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1/31/96

AGREEMENT BETWEEN
THE
CITY OF WYANDOTTE
A MICHIGAN MUNICIPAL CORPORATION

AND

POLICE OFFICERS LABOR COUNCIL
POLICE COMMAND OFFICERS
BARGAINING UNIT

FEBRUARY 1, 1993
THRU AND INCLUDING
JANUARY 31, 1996

Wyandotte, City of

INDEX

	<u>PAGE</u>
ARTICLE I - INTENT.....	1.
Section 1: Recognition.....	1.
Section 2: Management's Rights.....	1.
Section 3: Discrimination.....	1.
Section 4: Bargaining Unit Dues and Payroll Deductions.....	1.
Section 5: Agency Shop.....	2.
Section 6: Copy of Agreement.....	3.
ARTICLE II- GENERAL.....	3.
Section 1: Maintenance of Conditions.....	3.
Section 2:	3.
Section 3: Savings Clause.....	3.
ARTICLE III- DURATION.....	3.
Section 1: Terms of Agreement.....	3.
Section 2: Future Negotiations.....	3.
Section 3: Extension.....	3.
Section 4: Strike Prohibition	3.
ARTICLE IV- BARGAINING UNIT COMMITTEE.....	4.
Section 1:	4.
Section 2:	4.
Section 3:	4.
ARTICLE V - GRIEVANCES.....	4.
Section 1:	4.
Section 2: General.....	5.
ARTICLE VI- SENIORITY.....	5.
Section 1:	5.
Section 2:	5.
Section 3:	6.
Section 4:	6.
Section 5:	6.
Section 6:	6.
Section 7:	6.
Section 8:	6.
Section 9:	6.
Section 10:	6.
Section 11:	6.
ARTICLE VII- PROBATION AND PROMOTIONS.....	7.
Section 1: Probation.....	7.
Section 2: Promotions.....	7.
Section 3: Promotion Procedure.....	7. & 8.
ARTICLE VIII- LAYOFFS.....	8.
Section 1:	8.
Section 2:	9.
Section 3:	9.
Section 4:	9.
Section 5:	9.
Section 6:	9.
Section 7:	9.

INDEX

	<u>PAGE</u>
ARTICLE IX- PAY DATES.....	9.
Section 1:	9.
Section 2: Pay Advances	9.
ARTICLE X- HOURS OF EMPLOYMENT.....	9.
Section 1:	9.
Section 2:	10.
Section 3:	10.
Section 4: Shift Premium	10.
Section 5:	10.
ARTICLE XI- OVERTIME.....	10.
Section 1:	10.
Section 2: Duty Overtime.....	11.
Section 3: Call-In-Time.....	11.
Section 4: Platoon Short Overtime.....	11.
Section 5: Compensatory Time.....	12.
ARTICLE XII- LEAVES WITHOUT PAY.....	12.
Section 1:	12.
Section 2:	13.
ARTICLE XIII- SICK LEAVE.....	13.
Section 1:	13.
Section 2: Duty Disability.....	13.
Section 3: Regulations and Uses of Sick Leave.....	14.
Section 4: Maternity Leave.....	14.
Section 5: Paid Sick Leave.....	14.
ARTICLE XIV- VACATION LEAVE.....	15.
Section 1: Regulations Governing Vacation Leave.....	15.
Section 2: Bonus Vacation.....	16.
Section 3: Personal Leave Days.....	16.
ARTICLE XV - FUNERAL LEAVE.....	16.
Section 1:	16.
Section 2:	16.
ARTICLE XVI- LONGEVITY.....	17.
ARTICLE XVII- HOLIDAY PAY.....	17.
Section 1: Regulations	17.
Section 2: Payment	17.
ARTICLE XVIII- GUN ALLOWANCE.....	17.
Section 1:	17.
ARTICLE XIX- UNIFORM ALLOWANCE.....	18.
Section 1:	18.
ARTICLE XX- HEALTH INSURANCE.....	18.
Section 1:	18.
Section 2: Double Coverage	19.
Section 3:	19.
Section 4: Retiree Hospitalization Coverage.....	20.
Section 5A, 5B, 5C and 5D:.....	21.

