis/blood result reported by its laboratory.