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6/30/2002

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF STERLING HEIGHTS

AND

**POLICE OFFICERS ASSOCIATION OF MICHIGAN
EMERGENCY DISPATCH UNIT**

Sterling Heights, City

JULY 1, 1997 TO JUNE 30, 2002

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

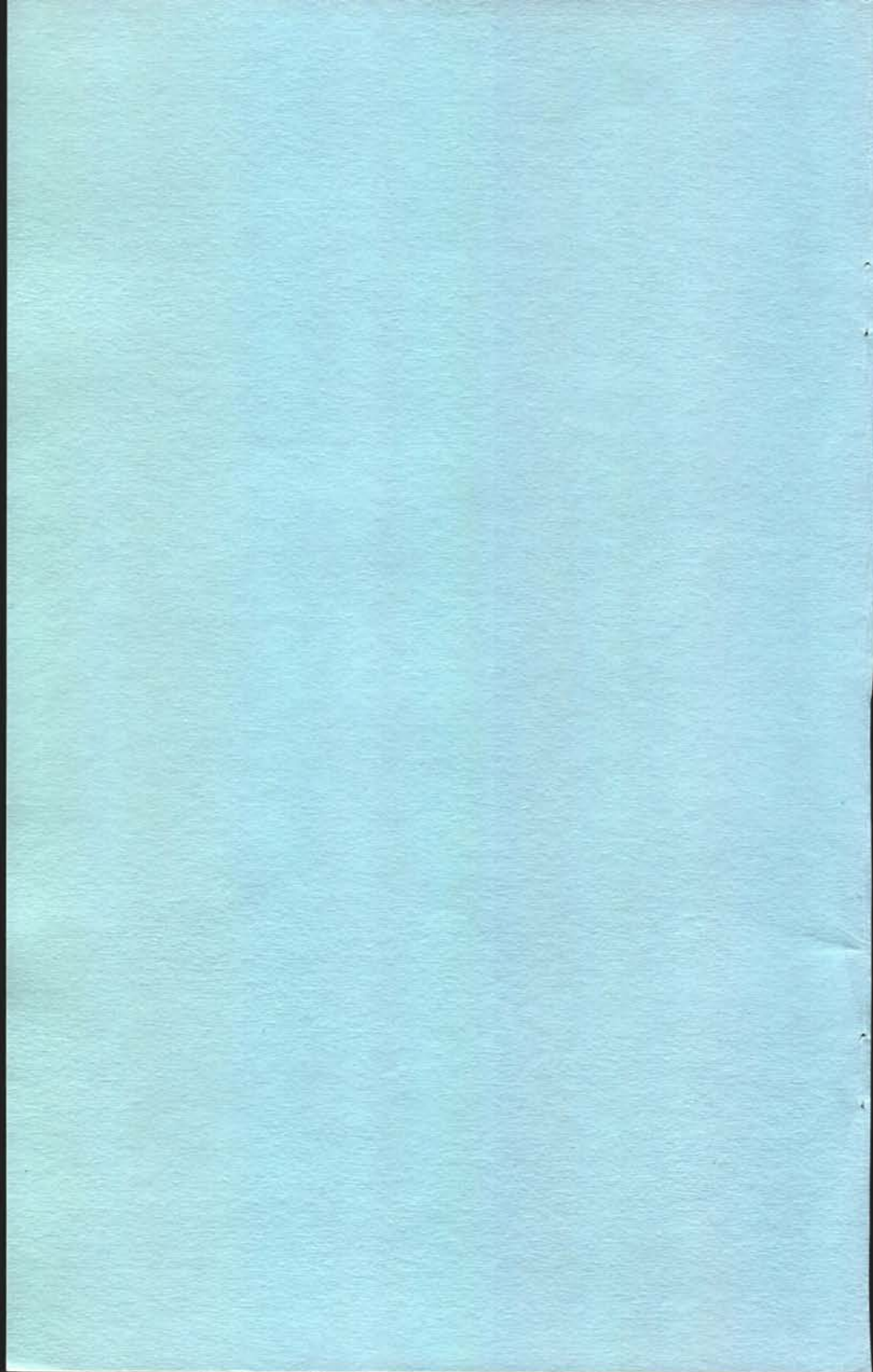


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AGREEMENT

THIS AGREEMENT, made and entered into on August 19, 1997 by and between the CITY OF STERLING HEIGHTS (hereinafter referred to as the "Employer") and the Police Officers Association of Michigan (POAM) STERLING HEIGHTS EMERGENCY DISPATCH UNIT (hereinafter referred to as the "Union").

ARTICLE I

PURPOSE AND INTENT

1.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

1.2 The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.3 This Agreement supersedes and cancels all previous agreements, verbal or written, between the City and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

1.4 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

ARTICLE II

RECOGNITION

2.1 Exclusive Representative. The Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with the Employer in respect to rates of pay, wages, hours of employment and other conditions of employment for those classifications of employees covered by this Agreement. The only classification is Emergency Dispatcher.

ARTICLE III

REPRESENTATION

3.1 Released Time for Union Business. The City shall allow two (2) members of the

Bargaining Unit to be released from work at full pay for purposes of negotiations, grievances or other matters with City representatives.

However, this shall not cover Union related activities including, but not limited to, preparation for the above-referenced purposes and preparation for hearings before an arbitrator, Michigan Employment Relations Commission (MERC) or the Courts. No shift adjustment shall be made as a result of negotiations or other meetings with the City for Union representatives meeting on their own time.

In addition to the two (2) members released above, an additional forty (40) hours unpaid, per contract year, shall be granted to the POAM Dispatch Unit to be used for Union related activities. The use of this forty (40) hours shall require prior approval of the Chief of Police. Employees may use only accrued vacation, compensatory or personal time to fully supplement or augment regular paycheck with prior approval of the Chief of Police.

The City shall also allow two (2) bargaining unit members two (2) days each to attend the annual POAM's Delegates meeting with pay, provided the City is notified in writing ten (10) days prior to such meeting or meeting dates and members attending.

3.2 Right to Examine Time Sheets. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the City pertaining to a specific grievance, at reasonable and mutually agreed upon times.

3.3 Union Access to Premises. Authorized representatives of the POAM shall be permitted to visit the operation of the Employer during working hours to talk with employees in the Local Association, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

3.4 Representation of Probationary Employees. The Association shall not represent probationary employees who have been laid off, disciplined or discharged and during the probationary period, an employee may be discharged or suspended or otherwise punished without further recourse.

3.5 Bargaining Committee. A POAM representative(s) shall be part of the Bargaining Committee.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Grievance Definition. A grievance is defined as a difference, dispute or complaint between the City and the Union as to the application or interpretation of this Agreement which includes all department rules and regulations, and it is mutually agreed that

grievances shall only be allowed on items contained in this contract during the life of this Agreement and shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, tie-ups of equipment, slow-downs, walkouts or any other cessation of work.

4.2 Grievances must be taken up promptly, and no grievance shall be considered or discussed which is presented later than ten (10) calendar days after grievant's knowledge of the alleged grievance. Should any grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance through the following steps:

- Step 1. Verbal. By informal conference between the aggrieved employee, a Union representative or both, and the Police Chief or his representative. If not resolved, then it shall be the responsibility of the local Union to reduce any grievance to writing on the regular grievance form provided by the Union within ten (10) calendar days of knowledge of the alleged grievance.
- Step 2. Written. Upon receipt of the written grievance, a conference between Union representatives and City representatives will be held within seven (7) calendar days, and a decision will be rendered within seven (7) calendar days after the conference.
- Step 3. City Manager. In the event of failure of the above steps in the grievance procedure to resolve a dispute, the matter shall be referred to the City Manager or his designate. This grievance meeting will be held within seven (7) calendar days, and the City will render its written decision within seven (7) calendar days of such meeting. In matters of discharge, suspension, reduction in rank or pay, the decision will be rendered within forty-eight (48) hours after the meeting.
- Step 4. In the event the grievance is not resolved in Step 3, the grievance may be submitted to arbitration by notice to the other party within seven (7) calendar days from receipt of the City's written decision in Step 3.

4.3 Arbitration. Arbitration shall be submitted as follows:

- A. Picking the Arbitrator. The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator within ten (10) calendar days, the moving party may request either the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), or the Michigan Employment Relations Commission (MERC) to appoint an arbitrator who shall have authority to hear and decide the case. The initial list for the selection of arbitrators shall not contain fewer than five (5) arbitrator

names.

- B. Appearing at Hearing. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award.

4.4

Back Wages.

- A. All claims for back wages shall be limited to the amount of wages which the employee would otherwise have earned less compensation, if any, earned elsewhere during the period in question, which such compensation if attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise.
- B. Grievances for unpaid wages or other economic benefits, shall be filed within seven (7) calendar days of the alleged action of the City, or seven (7) days from which the employee should reasonably have become aware of the alleged action of the City, causing the grievance.