INDEX

	<u>PAGE</u>
ARTICLE XXI- LIFE INSURANCE.....	22.
Section 1:	22.
Section 2:	22.
Section 3:	22.
Section 4:	22.
ARTICLE XXII- LONG TERM DISABILITY.....	22.
Section 1:	22.
Section 2:	22.
Section 3:	22.
Section 4A and 4B	23.
ARTICLE XXIII - MISCELLANEOUS WORKING CONDITIONS.....	23.
Section 1:	23.
Section 2:	23.
Section 3:	23.
Section 4:	23.
Section 5:	23.
Section 6:	24.
Section 7: Step-Up Pay.....	24.
Section 8: Indemnification.....	24.
Section 9:	24.
ARTICLE XXIV- HEALTH AND SAFETY.....	24.
Section 1:	24.
Section 2:	24.
Section 3:	24.
Section 4:	24.
ARTICLE XXV - MEMBERS RIGHTS.....	24.
Section 1:	24.
Section 2:	25.
Section 3:	25.
Section 4:	25.
Section 5:	25.
Section 6:	25.
Section 7:	25.
Section 8:	26.
Section 9:	26.
Section 10:	26.
Section 11:	26.
Section 12:	26.
ARTICLE XXVI - PENSION.....	26., 27. & 28.
ARTICLE XXVII- WAGE SCHEDULE.....	28.
ARTICLE XXVIII - ME TOO	28.
ARTICLE XXIX - DRUG TESTING	29.
Section 1: Purpose.....	29.
Section 2: Policy.....	29.
Section 3: Definitions.....	29.
Section 4: Procedures/Rules.....	30. - 36.
Section 5: Union Held Harmless.....	36.

INDEX

	<u>PAGE</u>
LAST CHANGE AGREEMENT.....	37. - 38.
EXECUTION.....	39.

ARTICLE I - INTENT

This agreement is made between the City of Wyandotte, hereinafter referred to as the "City", and the Police Officers Labor Council, representing Wyandotte Lodge 111 Command Officers Bargaining Unit, representing all full time Police Sergeants and Police Lieutenants of the Wyandotte Police Department for the purpose of achieving better understanding between both parties, and to provide for orderly adjustment of differences which may arise.

SECTION 1: RECOGNITION.

The Police Officers Labor Council, Wyandotte Command Officers Bargaining Unit is hereby recognized as exclusive bargaining agent for all police sergeants and lieutenants of the Wyandotte Police Department in all matters of wages, hours and conditions of employment.

The bargaining unit has the right to review department personnel rules and regulations. It is understood that rules and regulations will be in conformity with any law, ordinance and this contract.

SECTION 2: MANAGEMENT'S RIGHTS.

The management of the Police Department and the direction of the working forces and the right to hire, promote, assign, suspend, transfer, discipline and discharge for just cause, reinstate, the right to relieve employees from duty because of lack of work or other proper reasons, the right to schedule hours or require overtime work, and the right to establish rules pertaining to operations of the department, are vested exclusively in the Police and Fire Commission, and the Mayor and City Council of the City of Wyandotte, in accordance with the provisions of the laws of the State of Michigan, except as modified or abridged by this contract.

SECTION 3: DISCRIMINATION.

There shall be no discrimination toward employees by virtue of participation or non-participation in bargaining unit affairs.

SECTION 4: BARGAINING UNIT DUES AND PAYROLL DEDUCTIONS.

The following plan of voluntary dues deduction and service fees will continue in effect under this agreement.

The City agrees to deduct dues and service fees from the pay of employees who give written authorization to the City for such deduction, and to transmit dues and service fees collected to the Treasurer of the Police Officer Labor Council as this authorization is in effect and is not revoked by the employee and the Police Officers Labor Council Treasurer. Deductions will be made from twenty-four (24) pays per year. The Police Officers Labor Council assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Police Officer Labor Council.

SECTION 5: AGENCY SHOP.

Further reference to the Police Officers Labor Council in this article refers to both the local Lodge No. 111 and the Police Officers Labor Council.

A. All full time employees in the bargaining unit shall, on the thirtieth (30th) day following the beginning of their employment, as a condition of employment or of continued employment, pay to Police Officers Labor Council an amount as described in Section D (2) below.

B. In the event that an employee covered by Section 5 above does not join the Police Officers Labor Council or tender his/her service fee to the Police Officer Labor Council either directly or through a voluntary deduction authorization, as provided below, on the thirtieth (30th) day as required, such employee shall be discharged within thirty (30) days by the Police and Fire Commission provided the Police Officers Labor Council complied with the following:

1. Fulfilled its obligation by sending written notice to the employee that he/she has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice should be sent to the City Personnel Department.
2. Fulfillment of its responsibilities by sending written notice to the employee (copy to the City) that he/she has not fulfilled his/her obligations by the requisite date that a request for his/her termination was being made to the City Personnel Department.
3. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his/her obligations, that it is an official request of the Police Officers Labor Council and that the "Save Harmless" clause shall be put into effect.

C. If an employee has tendered directly to the Police Officers Labor Council his/her membership dues or the service fee or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under any circumstances, risk the loss of job because of lack of good standing in the Police Officers Labor Council. The Police Officers Labor Council cannot cause the discharge of an employee who has resigned from or has been expelled by the Police Officers Labor Council for any reason other than his/her failure to tender the dues or service charge to the Police Officers Labor Council, either directly or after revocation of his/her authorization.

D. Payroll deduction described in Section 4. The deductions permitted under the authorization shall be:

1. A Police Officers Labor Council Member: The regular and equal amount of the Police Officers Labor Council dues and fees per official written direction of the Police Officers Labor Council Treasurer.
2. Non-Members: Any amount equal to those membership dues necessary to service the contract, as provided by law.

E. The Police Officers Labor Council will protect and save harmless the City from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with these Sections 4 and 5 of Article I.

SECTION 6: COPY OF AGREEMENT.

Copies of this agreement will be provided to all members of the bargaining unit at the City's expense.

ARTICLE II - GENERAL

SECTION 1: MAINTENANCE OF CONDITIONS.

Wages, hours and conditions of employment legally in effect at the execution of this agreement shall, except as improved or changed herein, be maintained during the term of this agreement.

SECTION 2:

This agreement shall supersede any City Rules and Regulations which are inconsistent herewith. Insofar as any provision of this agreement shall conflict with any Ordinance or Resolution of the City, appropriate City amendatory or other action shall be taken to render such Ordinance or Resolution compatible with this agreement.

SECTION 3: SAVINGS CLAUSE.

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

ARTICLE III - DURATION

SECTION 1: TERMS OF AGREEMENT.

This agreement shall be effective as of February 1, 1993 and shall remain in force and effect to January 31, 1996.

SECTION 2: FUTURE NEGOTIATIONS.

Either party to this agreement may initiate in writing a request that negotiations be undertaken for a new agreement for a succeeding period provided that such negotiations may not begin more than ninety (90) days prior to expiration of the contract.

SECTION 3: EXTENSION.

In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract. Upon expiration of this agreement, either party may terminate the agreement upon thirty (30) days written notice. Upon the expiration of this thirty day period, either party may invoke binding arbitration under Act 312.

SECTION 4: STRIKE PROHIBITION.

The bargaining unit agrees not to engage in or sanction strike action as defined in Act 379, the Public Employment Relations Act.

ARTICLE IV - BARGAINING UNIT COMMITTEE

SECTION 1:

The Bargaining Unit Committee shall be selected from full time employees of the bargaining unit and the committee shall designate a chairman for the purpose of official communications related to this agreement or to negotiations inherent herein.

SECTION 2:

Up to two (2) members of the committee may be released from work at one time, without loss of pay and with department head approval, for the purpose of negotiating and shall be permitted reasonable access to City work areas in order to conduct bargaining unit business as related to this contract. Committee members may be released from work only if it does not cause an overtime situation.

SECTION 3:

Any department order desired by the bargaining unit shall be copied upon request.

ARTICLE V - GRIEVANCES

SECTION 1:

Should any differences, disputes or complaints arise as to the meaning, application, or interpretation of the provision of this agreement, including department rules and regulations, such differences shall be resolved in the following manner:

STEP 1: A grievance must be submitted in written form within ten (10) work days of the occurrence, or knowledge of its occurrence. After the written grievance is presented to the grievant's commanding officer, he/she shall have five (5) work days to present his/her written answer to the grievance committee.

STEP 2: If the grievance is not settled in Step 1, the grievance committee shall within five (5) work days of receiving the Step 1 answer, request a meeting with the Chief of Police or his/her designee. The Chief or his/her designee shall present a written answer to the grievance committee within seven (7) work days of the meeting.