4.5

Power of Arbitrator: It shall be the function of the Arbitrator and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms and provisions of this Agreement.

- A. He shall have no authority to require the City to purchase buildings, equipment or material.
- B. He shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- C. He shall have no power to establish wage scales.
- D. He shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.
- E. He shall have no power to decide any question which, under this Agreement is within the responsibility of Management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of Management and shall so construe the Agreement that there would be no interference with such responsibilities except as they may be specifically limited by this Agreement.

4.6

Arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

4.7 Final Decision. The arbitrator's decision shall be final and binding on the Union, its members, the employees or employee involved, and the City. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from a decision of an arbitrator, nor shall the Union or its members by any means attempt to bring about the settlement of any claim or issue. The City or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.

4.8 Fees and Exchanges. The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

4.9 No Retro Effect. No decision in any one case shall require a retroactive wage adjustment in any other case.

4.10 Timeliness. Any grievance not advanced to the next step by the Union within the time limits in that step or if no time limit is specified within seven (7) calendar days shall be denied. Time limits may be extended by the City and the Union in writing, then the new date shall prevail.

4.11 Settlement. All settlements or agreements between the Union and the City shall be in writing.

ARTICLE V

AGENCY SHOP

5.1 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

5.2 To the extent that the laws of the State of Michigan permit, it is agreed that any employee, including probationary employees, covered by this Agreement who is not a member of the Union at the time the Agreement becomes effective, shall be required, as a condition of employment, to either become a member of the Union or pay a service fee to the Union, which shall be equivalent to the Union monthly membership dues, including special assessments or voluntary contributions, for the duration of this Agreement.

5.3 Any employee who fails to comply with the aforementioned requirements shall be deemed not to be in compliance with the aforementioned condition of employment, and the City shall terminate his employment at the conclusion of a grace period sixty (60) days following notification by the Union that the employee is not in compliance with this Article.

5.4 If any provision of the Article is invalid under Federal law or the laws of the State

of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

ARTICLE VI

DUES DEDUCTION

6.1 The Employer shall deduct from the wages of each Union member in the Bargaining Unit the amount as prescribed by the Union as the Union dues, initiation fees, assessments and for non-Union members a service fee as prescribed by the Union as per MCLA 408.477. These deductions shall be made by the Employer automatically for those already in the Union and each time an employee is placed in the Unit or returned from a leave of absence. This will be done according to the above law without the need of authorization by the individual employees as long as the employee is receiving a paycheck from the City.

6.2 The Employer will deduct Union membership dues, initiation fees or service charges, service fees and assessments for the first pay period in the calendar month. If an employee has no pay coming for such pay periods or if such pay period is the first pay of new employee, such deduction shall be withheld from the immediately subsequent pay period.

6.3 The Employer will withhold from the pay of employees in any month, only the deduction incurred while an employee has been in the employ of the Employer and only such amounts becoming due and payable in such month.

6.4 In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

6.5 All sums deducted by the Employer shall be remitted to the treasurer of the POAM at 28815 W. 8 Mile Road, Suite 103, Livonia, MI 48152, and the Employer shall do so as soon as possible.

6.6 In the event the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution; provided that in the event a new written authorization from the employee is necessary, that such authorization will be secured by the Union and presented to the Employer prior to the deduction of the newly certified amounts.

6.7 The Employer shall not be liable for any remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make the deduction, the Employer shall deduct the appropriate amount from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

6.8 Indemnification. The Union shall indemnify and hold harmless the Employer against any and all liability which may arise by reason of the deduction by the Employer of money as Union initiation fees, membership dues or other charges from employee's wages.

ARTICLE VII

UNION RIGHTS

7.1 Work for Another Employer. No member of this Unit shall be required to do work for another Employer.

7.2 Elimination of Classification. A classification in this Bargaining Unit shall not be removed from this Bargaining Unit by merely changing the title or by modifying the existing classification specifications.

The employer agrees that it will not replace dispatchers in the Association or require other persons other than dispatchers in the Association to perform work which is recognized as bargaining unit work, except in incidental work situations, temporary situations, training or cases of emergencies.

Nothing in this section or elsewhere shall be construed or interpreted in a manner that infringes upon the employer's right to out-source work which is currently recognized as the work of the dispatchers in the association.

7.3 Employer Dominance or Interference. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively which in any way affect wages, hours or working conditions of said employees, or any individual employees in the Unit covered by this Agreement. This is not to be construed to include the normal personnel actions such as recruitment or promotion, or classification due to changes in organizational functions.

7.4 Bulletin Boards. The Employer shall provide a bulletin board in the facility where employees are hereunder employed for posting of seniority and vacation lists and notices of official Union activities. All Union notices shall be signed by a Local Union Officer.

7.5 Union Representation. An employee may request and shall be granted Union representation for any interview which may lead to discipline, suspension or discharge.

7.6 Right to Inspect Personnel Files. Employees shall have the right to inspect their personnel files during normal working hours. Employees shall initial all entries placed in their personnel files which are of a disciplinary nature. Said initials shall acknowledge awareness of said entries, not agreement with same.

ARTICLE VIII

DISCIPLINE

8.1 Discipline for Just Cause. The Employer shall not discipline any employee without just cause. Discharge must be by proper written notice to the employee and the Union. In all cases of discharge or suspension, the employee may see a Union officer before leaving City property. Discharge and/or suspension and/or demotion may be processed initially at Step 3 of the Grievance Procedure.

8.2 Clearing Clause. A written reprimand shall only be used against an employee for the following period of time:

- A. One (1) year for incidents or infractions not involving loss of time or wages.
- B. Two (2) years for incidents or infractions involving loss of time or wages. A loss of up to two (2) days wages or time for a forty (40) hour employee.
- C. Three (3) years for incidents or infractions involving a loss of time or wages greater than two (2) days wages or time for a forty (40) hours employee.

8.3 Probationary Employees. New employees while on probation, may be laid off, disciplined, suspended, discharged, dropped or otherwise punished by the Employer without recourse to the grievance procedure.

ARTICLE IX

SENIORITY

9.1 Probationary Period. All new employees in the classification of full-time Emergency Dispatcher shall serve a one (1) year probationary period, which may be extended by mutual agreement of the Union and Employer.

9.2 Lines of Seniority. After an employee successfully completes the probation period, the employee shall be placed upon the seniority list, gaining seniority from date of hire or date of assignment to the classification of Emergency Dispatcher as follows:

- A. For all employees initial date of hire with the City shall establish seniority for the purposes of computing entitlement to economic benefits, i.e., pension service credit, number of vacation days, etc.

B. Seniority for such purposes as layoff, recall, shift selection, vacation period selection, leave days, promotions, etc., shall be computed from the date the employee was assigned to the classification of full-time Emergency Dispatcher.

9.3 Seniority List. The Employer shall post a seniority list each six (6) months.

9.4 Loss of Seniority. Employees shall lose seniority only for the following reasons:

- A. Discharge.
- B. Voluntary quit.
- C. Layoff for a period of over two (2) years.
- D. Absent for three (3) or more consecutive working days without notifying employer without just cause or reasonable cause.
- E. After being recalled from layoff and not reporting within seven (7) days.
- F. After a disability period specified in Article 24.
- G. At sole discretion of the Employer "D" and "E" above may be waived.

ARTICLE X

LEAVE OF ABSENCE

10.1 Leave of Absence. The Employer may grant, in its sole discretion, leaves of absence for up to six (6) months without pay or other benefits excepting seniority. This section of the Agreement shall not be subject to the grievance procedure on behalf of any employee who feels aggrieved.

10.2 Union Leave of Absence. The Employer shall give reasonable time off up to thirty (30) days without discrimination of loss of seniority rights or other benefits, without pay to employees designated by the Union to attend a labor convention, seminar or school, provided seventy-two (72) hours written notice is given to the Employer by the Union, specifying length of time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

ARTICLE XI

NO STRIKE - NO LOCKOUT

11.1 The Union agrees that all employees in the Bargaining Unit and agents of the Union shall be prohibited from engaging or encouraging others to engage in any strike, work stoppage, deliberate slow-down or interference of any operation of the City during the term of this Agreement.

11.2 The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.

11.3 The City agrees that it will not lock out any employee during the term of this Agreement. If any employee is unable to work because of equipment or facilities are not available to him/her, such inability to work shall not be deemed a lockout under the provisions of this section; and the employee will suffer no loss of wages or benefits unless formally laid off because of such inability to work. These lockout provisions shall not apply in the event of a strike.

ARTICLE XII

EQUIPMENT, ACCIDENTS AND REPORTS

12.1 Any employee involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. An employee, before starting his next shift, shall make out an accident report if requested by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision may subject such employee to disciplinary action by the Employer.

12.2 It is the duty of the employee and he shall immediately, or at the end of his shift, report all vehicle and equipment defects. If requested by the Employer, such report shall be made in writing.

12.3 The Employer shall consider the personal safety of the employees in establishing operational procedures.

12.4 A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules.

12.5 When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest;

and if ordered by the supervisor to perform the work involved, the employee shall perform the work under protest and shall have the right to refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the supervisor.

ARTICLE XIII

LAYOFF AND RECALL

13.1

Layoffs.

- A. In the event there is a reduction in personnel, layoffs will be by Bargaining Unit seniority within the affected department.
- B. The Employer will notify the Union, in writing, fifteen (15) days prior to the anticipated date of any layoffs within the Bargaining Unit.
- C. However, before any regular, full-time employees are laid off, the following is the order in which employees are to be laid off first:
 - 1. Temporary part-time employees performing Emergency Dispatch work.
 - 2. Temporary full-time employees performing Emergency Dispatch work.
 - 3. Probationary employees performing Emergency Dispatch work.
- D. Employees to be laid off may exercise their Bargaining Unit seniority for bumping purposes as follows:
 - 1. Employees faced with layoff who have greater Bargaining Unit seniority than the least senior employee within the same classification must first bump the least senior employee in the same classification within the Bargaining Unit.
 - 2. If bumping is not possible, as outlined in "1" above, employees faced with layoffs who have greater Bargaining Unit seniority may bump the least senior employee within the Emergency Dispatch classification(s) within the Bargaining Unit with the same or lower maximum salary provided they meet the minimum qualifications and can perform the work.

3. Employees bumping into another classification as outlined in "2" above shall serve a thirty (30) day trial period. If the employee is unsuccessful with this bump, the employee may bump only one (1) more time. If this bump is unsuccessful, the employee will be laid off subject to recall rights. Employees who are unsuccessful in exercising their bumping privileges will be laid off from their original classification.

13.2

Recall.

- A. When recalling employees following a layoff or reduction to their former Bargaining Unit classification and department, the employee with the most Bargaining Unit seniority who is qualified shall be the first to be recalled.
- B. When recalling laid off employees or employees who have successfully exercised their bumping rights, the Personnel Manager will notify the employees by certified mail sent to the employee's last known address.
- C. Each employee who is recalled shall report to the Personnel Manager in person or by certified mail within five (5) working days after being notified whether or not he/she intends to return to work for the City. If an employee fails to notify the Personnel Manager, as specifically stated herein, the employee shall be considered as having voluntarily quit.

Bargaining Unit employees having recall rights shall have first preference to return to their former classification before other employees are promoted or hired.

Bargaining Unit employee having exercised bumping previously shall continue to accrue Bargaining Unit seniority in their regular classification and not in the classification into which they have bumped unless such transfer becomes permanent.

ARTICLE XIV

MILITARY SERVICE

- 14.1 Any employee on the seniority list inducted into military, naval, marine or air service under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be reemployed in line with this seniority, at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided he reports for work within ninety (90)

days of the date he is discharged from such service with the United States Government.

14.2 Employees inducted into the Armed Services of the United States, under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position which they held prior to entering the military service, such employees shall be reinstated to their former positions or one comparable with it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service, as above defined, shall be credited to a reinstated employee's length of city service.

14.3 A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus ninety (90) days.

14.4 Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

ARTICLE XV

RESIDENCY

15.1 Employee residency shall be governed by the City Charter that is in effect on the date of signing this Agreement.

ARTICLE XVI

HOURS OF WORK

16.1 The normal average work week shall consist of forty (40) hours.

ARTICLE XVII

OVERTIME

17.1 Overtime pay will be one and one-half (1-1/2) times the hourly rate for all hours worked in excess of an average forty (40) hours in one (1) week when working a five, eight hours per day schedule, and/or beyond the normal shift in any one (1) day. When working a twelve hour per day schedule overtime will be paid for all hours worked in excess of eighty (80) hours in a two week pay period or for all hours worked beyond the twelve hour shift.

17.2 Employees who are extended beyond the end of the regular work shift shall be paid at the rate of one and one-half (1-1/2) times the base rate for all hours worked beyond the

end of the regular shift.

17.3 Overtime work will be permitted only when authorized by a supervisor.

17.4 Seventh Day Work. Employees shall be paid at two (2) times their normal straight time rate of pay for all hours worked as a seventh (7th) consecutive work day. This applies only when this day is an employee's scheduled leave day.

17.5 Any compensatory time, vacation leave, personal leave, or sick leave taken during the scheduled work week shall count as a day worked when determining the seventh (7th) consecutive work day.

17.6 Overtime will be paid to dispatchers on an hour for hour basis when they must report to a doctor of the Employer's choice for treatment of a duty related illness/injury before or after their regular work hours. All efforts shall be made to schedule treatment during regular work hours.

ARTICLE XVIII

OVERTIME EQUALIZATION

18.1 Every reasonable attempt will be made to equalize overtime under the following conditions: only employees who are able to report for full duty shall be eligible for overtime consideration before those that could only work a portion of the shift.

18.2 Overtime shall be considered to fall into one of the following categories:

A. Scheduled overtime to cover personnel shortage when the need for overtime is known at least 72 hours in advance as possible. Scheduled overtime shall be charged to an equalized overtime list kept in the Communications room.

1. A list will be kept on a fiscal year basis. The list maintenance and overtime assignment will be accomplished by a union representative.
2. It is the intent of the parties to offer scheduled overtime in seniority order. The next employee, in line of seniority, with the fewest incidents of overtime shall be offered the next opportunity to work said overtime. Any employee who is offered overtime, but declines such overtime, shall be charged on the list as if he/she had worked the overtime.
3. Employees on vacation, personal, compensatory time or already working during the time period indicated will not be charged on the list.
4. If, after exhausting the entire list of dispatchers eligible for overtime, the department does not have enough volunteers to fulfill the manpower needs, overtime may then be offered in increments of time.

B. **Unscheduled overtime-** Overtime to cover personnel shortages with less than 72 hour notice.

1. Unscheduled overtime shall be charged to a list separate from the scheduled overtime list. This list shall be maintained from July 1 through June 30 of the following year. This list shall be kept on a yearly basis.
2. Overtime will be offered by seniority order. The next employee in line of seniority with the fewest incidents of overtime shall be offered the next opportunity to work such period. Any employee who is offered overtime but declines such overtime shall be charged on the list as if he/she had worked the overtime.
3. Employees who reported ill for their scheduled shift within 24 hours prior to the need for unscheduled overtime shall not be eligible for the overtime. They shall not be charged to the list nor shall they be ordered.
4. Employees on approved vacation, personal or compensatory time, within 24 hours prior to need for unscheduled overtime shall not be charged on the list unless they volunteer to work it, nor shall they be ordered in for overtime.
5. Overtime will be offered in the full time allotment. If after exhausting the list of personnel, the manpower need is not fulfilled, the overtime may be offered in increments of time.
6. If off-duty personnel must be ordered in for overtime, it shall be the least senior employee. Ordered overtime shall not be charged to the list.
7. Dispatchers shall not work more than 12 consecutive hours and shall have at least 8 hours between work periods except in an emergency.

C. **Casual overtime-** time spent finishing up duties at the end of shift. Casual overtime shall not be charged on any list.

ARTICLE XIX

SHIFT SELECTION

19.1 Subject to the manpower needs of the department, Emergency Dispatchers shall be allowed to select their shifts and scheduled leave days based on their unit seniority and every combination of scheduled leave days will be offered for selection on all shifts, i.e., Sun/Mon, Mon/Tues, Tues/Wed, Wed/Thurs, Thurs/Fri, Fri/Sat, Sat/Sun. The sign up sheet used to select shifts and scheduled leave days will be posted no later than March 1st or Sept 1st. The sheet shall remain posted until all members have selected their choice or March 31st or September 30, whichever comes first. Dispatcher shall work permanent shifts which will be selected every six (6) months.

Once a Dispatcher has made his/her shift selection by seniority, he/she will have the right to remain on that shift for six (6) months, with the exception that the City shall retain

the right to transfer employees for cause; personal hardship (with the mutual agreement of the Union); and to transfer employees to meet manpower needs in cases of emergency (which shall be done by reassigning the least senior employees).

Dispatchers may exchange scheduled leave days within the same pay period as long as this does not result in over 80 hours of work. Scheduled leave days may only be switched when unable to use vacation days. If said trading results in an employee working a seventh (7th) day, double time shall not be paid. Leave or vacation days shall not be changed, switched or rescheduled by the City to avoid paying overtime.

ARTICLE XX

MANAGEMENT RIGHTS

20.1 The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of foregoing the right.

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation.
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- C. To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
- D. To determine the number, location and type of facilities and installations.
- E. To determine the size of the work force and increase or decrease its size.
- F. To hire, assign and lay off employees to reduce the workweek or workday or effect reductions in hours worked by combining layoffs and reductions in workweek or workday.
- G. To permit municipal employees not included in the Bargaining Unit to perform Bargaining Unit work in cases of emergency.