STEP 3: If the grievance is not resolved in Step 2, the grievance committee may appeal the matter to the Police and Fire Commission within seven (7) work days of receiving the Step 2 answer. The Police and Fire Commission shall meet with the grievance committee and the grievant within fifteen (15) calendar days after receiving the request or at the next regularly scheduled Police and Fire Commission meeting. If the grievance is not resolved at this meeting, the Police and Fire Commission shall have seventeen (17) calendar days in which to submit a written answer to the grievance committee.

STEP 4: If a satisfactory settlement is not reached in Step 3 either party, the bargaining unit or the City, may within thirty (30) calendar days, demand arbitration.

A. Notice of intent to arbitrate the dispute shall be served upon either party.

B. The parties shall attempt to select an arbitrator on a voluntary basis.

C. If the parties cannot mutually agree to an arbitrator within ten (10) work days of the demand for arbitration, such selection shall be made in accordance with the rules, regulations and procedures of the Federal Mediation and Conciliation Service.

D. The decision of the arbitrator shall be final and binding on all parties.

E. The arbitrator may not add to, subtract from, change or amend any terms of this agreement; rather, he/she shall interpret and apply the same.

F. The expense of arbitration shall be shared by the parties.

SECTION 2: GENERAL.

A. Any dispute not appealed from one step to a higher step shall be considered settled.

B. If the City fails to answer in two (2) consecutive steps, the grievance shall be automatically granted.

C. Time limits may be extended by mutual agreement of the parties.

D. In discharge cases or a class grievance, those matters may be started in the procedure set forth in Step 3 above.

E. Parties may mutually agree to waive any steps in the grievance procedure.

F. For the purpose of this article, "work days" shall exclude Saturdays, Sundays and Holidays when City Hall is closed.

ARTICLE VI - SENIORITY

SECTION 1:

Subject to the provisions of Sections 4 through 10 of this Article providing for adjustment of seniority, seniority is hereby defined as length of continuous service with the Wyandotte Police Department as a sworn law enforcement officer.

Promoted employees shall be credited with seniority accrued in the promoted classification. Demoted employees may exercise their departmental seniority in the demoted classification. Any employee who is promoted, transferred or demoted out of the bargaining unit, but who continues as a sworn law enforcement officer with the Wyandotte Police Department, shall retain and continue to accumulate department seniority, which he/she may exercise in the event he/she is returned by the City to the unit. This shall apply to prior, as well as, future promotion, transfers and demotions.

SECTION 2:

Subject to the provisions of Sections 4 through 10 of this article providing for adjustment of seniority, continuous service shall mean employment without interruption or break, except interruptions or breaks that the rules and regulations and/or the City Council may consider as not affecting seniority. An employee who is discharged and whose discharge is subsequently reversed through the grievance procedure, shall not suffer a break in continuous service result of the discharge.

SECTION 3:

Where two (2) or more persons have established equal rank seniority, departmental seniority shall then prevail. If both departmental and rank seniority are equal, seniority shall be determined by position of the promotional list from which they were promoted.

SECTION 4:

Seniority shall only be counted during the first thirty (30) days of a leave of absence without pay for personal reasons or a suspension for cause. Seniority shall not be counted for anytime in excess of such thirty (30) days.

SECTION 5:

Time elapsed between periods of layoffs and reemployment shall be deducted from seniority.

SECTION 6:

Seniority of employees who have resigned or were discharged and subsequently rehired shall date from the time of reemployment.

SECTION 7:

Military leave as defined in the Veterans Preference Act shall not be considered an interruption in seniority.

SECTION 8:

Absence from work caused by on-the-job injury, compensated by Worker's Compensation, shall not be considered an interruption in seniority.

SECTION 9:

Authorized sick leave shall not be considered an interruption in seniority.

SECTION 10:

An employee shall not suffer a break in seniority for leave of absence as described in Article XV, Sections 1 and 2 (Funeral Leave).

SECTION 11:

Seniority shall terminate if an employee:

- A. Resigns or retires.
- B. Is discharged for just cause and it is not reversed.
- C. If he/she is laid off for a period equal to his/her seniority at the time of layoff or two years, whichever is the lesser.
- D. Fails to return to work at the termination of any leave, unless on the day he/she was to return from leave, the employee notifies the City of his/her inability to return and is able to establish that it was physically impossible to return to work.

ARTICLE VII - PROBATION & PROMOTIONS

SECTION 1: PROBATION.