- H. To direct the work force, assign work and determine the number of employees assigned to operations.
- I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification subject to Civil Service jurisdiction.
- J. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked.
- K. To establish work schedules.
- L. To discipline and discharge employees for cause.
- M. To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. To transfer, assign and reassign employees from one assignment, division or shift to another.
- O. To determine the qualifications and competency of employees to perform available work subject to the terms of this Agreement.

20.2 This Article shall not give authority to the City to vary terms of this contract without mutual agreement of the parties hereto.

ARTICLE XXI

MISCELLANEOUS

21.1 Pay Periods. The Employer shall provide pay periods every two (2) weeks. Payment shall be made on Thursday for the period ending the previous Friday. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

21.2 Withholding of Pay - New Employees. All new hires shall immediately have one (1) week's pay withheld, so as to conform with City policy. Employees who leave the employ of the City shall receive pay as soon as is practicable for the number of hours withheld.

21.3 Bonds. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Employer.

21.4 Action Against the Other Party. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be

brought any legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made.

21.5 Uniforms. A complete set of initial uniforms will be purchased by the City. A complete set of uniforms is defined as 5 short sleeve shirts with patches, 5 long sleeve shirts with patches, 5 skirts or pants or culottes, 1 sweater, 1 name bar, 1 tie and 1 belt. After the initial set of uniforms are purchased for existing and new employees, the City will provide a uniform maintenance and cleaning allowance to each employee of Four Hundred (\$400) Dollars payable in June each year for the previous twelve (12) month period. A prorated allowance will be paid to an employee if he or she is working or on full paid leave for fifteen (15) days in the month, payment not to exceed twelve (12) months. New hires will not receive their uniform allowance or be required to wear a uniform for the first six (6) months.

21.6 Restitution. Should an employee be required to make restitution to the Employer as a result of an unintentional or accidental overpayment of wages or benefits, the City may deduct the amount of the overpayment from the employee's wages for repayment. Such overpayment shall be taken out over an agreed upon period of time. Such repayment schedule shall be at least as long as the amount of time that the overpayment took place. Under no circumstances shall interest or finance charges be levied against the employee.

21.7 The parties agree that compliance with the Michigan Handicap Act and the Americans With Disabilities Act shall take precedence over any provision of this Agreement.

21.8 The terms and conditions of all insurance policies are herein included by reference, and the Employer makes and presents no assurances beyond those terms and conditions.

21.9 Subrogation. Where the injury or occupational disease for which compensation is payable under the provisions of the contract was caused under circumstances creating a legal liability in some person other than a natural person in the same employ or the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party, for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join in said suit.

Prior to the entry of judgment, either the Employer or his insurance carrier or the

employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore.

Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceedings thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies, and any monies so recovered shall be applied as herein provided.

In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article, to the date of recovery, and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payments of benefits.

Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expense of recovery above-mentioned shall be apportioned by the Court between the parties as their interest appear at the time of said recovery.

ARTICLE XXII

VACATION TIME

22.1 Employees shall be entitled to vacation time with pay under the following schedules:

- A. Employees who have completed one (1) year of continuous service shall be granted eighty (80) hours vacation without loss of pay.
- B. Employees who have completed five (5) years to nine (9) years of continuous service shall be granted one hundred twenty (120) hours vacation upon completion of each year without loss of pay.
- C. Employees who have completed ten (10) to twenty-five (25) years of continuous service shall be granted one hundred sixty (160) hours vacation upon completion of each year without loss of pay.

- D. Employees who have completed twenty-five (25) years or more of continuous service shall be granted two hundred (200) hours vacation upon completion of each year without loss of pay.
- E. Employees who lost time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.
- F. Vacation days can only be accumulated in the amount not to exceed two hundred forty (240) hours, except that employees will have the following year to use the vacation credited for the year just earned. Accrual will be based on anniversary date for each employee. For example: An employee who was hired on September 1, 1979, had the 240 hour maximum accumulation. On September 1, 1985, this employee would be credited an additional 120 hours vacation (this would represent completion of sixth year). This employee would then have until his/her next anniversary date to use or lose the 120 hours. Vacation earned during one (1) year would be credited and used during the next year. Vacation time may not be taken in the same year based upon monthly accrual except in emergencies as approved by the City Manager.
- G. In the case of retirement, resignation in good standing, or death of an employee, her or his estate will be paid for all vacation hours which have accumulated to their credit, plus a pro-rata share of vacation earned during any month of the year of retirement, resignation in good standing or death. An employee is deemed to have completed a full month if separation occurs after the 15th of any month.
- H. Vacation, compensatory, and personal time shall be considered equal. Leave requests can be submitted year round. Leave time must be approved by the supervisor. Leave can be taken on a per day or hourly increments if approved by the supervisor. When a shift is down to minimum staffing levels at least one person shall be allowed time off even if it requires overtime as long as the request is submitted at least 48 hours in advance.
- I. If requested time off is before the next shift change it shall be approved or disapproved within three (3) days of submission. If requested time off is after the next shift change, it shall be approved or disapproved within seven (7) days after shift selection has been completed by date of submission.

Leave time will be approved on a first come, first served basis by submission date, not hour. Unit seniority shall prevail in the event that

two or more dispatchers submit requests on the same day, for the same leave time. No leave request shall be considered for approval by the supervisor more than six (6) months prior to the date of the leave. (Example: No request for December 25 will be considered for approval prior to June 25. A request submitted on May 25 would be considered as submitted on June 25.)

In case of illness, said employees can use their vacation if needed, after all sick time and benefits are exhausted.

ARTICLE XXIII

SICK LEAVE

23.1 All full-time regular employees will earn (accrue) sick leave at the rate of eight (8) hours for each full month paid status of employment. Maximum sick leave earned per year shall be ninety-six (96) hours. Sick leave shall be accumulated to a maximum of 152 hours at the end of the fiscal year.

23.2 At that time, employees may have reached the 152 hour maximum accumulation. All employees having in excess of 56 hours as of the last day of the first bi-weekly pay period ending in June each year shall have an option of receiving compensation computed on the basis of fifty percent (50%) (one-half) of their regular hourly rate as of June 30 that year for all sick leave in excess of 56 hours or may receive the equivalent as "personal time" for all hours in excess of 56 hours.

Immediately prior to the sick leave buyback, employees may elect to convert 24 hours to personal time from their sick leave bank to be used through the end of the first pay period ending in June of the following year. Unused personal time at that point would be bought back at fifty (50%) percent.

The use of "personal time" is subject to approval in advance by the Employer but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of one (1) hour or more.

23.3 Accumulated sick leave may be used in the following manner:

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to a contagious disease which, according to public health standards, would constitute danger to health of others by the employee's attendance at work.

- C. If reported before the start of shift, sick leave shall be available for use by employees in units of four (4) hours or more. If taken after the start of shift, sick time shall be equal to the actual time taken, rounded to the next highest whole hour.
- D. For doctor and dental appointments, employees may utilize sick leave in one (1) hour increments based upon the following criteria:
 - 1. Employees must request the leave in advance indicating on the Request for Leave, the doctor's name and address.
 - 2. The employee will be required to provide the Employer with a receipt from the doctor.

23.4 An employee absent for more than one (1) month, with the exception of paid vacation and paid leave of absence, will earn a sick day for the first month only.

23.5 Employees off sick shall be required to bring a doctor's slip if the City Manager requests it. The Employer may require an examination of the employee, following an illness or injury, by a doctor of Employer's choice on city time and city expense.

23.6 The printed application of leave form furnished by the Employer must be filled out completely and properly signed and submitted by the employee for sick leave absences.

23.7 In case of death, the employee's estate will be paid one hundred (100%) percent of the accumulated unused sick leave. Upon an employee's retirement or resignation, the City will pay fifty (50%) percent of his accumulated unused sick leave; unused personal time will be compensated at one hundred (100%) percent for the first twenty-four (24) hours and fifty (50%) percent for all personal hours in excess of twenty four hours. In the event of discharge for just cause, the employee forfeits all accumulated unused sick leave.

ARTICLE XXIV

DISABILITY

24.1 Injury or illness outside the scope of employment. At no cost to the full-time regular employee, the Employer will provide disability insurance as outlined below. The terms and conditions of the insurance policies are herein included by reference, and the Employer makes and presents no assurances beyond those terms and conditions.

Disability Insurance

Short Term Disability Income for Accident or Illness

Short Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	7 days
Maximum Duration	26 weeks

Long Term Disability Income Benefit

Long Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	180 days
Sickness to age 65	
Accident to age 65	

- A. Employees who lost time from work on account of non-duty injury or illness may utilize their available sick leave bank during the short term disability waiting period - seven (7) days.

During the first four (4) months of a non-duty connected disability, the Employer will continue to provide hospitalization insurance, life insurance and dental insurance. Sick leave, vacation leave and clothing allowance will be earned only during the first month of non-duty connected disability.

- B. If an employee is unable to return to work after four (4) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above. At the employee's option and subject to approval by the insurance carrier, the employee will be allowed to remain in the group plan as provided for under COBRA provided the employee reimburses the Employer by the 15th of each month.
- C. If an employee is unable to return to work after twelve (12) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate the employee was earning at the time of the disability. The remaining unused sick leave will be computed at fifty percent (50%). Accrued vacation and, if appropriate, compensatory time will be compensated at one hundred percent (100%). Unused personal time will be compensated at one hundred (100%) percent for the first twenty four hours and at fifty (50%) percent for all hours in excess of twenty four hours.
- D. A bargaining unit employee who is unable to return to work after twelve (12) months from the date of the non-duty connected disability shall cease to be a seniority employee.

24.2 Injury or Illness Arising Out of and in the Course of Employment.

- A. For loss of time on account of injury or illness arising out of and in the course of employment with the City, an employee shall receive full pay for up to seven (7) calendar days without drawing on his sick leave accumulation for any one (1) injury or illness, but shall not be allowed on reoccurrence of same injury or illness. An employee who continues on Worker's Compensation after seven (7) calendar days shall be eligible to receive benefits from the short-term disability insurance subject to the terms and conditions of the programs.
- B. During the first twelve (12) months of a duty-connected disability, the Employer will continue to provide hospitalization insurance, life insurance dental insurance, longevity pay and holiday pay at no cost to the employee. Sick leave and clothing allowance will be earned only during the first month.

If an employee is unable to return to work after twelve (12) months from the date of the duty connected disability, the Employer shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid to the employee calculated on the employee's appropriate hourly pay rate. The remaining unused sick leave will be computed at fifty percent (50%). Accrued vacation and if appropriate, compensatory be compensated at one hundred percent (100%). Unused personal time will be compensated at one hundred (100%) percent for the first twenty four hours and at fifty (50%) percent for all hours in excess of twenty four hours.

If an employee's Worker's Compensation claim is contested by the insurance company, the benefits of section 24.1(A) will not be operative until the claim is settled and is found to be in favor of the employee. However, during this period, the disability insurance would be available based upon the terms and conditions of the policy.

- C. A bargaining unit employee who loses time on account of injury or illness arising out of and in the course of employment with the City, shall continue as a seniority employee for a period of two (2) years from the date of such disability.

An employee who is unable to return to work at the end of the two (2) year period shall cease to be a seniority employee.

- D. Employees if requested, will be required to provide a report from a doctor to support the employee's request for sick leave and an authorization from the doctor of his ability to return to work.

- E. Employees who lost time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.

ARTICLE XXV

JURY DUTY

25.1 Any employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and his regular pay. The employee shall return to work if his presence is not required at Court. When combining work hours and jury duty hours, no employee shall be required to work more than eight (8) hours combined in any 24 hour period.

ARTICLE XXVI

BEREAVEMENT LEAVE

26.1 Dispatchers shall be entitled to pay for up to five (5) calendar days, including SLD's, per funeral, beginning with date of death to make preparations for and attend the funeral caused by the death of the following members of a dispatchers family: a spouse, child or stepchild, parents, stepfather, stepmother, brother, sister, grandparents, spouse's grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law and sister-in-law. Time off after the funeral is only allowed if dispatchers have to take care of personal or business matters which were caused by the death. To be eligible for bereavement leave the funeral must be attended.

ARTICLE XXVII

HEALTH INSURANCE

27.1 Hospitalization. Medical and hospitalization benefits will be provided to the employees, spouse and dependents at no cost to the employee.

The base coverage will be the BC/BS Community Blue PPO with the CB-PCM, CB-ET \$25.00, CB-OV \$5.00, CB-MH 20% and Preferred Rx \$5.00 riders. Employees will have the option of choosing Blue Care Network, Health Alliance Plan or Blue Cross/Blue Shield traditional insurance with the Preferred RX \$5.00 drug rider, PSA and VST riders. Any additional costs in excess of the base coverage will be paid by the employee. The illustrative rates determined by the Blue Cross/Blue Shield for the Community Blue PPO shall be the rates used to determine the excess cost an employee will be responsible to pay.

Until the City can provide the Community Blue base coverage, the Blue Cross/Blue Shield PPO will be provided as the base coverage. The City will offer to employees the option to select Health Alliance Plan or Traditional BC/BS medical coverage in lieu of the BC/BS PPO. However, employees shall pay any additional costs in excess of the BC/BS PPO through a

payroll deduction on a monthly basis.

The Master Medical annual deductible amount for both Blue Cross/Blue Shield PPO and BC/BS traditional coverage are One Hundred (\$100) Dollars for a single person, and Two Hundred (\$200) Dollars for two persons and family coverage. Also, the prescription drug co-pay is the Preferred RX (\$5.00) rider. The coverage provided by Health Alliance Plan remains the same.

27.2 Health Insurance Allowance. The Employer has a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no Employer-sponsored health care plans (Blue Cross/Blue Shield, or Health Maintenance Organization), and whose spouse or parent has coverage provided, shall be paid One Thousand (\$1,000.00) Dollars each year for every year that the spouse or parent has coverage. Payments will be made annually, in December, to each employee who has not been on any Employer-sponsored Health Care Program, except that payments will be prorated monthly to meet the dates the employee first participates and/or ends participation in this program.

- A. Employees shall be required to show proof that a spouse or parent has health care coverage that includes the employee and their dependents before said employee will be declared eligible to receive the One thousand (\$1,000.00) Dollar annual payment.

27.3 Re-Enrollment Protection. Employees, whose spouses or parents health care plans cease to cover the employee and their dependent, must re-enroll in an Employer-sponsored health care plan. In such cases, the employee shall be allowed to enroll in an Employer-sponsored plan immediately subject to the appropriate health insurance carriers implementation.

27.4 If an employee's spouse works for the Employer or the 41A District Court, the employee will not be eligible for any medical coverage provided by this Agreement, but will instead be provided the health insurance allowance of One Thousand (\$1,000) dollars. If an employee's spouse elects to take the health insurance allowance, the employee covered by this Agreement may keep the health coverage. In no case will married City employees both receive medical coverage. All employees/dependents shall be entitled to the dental coverage.

27.5 The City has the right to offer cost saving health insurance programs to the union on a voluntary basis during the life of this agreement.

ARTICLE XXVIII

DENTAL

28.1 All employees shall receive the following dental coverage with dependent coverage. The Employer shall pay one hundred percent (100%) cost of the insurance premium

for this plan.

28.2 The following plan with coverage description and limits shall be as follows:
BLUE CROSS/BLUE SHIELD DENTAL PLAN COVERAGE DESCRIPTION AND LIMITS.

28.3 CLASS I: Diagnostic services, preventive services, and palliative treatment are covered at seventy-five percent (75%) of reasonable charges.

28.4 CLASS II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at seventy-five percent (75%) of reasonable charges.

28.5 CLASS III: Construction and replacement of dentures and bridges are covered at seventy-five percent (75%) of reasonable charges.

28.6 CLASS IV: Orthodontic services are covered at fifty percent (50%) of reasonable charges.

28.7 Each member is entitled to maximum benefits of \$1,000 every contract year.

28.8 Each member (up to age 19) has a lifetime maximum of \$1,000 available for orthodontic services.

28.9 The Employer reserves the right to change insurance carriers provided the coverage is equal to or greater than the coverage currently provided.

28.10 Dental Benefits for Retired Dispatchers:
Effective July 1, 1997, the Employer agrees to provide to any dispatcher/spouse (not dependents) covered by this Agreement who retires Blue Cross/ Blue Shield dental benefits equal to those received at the time of retirement.

ARTICLE XXIX

LIFE INSURANCE

29.1 Life insurance will be carried for each employee by the Employer at no cost to the employee. Coverage will be at a level that provides one and one-half (1 1/2) times the annual salary.

ARTICLE XXX

TRAVEL ACCIDENT INSURANCE

30.1 The City may provide the employees covered by this Agreement travel accident

insurance while on approved travel on city business. The face value coverage of said insurance shall be determined by the City and shall be paid by the City.

ARTICLE XXXI

PENSION PLAN

31.1 A pension plan will be provided as follows: Chapter 28, City of Sterling Heights Charter as of July 1, 1982. In addition to those provisions, this collective bargaining agreement will also provide the following:

- A. Normal retirement at age 60 with ten (10) years of service. Employees in this bargaining unit shall have the option of retirement at age 55, with 25 years of credited service or after thirty (30) years of credited service at any age.
- B. Final Average Compensation (FAC) to be the best of three (3) years of the last ten (10) years of credited service in determining retirement benefits. FAC shall include all taxable income received - excluding allowances and reimbursements and shall include income paid into any deferred compensation plan. As used in this section, "years" shall mean any fifty-two (52) consecutive week periods which shall not overlap, calculated backwards from the effective date of retirement which shall be the day after the last day at work or on full paid leave.
- C. Pension factor to be 2.3 percent for each year of service.
- D. Employee contribution to be five (5%) percent of earnings.
- E. Vesting of pension benefits shall occur after ten (10) years of credited service with the City.