The probationary period for promotion to Sergeant or Lieutenant shall be six (6) months. Probationary employees may, if it is determined by an appropriate hearing or, at the employee's option, without loss of any seniority, be returned to their former rank by the Police and Fire Commission during this period.

SECTION 2: PROMOTIONS.

Upon promotion, an employee shall be placed in the beginning pay of the class to which he/she is promoted. If the salary of the employee before promotion is higher than the beginning pay of the classification to which he/she is promoted, he/she shall be paid the rate of pay for the classification to which he/she is promoted which is immediately higher than his/her rate of pay prior to promotion.

SECTION 3: PROMOTION PROCEDURE.

The date for certification of promotion lists shall be November 1st of each odd year.

All promotions for members of the bargaining unit shall be on a competitive basis with the following factors:

1. Written examination - 25% The written examination shall be administered by an outside testing agency having demonstrated the ability to administer law enforcement testing.

Separate examinations will be prepared for the detective and uniform divisions. A list of sources of study material will be made available to all candidates. Written tests will be scored after all other promotional criteria are evaluated. The highest scoring candidate will receive the full 25%, those with lesser scores will receive a total of percentage points based upon and mathematically derived from their score as a percentage of the highest scorer.

2. Performance Evaluation - 25%. Evaluation shall be made by each candidate's immediate supervisor. Ratings will be made according to the following performance criteria with zero to ten points assigned to each. Total points will be mathematically divided by four (4) for a maximum possible 25 percentage points (25%).

Supervisory Ability: Effectiveness in managing and directing the efforts and activities of subordinates.

Public Relations: Ability to deal with all elements of the public in a professional manner.

Reliability: Ability to take and follow orders and complete assigned tasks in a timely manner.

Performance of Secondary Job Related Functions: Maintenance of department vehicles, equipment and property, training of personnel, performing crime prevention, school safety or other public relations programs.

Versatility: Ability to function in varied job situations and to perform unusual or demanding tasks.

Job Knowledge: Grasp of Department policies, procedure, rules and regulations, current orders and practices.

Legal Knowledge: Understanding of local, State, and Federal law, court procedure, and of administrative agencies of the State.

Decision Making Ability: Ability to make timely and proper decisions under all circumstances.

Education and Training: College credits or degrees, in-service training, specialized training in law enforcement related subjects.

Administrative Ability: Ability to recognize and solve problems, write effective, clear and concise reports and communication, make impartial evaluations, and process paperwork quickly and accurately. Possession of verbal communication skills.

3. Oral Examination - 25%. A maximum of 15 percentage points (15%) shall be awarded by the Police and Fire Commission based upon their oral examination of the candidate. A maximum of 10 percentage points (10%) shall be awarded by the department administration based upon their oral examination of the candidate.

4. Seniority - 25%. A maximum of 20 percentage points (20%) will be awarded for seniority in rank. Candidates with lesser seniority shall be awarded points mathematically determined based upon total calendar days in rank as a percentage of the most senior candidates days in rank.

EXAMPLE: Most senior candidate in rank = 1000 days...20%
Second senior candidate in rank = 750 days...15%
Third senior candidate in rank = 500 days...10%

A maximum of 5 percentage points (5%) will be awarded for departmental seniority. Candidates with lesser departmental seniority shall be awarded points mathematically determined based upon the total calendar days of seniority as a percentage of that of the most senior candidate.

EXAMPLE:
Candidate with most departmental seniority = 7000 days = 5%
Candidate with 2nd most departmental seniority = 5600 days = 4%
Candidate with 3rd most departmental seniority = 4200 days = 3%

All seniority points will be based upon the date of the written examination. For the purpose of this section only, should two (2) or more candidates possess equal seniority in rank or department or both, equal seniority points will be awarded and totaled as for the other candidates.

All promotions will be made from the list of qualified candidates, beginning with the candidate first on the list. Subsequent promotions will be made in the order in which the candidates placed on the list. Promotional list, once established, will remain in effect for two years.

ARTICLE VIII - LAYOFFS

SECTION 1:

"Layoff" is defined as a reduction of the working force.

SECTION 2:

Probationary employees within the affected classification shall be laid off first.

SECTION 3:

Layoffs and recalls shall be governed by seniority, Lieutenants and Sergeants in lieu of being laid off, may exercise their departmental seniority in any position where they have seniority rights. The employee who has the least seniority shall be the first to be laid off from the affected classification and the last to be recalled. Recalls shall be in the reverse order of layoffs.