31.2 For the purpose of this resolution, the term "retiree" is defined as any employee who retires by virtue of fulfilling the age and service requirements for retirement, and who, immediately upon leaving the Sterling Heights employment, receives retirement benefits from a duly established City of Sterling Heights Retirement System. Employees who retire as a result of a duty connected disability are likewise included.

31.3 Military Service Credit. Effective July 1, 1995, and thereafter, a member shall be given service credit for not more than four (4) years active military service to the United States Government who is employed subsequent to this military service, upon payment to the retirement system of five (5%) percent of their full time or equated full time compensation for the fiscal year in which payment is made, multiplied by the years of service that the member elects to purchase, up to a maximum. Service shall not be creditable if it is or would be creditable under any other Federal, State, or other locally publicly supported retirement system. Time may be

bought in increments of no less than one year at a time or (fraction of a year if there is less than a year to purchase left).

31.4 A retiree, who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income, for the remainder of his/her life should the retiree predecease said beneficiary, may, on a one-time basis revert to one (100%) hundred percent of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "Pop-up" provision, shall be paid by the employee/retiree who elects to use said provision, in the form of a further reduced pension amount determined by the General Employees Retirement System Actuaries.

31.5 Members of this bargaining unit who retire after July 1, 1995, shall be provided Five Thousand (\$5,000) Dollars worth of life insurance until age 70. The premium for said policy shall be paid by the City. The City provides no guarantees or assurances regarding coverage under any policy provided by this Article.

31.6 Medical coverage will be provided to the retiree and spouse (not dependents) in the same manner as that provided to active employees as outlined in Section 27.1 of this Agreement.

Upon reaching age sixty-five (65) or eligibility for Medicare, the retired employee must apply for Medicare coverage. The City will provide complementary coverage with riders to provide a continuation of benefit level.

Each retiree who chooses to join no Employer-sponsored health care plans (Blue Cross/Blue Shield, or Health Maintenance Organization), and whose spouse has coverage provided, shall be paid one thousand (\$1000) Dollars each year for every year that the spouse has coverage.

In the event a retired employee obtains employment from an employer who provides hospitalization and medical insurance, they shall not be covered by the City's hospitalization coverage for the duration of said employment.

ARTICLE XXXII

MILEAGE ALLOWANCE

32.1 When an employee is required by the Employer to provide his own transportation to and from a job location, he shall receive an allowance based upon the standard set by Internal Revenue Services. The Employer will provide transportation whenever possible.

ARTICLE XXXIII

EDUCATION AID

33.1 The Educational Reimbursement Program is offered to encourage employees to improve their present job skills, thereby increasing their productive value to the City. Such a program will also assure the establishment of a quality work force, assisting employees in preparing for future advancement within the City.

33.2 The scope of the program does not include special seminars, or "short courses" of a few days duration which will continue to be considered on an individual and departmental training basis as in-service training.

33.3 The following provisions are established to govern the administration of the City's Education Assistance Program:

- A. Application for Educational Assistance may be made by any full-time permanent employee who has completed his designated probationary period.
- B. Application will be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.).
- C. Applications are to be submitted for approval by the Police Chief and City Manager in advance of beginning the course and only for course work directly related to the employee's present job or directly related to a promotional position within the organization. A nexus between the employee's present job or promotional position and the courses undertaken must be established for consideration.

Elective courses, as necessary to satisfy the general education requirements to complete degree (certificate) requirements, will be considered if requirements of above paragraph are met.

- D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
- E. There shall be a seventy-five percent (75%) reimbursement for tuition and required textbooks to a maximum of \$2,000/year based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing".
- F. In the event that an employee terminates himself as an employee of the City within a two (2) year period subsequent to completion of the end of the semester, he will be under an obligation to reimburse the City for all

cost relating to the Education Reimbursement Program. In effect, the employee is under a two (2) year obligation or commitment to the City after completion of course work for the reimbursement under the educational program. If these standards are not complied with, reimbursement to the city will be due for that portion that corresponds to the two (2) years. Example: An employee receives an Education Aid reimbursement check on December 15, 1982 (for fall semester 1982). If he/she leaves City employment prior to December 16, 1984, the amount paid on December 15, 1982 must be reimbursed to the City.

- G. Employees must submit official school transcript showing a final grade received. The employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fees.
- H. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Manager's office. Approval and reimbursement for education assistance is contingent upon the availability of funds, the employee's successful completion of the course and adherence to the policies and procedures.
- I. Expenses such as student fees, matriculation fees, lab fees, parking mileage, shall not be part of the Educational Assistance Program.

ARTICLE XXXIV

HOLIDAYS

34.1 Holidays. All probationary, provisional and regular status employees will be eligible to receive holiday pay for the following holidays under the following regulations:

New Year Day	Thanksgiving Day
Easter	Day after Thanksgiving
Memorial Day	December 24th
Fourth of July	Christmas Day
Labor Day	December 31st
Veterans Day	

Each employee shall earn eleven (11) paid holidays during each fiscal year. Said holidays are earned at a rate of eleven twelfths (11/12) of a holiday for each month from July 1 through June 30, to be paid in November of said fiscal year. The rate of holiday pay shall be based upon the employee's base rate of pay on date payment is made. For purposes of newly promoted employees, or employees whose employment is terminated, the earning of paid holidays shall be pro-rated at the rate of eleven twelfths (11/12) of a holiday for each full month of employment projected through June 30. Said pro-rating to be commenced on the first calendar

day of the month. For example, if an employee is hired July 1, said employee would receive eleven (11) days holiday pay at the appropriate rate paid in November. However, if the employee resigned January 5, he would have to repay the City for 6 days holiday pay. Employees hired after the date holiday pay is granted, shall receive the pro-rated share on or before June 30.

34.2 Any employee working on a day that the holiday is observed shall receive pay at the ratio of time and one half in addition to what is provided in this article.

34.3 Any employee who is called in or ordered to work overtime on a holiday shall be paid double time on top of the normal holiday pay. Employees who volunteer to work the holiday do not receive the double time.

ARTICLE XXXV

CALL-IN AND COURT TIME

35.1 Call-in duty assignments prior to the start of the shift shall be guaranteed three (3) hours pay at the rate of one and one-half (1-1/2) times the base hourly rate; provided, however, that such call-in duty assignment precedes the start of the employee's regularly assigned shift by a minimum of two (2) hours. This rate of pay shall apply to those assignments voluntarily accepted by the employee as well as to those assignments ordered by the shift commander. This shall include mandatory training assignments.

35.2 If such call-in assignment occurs less than two (2) hours prior to the start of the employee's regularly assigned shift, the employee shall receive the time and one-half (1-1/2) rate for the actual time worked prior to the start of the shift.

ARTICLE XXXVI

COMPENSATORY TIME

36.1 The employee is to designate his choice of compensatory time or pay at the time the overtime work is earned.

36.2 Compensatory time may be taken by the employee subject to approval from the Employer in advance. Compensatory time used by the employee shall be deducted hour for hour.

36.3 The accumulated unused compensatory time for all employees shall be computed by the last day of the first bi-weekly pay period ending in June of each year and paid to the employee by June 30th.

ARTICLE XXXVII

LIABILITY INSURANCE

37.1 Liability Insurance. Liability insurance shall be carried for each employee by the Employer at no cost to the employee to provide protection to the employee for false arrest, detention or imprisonment or malicious prosecution. Coverage will be in a minimum amount of \$300,000 for each occurrence.

ARTICLE XXXVIII

SHIFT PREMIUM

38.1 All employees shall be paid a shift premium on the basis upon the following rate:

Employees working the afternoon shift shall receive \$.30/hour in addition to their normal pay.

Employees working the midnight shift shall receive \$.50/hour in addition to their normal pay.

38.2 Shift allowance will be paid only for the normal shift and not for overtime worked on that shift.

ARTICLE XXXIX

SALARY SCHEDULE

39.1 WAGES. Illustrated in Appendix A

7/1/97 - 2%

7/1/98 - 3%

7/1/99 - 3%

7/1/00 - 4%

7/1/01 - 3%

If during the life of this contract the employees of the bargaining unit are required to work an eight-hour day schedule rather than a twelve-hour day schedule, then negotiations will resume between the parties in an attempt to reach agreement on any wage increase.

39.2 Trainer Pay The City shall determine and decide when to designate an employee as a trainer and how long they shall perform the duties of specific training of new personnel. Only employees who have completed their probationary period shall be eligible for this assignment. The pay for the trainer position shall be an additional \$1.00/hour for all hours

worked in active training effective as of the date of the signing of this agreement. Matron duties will not be performed by any Emergency Dispatcher.

ARTICLE XL

LONGEVITY

40.1 Effective July 1, 1997, all Bargaining Unit members shall receive a longevity payment for the first pay period following the employee's anniversary for those eligible as of July 1, in that fiscal year, according to the following schedule:

5 years or more	\$ 500.00
10 years or more	1,000.00
15 years or more	1,500.00
20 years or more	2,000.00

ARTICLE XLI

DRUG TEST

41.1 Parties have agreed to a drug testing policy as attached and referred to as Appendix C.

ARTICLE XLII

SAVINGS CLAUSE

42.1 In the event that any provision of this agreement shall at any time be declared invalid by any Court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

42.2 In the event that any provision of this agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XLIII

WAIVER CLAUSE

43.1 The parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and

that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XLIV

DURATION

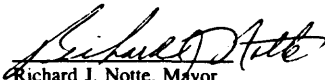
44.1 This agreement shall be in full force and effect from July 1, 1997 to and including June 30, 2002 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

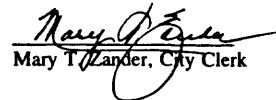
44.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said agreement, either party may serve upon the other notice, at least sixty (60) days prior to July 1, 2002, or any period of any subsequent contract year, advising that such party desires to continue this agreement, but also desires to revise or change terms or conditions of such agreement.

44.3 Should either party to this agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence not later than forty-five (45) days before the expiration date or amendment date of this agreement.

IN WITNESS WHEREOF, the parties hereto have cause this AGREEMENT to be signed by their duly authorized representatives as of the day and year first written.

CITY OF STERLING HEIGHTS

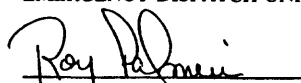

Richard J. Notte, Mayor

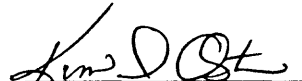

Mary T. Zander, City Clerk

POLICE OFFICERS ASSOCIATION OF MICHIGAN


Robert Wines, Business Agent

EMERGENCY DISPATCH UNIT (POAM)


Roy Palmeri, President


Kim Ostin, Secretary


Patricia Nowicki, Bargaining Officer

Dated: _____

EMERGENCY DISPATCHERS

Appendix A

Effective July 1, 1997

2%

POSITION	Start	6 Months	1 Year	1½ Years	2 Years	2½ Years
<u>Emergency Dispatcher</u>						
Annual	27,697	28,389	29,097	29,825	30,571	31,335
Hourly	13.316	13.649	13.989	14.339	14.698	15.065
Bi-weekly	1065.28	1091.92	1119.12	1147.12	1175.84	1205.20
	<u>3 Years</u>	<u>3½ Years</u>	<u>4 Years</u>	<u>4½ Years</u>	<u>5 Years</u>	
<u>Emergency Dispatcher (continued)</u>						
Annual	32,119	32,922	33,745	34,590	35,455	
Hourly	15.442	15.828	16.224	16.630	17.046	
Bi-weekly	1235.36	1266.24	1297.92	1330.40	1363.68	

Effective July 1, 1998

3%

POSITION	Start	6 Months	1 Year	1½ Years	2 Years	2½ Years
<u>Emergency Dispatcher</u>						
Annual	28,527	29,240	29,970	30,719	31,489	32,275
Hourly	13.715	14.058	14.409	14.769	15.139	15.517
Bi-weekly	1097.20	1124.64	1152.72	1181.52	1211.12	1241.36
	<u>3 Years</u>	<u>3½ Years</u>	<u>4 Years</u>	<u>4½ Years</u>	<u>5 Years</u>	
<u>Emergency Dispatcher (continued)</u>						
Annual	33,082	33,910	34,758	35,628	36,518	
Hourly	15.905	16.303	16.711	17.129	17.557	
Bi-weekly	1272.40	1304.24	1336.88	1370.32	1404.56	

Effective July 1, 1999

3%

POSITION	Start	6 Months	1 Year	1½ Years	2 Years	2½ Years
<u>Emergency Dispatcher</u>						
Annual	29,382	30,118	30,869	31,640	32,433	33,244
Hourly	14.126	14.480	14.841	15.212	15.593	15.983
Bi-weekly	1130.08	1158.40	1187.28	1216.96	1247.44	1278.64
	<u>3 Years</u>	<u>3½ Years</u>	<u>4 Years</u>	<u>4½ Years</u>	<u>5 Years</u>	
<u>Emergency Dispatcher (continued)</u>						
Annual	34,074	34,927	35,800	36,697	37,614	
Hourly	16.382	16.792	17.212	17.643	18.084	
Bi-weekly	1310.56	1343.36	1376.96	1411.44	1446.72	

EMERGENCY DISPATCHERS

Appendix A

Effective July 1, 2000

4%

POSITION	Start	6 Months	1 Year	1½ Years	2 Years	2½ Years
<u>Emergency Dispatcher</u>						
Annual	30,557	31,322	32,104	32,905	33,731	34,573
Hourly	14.691	15.059	15.435	15.820	16.217	16.622
Bi-weekly	1175.28	1204.72	1234.80	1265.60	1297.36	1329.76
	<u>3 Years</u>	<u>3½ Years</u>	<u>4 Years</u>	<u>4½ Years</u>	<u>5 Years</u>	
<u>Emergency Dispatcher (continued)</u>						
Annual	35,436	36,325	37,232	38,165	39,118	
Hourly	17.037	17.464	17.900	18.349	18.807	
Bi-weekly	1362.96	1397.12	1432.00	1467.92	1504.56	

Effective July 1, 2001

3%

POSITION	Start	6 Months	1 Year	1½ Years	2 Years	2½ Years
<u>Emergency Dispatcher</u>						
Annual	31,474	32,262	33,067	33,893	34,744	35,611
Hourly	15.132	15.511	15.898	16.295	16.704	17.121
Bi-weekly	1210.56	1240.88	1271.84	1303.60	1336.32	1369.68
	<u>3 Years</u>	<u>3½ Years</u>	<u>4 Years</u>	<u>4½ Years</u>	<u>5 Years</u>	
<u>Emergency Dispatcher (continued)</u>						
Annual	36,499	37,415	38,348	39,309	40,291	
Hourly	17.548	17.988	18.437	18.899	19.371	
Bi-weekly	1403.84	1439.04	1474.96	1511.92	1549.68	

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF STERLING HEIGHTS
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
ON BEHALF OF THE EMERGENCY DISPATCH EMPLOYEES
OF THE CITY OF STERLING HEIGHTS**

WHEREAS the Police Officers Association of Michigan is certified under the Fair Labor Standards Act to negotiate other than 40 hours work weeks; and

WHEREAS the parties are desirous of entering into a revised work schedule whereby employees would work twelve hours shifts, i.e., 84 hours in a two week work cycle;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the parties, as follows:

Effective with the signing of this Letter of Understanding and for a one year trial period, the parties agree to a new twelve hour work schedule as set forth below:

Shift 1 0730-1930 hours

Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Off	Off	Off					Off	Off	Off	Off			

Shift 2 1930-0730 hours

Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
		Off	Off	Off			Off	Off	Off	Off			

Shift 3 0730-1930 hours

Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Off				Off	Off	Off					Off	Off	Off

Shift 4 1930-0730 hours

Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Off	Off				Off	Off	Off					Off	Off

APPENDIX "B"

It is not the intent of the parties to increase pay or other benefits by this revised scheduling; rather, except as noted below, all other terms and conditions and benefits of employment will remain the same.

Under the new shift scheduling, there will be four shifts, picked by bargaining unit seniority. A shift premium of \$0.40 per hour will be paid to employees on Shifts 2 and 4. Four (4) hours of overtime will be paid to employees every two weeks (i.e. 80 hours at straight time and 4 hours at time and one-half, for the 84 hours worked in the 14 day work period). This overtime may be taken in pay or put into the employee's compensatory time bank.

The parties agree to reevaluate the twelve hour scheduling in July of each year. At this time either party may choose to, and the parties will thus, revert back to the previous eight hour scheduling. Should it revert to the eight hour schedule, this would not take effect until shift selection in October.

By this Letter of Understanding, and during the trial period, the parties specifically agree that the terms set forth in this Letter of Understanding specifically supersede Sections 16.1, 19.1 (first paragraph only), of the parties' collective bargaining agreement.

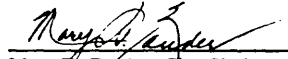
CITY OF STERLING HEIGHTS

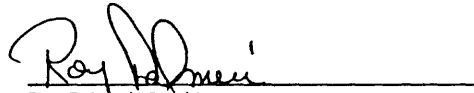
POLICE OFFICERS ASSOCIATION OF MICHIGAN



Richard J. Notte, Mayor


Robert Wines, Business Agent

EMERGENCY DISPATCH UNIT (POAM)


Mary J. Zander, City Clerk


Roy Palmeri, President


Kim Ostin, Secretary


Patricia Nowicki, Bargaining Officer

DATE: 10-21-97

Appendix
"C"



CITY OF STERLING HEIGHTS

DRUG TESTING POLICY

EMERGENCY DISPATCH UNIT
POLICE OFFICERS ASSOCIATION OF MICHIGAN

DRUG TESTING POLICY

I. PURPOSE

The purpose of this order is to provide all Emergency Dispatchers with notice of the provisions of the Communications Division Drug Testing Program.

II. POLICY

It is the policy of this department that the critical mission of dispatching Emergency Services personnel justifies maintenance of a drug-free work environment through the use of a reasonable employee Drug Testing Program.

The Emergency Services profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that Emergency Dispatchers are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair Dispatchers' physical and mental health and, thus, job performance.

When Emergency Dispatchers participate in illegal drug use and drug activity, the integrity of the Emergency Services profession and public confidence in that integrity is destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the Communications Division and to preserve public trust and confidence in a fit and drug free Emergency Services profession, this division will implement a Drug Testing Program to detect prohibited drug use by employees on January 1, 1992.

III. DEFINITIONS

- A. Emergency Dispatchers - Those employees who have been hired to perform the various duties of communicating with the City's emergency operations personnel.
- B. Supervisors - Those assigned to a position having day-to-day responsibility for supervising subordinates or who are responsible for commanding a work element.
- C. Drug Test - The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an employee, for chemical analysis to detect prohibited drug usage.

- D. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts or inferences would lead the reasonable person to suspect that the employee is or has been using drugs while on or off duty.
- E. Probable Cause - That amount of facts and circumstances within the knowledge of a Supervisor or the Administration, which are sufficient to warrant a prudent person to believe it is more probable than not that an employee is or has been using drugs while on or off duty.
- F. Probationary Employee - For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the City as a recently hired Emergency Dispatcher.
- G. Medical Review Officer (M.R.O.) - The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The M.R.O. will be a licensed physician with knowledge of substance abuse disorders. The M.R.O. shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement - A standard letter of conditions for continued employment that is offered by the City, or the right to same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.

IV. PROCEDURES/RULES

A. General Rules

The following rules shall apply to all Dispatchers while on and off duty:

1. No Dispatcher shall illegally possess any controlled substance.
2. No Dispatcher shall ingest any controlled or prescribed substance except under the direction of a licensed medical practitioner.
 - a. Dispatchers shall notify their immediate supervisor when required to use prescription

medicine that may influence their job performance. The employee shall submit one of the following:

- (1) Note from the prescribing doctor.
- (2) Copy of the prescription.
- (3) Show of the bottle label to his immediate supervisor.

- b. Supervisors shall document this information and retain the memorandum for at least 30 days.
3. No Dispatcher shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
 4. Any Dispatcher who unintentionally ingests or is made to ingest a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Dispatcher's health and safety.
 5. Any Dispatcher having a reasonable basis to believe that another Dispatcher is illegally using or is in possession of any controlled substance shall immediately report the facts and circumstances to his supervisor.
 6. Discipline of Emergency Dispatchers for any violation of this Drug Testing Policy shall be in accordance with the due process rights provided in the Department's Rules and Regulations, Policies and Procedures, and the Collective Bargaining Agreement. The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the City, when one of the following occurs:
 - a. A refusal to participate.
 - b. Probable cause.
 - c. The Medical Review Officer determines that a Dispatcher's drug test was positive.

B. Probationary Employee Drug Testing

All probationary Dispatchers shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the City. Probationary Dispatchers may be tested prior to completion of the probationary period.

A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the City.

C. Emergency Dispatcher Drug Testing

Emergency Dispatchers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. The supervisor may order a Dispatcher to take a drug test upon document probable cause that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
2. Upon reasonable suspicion, the Department may request, through an authorized representative of the employee's labor association, that a Dispatcher submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, Section C, Subsection 4 herein. Any employee voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any employee who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
3. A drug test may be administered as part of any promotional physical examination required by the City.
4. All Emergency Dispatchers shall be uniformly tested during any unannounced, random testing required by the City. Random testing for all Emergency Dispatchers will not exceed twice in a 365 day period.
 - a. The City shall determine the frequency and timing of such tests.
 - b. The president of the labor association, or his designee, will receive a list of the employees that have been required to take a drug test after all employees in that particular group

have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.

D. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Department Rules and Regulations, and may include discharge. Any discipline remains subject to review in accordance with the Collective Bargaining Agreement.

E. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug test shall require positive identification from each Dispatcher to be tested before the employee enters the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the employee's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the employee of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer so that the M.R.O. may determine whether the test result is a false positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before a Dispatcher enters same, in order to document that the area is free of any foreign substances.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight (8) hours to give a sample. During that time, the employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit

a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.

6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled and initialed by the employee and laboratory technician, and checked against the identity of the employee. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the Dispatcher may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

F. Drug Testing Methodology

1. The testing or processing phase shall consist of:
 - a. Initial screening test.
 - b. Confirmation test - if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the City shall be held until the confirmation test results are obtained and verified by the M.R.O.

3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

(mg/ml)

Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolite.	300*
Phencyclidine.	25
Amphetamines	1000
Barbiturates	300

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

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

Confirmatory Test Level

Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates: Morphine	300+
Codeine.	300+
Phencyclidine.	25
Amphetamines: Amphetamine	500
Methamphetamine	500
Barbiturates	300

*Delta-9-tetrahydrocannabinol-9-carboxylic acid
 **Benzoylcegonine
 +25 mg/ml if immunoassay-specific for free morphine

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States Government which were published in the Federal Register, Volume 54, Number 230, dated December 1, 1989.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
8. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon their request.
9. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

G. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.

H. Drug Test Results

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

I. Substance Abuse Rehabilitation Program

Dispatchers may participate in a substance abuse rehabilitation program, however, participation shall not prohibit drug testing under this policy.

J. Procedures for Implementation of the Last Chance Agreement

1. An employee whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall be offered a Last Chance Agreement.
2. At the discretion of the City, the Last Chance Agreement may also be offered to any employee whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (Last Chance Agreement) must be signed by an authorized representative of the City and the employee.
4. An employee must attend and successfully complete an authorized rehabilitation program.
5. An employee must sign a form releasing any and all information to Management as may be requested.
6. An employee must pass a medical examination administered by a medical facility designated by the City prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. An employee may be allowed to use sick time and non-duty disability benefits while undergoing rehabilitation.
8. Once authorized to return to duty, the employee must submit to periodic urinalysis as may be determined by the City.
9. The employee shall be subject to the terms of this program for three (3) years after their return to work.
10. The employees must agree in writing that they will be automatically terminated forthwith if a violation of any portion of the Last Chance Agreement occurs at any time during its enforcement term.
11. Employees must be advised that they are not obligated to sign the agreement and be advised they have the right to seek the counsel of their legal and/or labor representative.

LAST CHANCE AGREEMENT

SUBJECT: _____

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

WHEREAS, the _____ will conditionally reinstate _____ to the same position held at termination, provided the employee is found by medical examination to be capable of performing all the duties of the classification as have been previously established by _____ and subject to the following terms and conditions being met and maintained.

NOW, THEREFORE, it is agreed that:

1. The employee must sign a form releasing any and all information to Management as may be requested.
2. The employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. The employee must pass a medical examination administered by a medical facility designated by the City prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. The employee may be allowed to use sick time and non-duty disability benefits while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the City, the employee shall be returned to his/her former classification.

6. Once returned to duty, the employee will present himself/herself to the Department's approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given to him/her by the rehabilitation center for a period of not more than three (3) years. Dispatcher _____ agrees to sign appropriate forms releasing any and all information to the City as may be requested. Failure to follow the program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.
7. Once authorized to return to duty, Dispatcher _____ shall submit to controlled substance testing at the discretion of the City. If any such test shows a positive result for the presence of a controlled substance, Dispatcher _____ will be discharged from employment with the City of Sterling Heights, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. Dispatcher _____ will be credited with seniority, for promotional purposes, for time separated from the City between _____ and the date of return to duty. No other wage is due or owing, and Dispatcher _____ waives any claim thereto.
9. The Association shall withdraw with prejudice the grievance No. _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and Dispatcher from any and all claims relating thereto. Dispatcher _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance No. _____ including but not limited to the processing and arbitration of this grievance. Further, Dispatcher _____ release the City and the Association from all liability and claims he may have had or now has with respect to his employment, whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the Collective Bargaining Agreement between the City of Sterling Heights and the Police Dispatch Unit, Police Officers Association of Michigan.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement.


11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
12. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the City.

FOR THE CITY OF
STERLING HEIGHTS:



Steve M. Duchane
City Manager

FOR THE POLICE DISPATCH UNIT, POLICE
OFFICERS ASSOCIATION OF MICHIGAN:



Kenneth Grabowski
Business Agent

1-14-92