SECTION 4:

The City retains the right to require a job-related medical examination before permitting the employee to return to work to comply with The American With Disabilities Act.

SECTION 5:

Employees on the seniority list when recalled to work shall be given five (5) calendar days advance notice in which to indicate in writing their desire to report to work. Recalls shall be made by certified mail.

SECTION 6:

If any employee fails to report within ten (10) calendar days after being notified, or fails to give a satisfactory explanation for not reporting, he/she will be considered as having voluntarily quit.

SECTION 7:

The City shall not fill a position through the promotion procedure until an employee is reinstated to the position from which he/she was laid off. This provision shall not prohibit the City from filling other positions through the promotion procedure.

ARTICLE IX - PAY DATES

SECTION 1:

Employees will be paid by check not later than sixty (60) hours after completion of the pay period, except for equipment breakdown and emergencies, as determined by the Finance Director. The Finance Director will notify the Treasurer of any such breakdown or emergency.

SECTION 2: PAY ADVANCES.

Notice must be given (in writing) to the Finance Department a minimum of two (2) weeks in advance of the payday which occurs in the vacation period. The Finance Department will notify the Treasurer's Office of said request.

ARTICLE X - HOURS OF EMPLOYMENT

SECTION 1:

The normal work schedule for employees shall be five (5) eight (8) hour work days for a total of forty (40) hours each week except in emergencies.

SECTION 2:

The work week is meant to be the average of forty (40) hours per week for work performed over a twenty-eight (28) day period, which commenced December 16, 1985.

SECTION 3:

This article shall not in any way be construed as a guarantee of pay or work.

SECTION 4: SHIFT PREMIUM.

When a command officer works the second shift, he/she shall be paid a shift premium of .15 cents per hour, for hours worked on such shift.

When a command officer works the third shift, he/she shall be paid a shift premium of .25 cents per hour for hours worked on such shift.

For purposes of this section, the second shift shall mean the shift originating at 3:00 P.M. and ending at 11:00 P.M.; and the third shift shall mean the shift originating at 11:00 P.M. and ending at 7:00 A.M.

The current special operations shift shall be paid on the same basis as the third shift.

SECTION 5:

Any changes in the current rotation of shifts, will be made by mutual agreement between the Union and City. As of 02/01/93 shifts are midnights (third shift), afternoons (second shift) and days (first shift). Shifts consist of a 28 day rotation using a four (4) platoon system.

ARTICLE XI - OVERTIME.

SECTION 1:

Subject to the provisions set forth in this article, employees shall be paid overtime at the rate of one and one-half times the hourly rate in the following situations:

A. For time of seven and one-half minutes or more worked in excess of eight (8) hours in a day which is attached to either end of an employee's tour of duty. (except for Article XXIII Section 3)

1. Such overtime is to be computed to the nearest quarter (1/4) hour.

B. For time spent attending staff meetings, training sessions or hearings on duty-related matters in District Court 27-1 and internal disciplinary hearings, not attached to either end of an employee's tour of duty, with a minimum of two (2) hours guarantee at the overtime rate.

1. If attached to the end of any employee's tour of duty, such overtime will be paid according to actual time worked as in Section 1(A).

C. For time spent attending hearings on duty-related matters, except for time spent in District Court 27-1 or internal disciplinary hearings, not attached to either end of an employee's tour of duty, with a minimum of four (4) hours guarantee at the overtime rate.

1. If attached to the end of any employee's tour of duty, such overtime will be paid according to actual time worked as in Section 1(A).

SECTION 2: DUTY OVERTIME (SCHEDULED SHIFT).

Same as in Section 1 (A).

SECTION 3: CALL-IN-TIME (UNSCHEDULED SHIFT).

Except as provided in section 4 of this article (Platoon Short Overtime) and subject to the provisions herein, when an employee is called in and reports to work outside of his/her regularly scheduled duty hours, unless notified in advance of a schedule change, he/she shall be paid call-in time for a minimum of four (4) hours at the rate of time and one-half (1/2). Employees shall be paid at this overtime rate for all such call-in time worked provided these hours are not contiguous to their regularly scheduled tour of duty. For purposes of this section, "In Advance" means twenty-four (24) hours prior to the time the employee is normally to report for duty, except in emergencies.

SECTION 4: PLATOON SHORT OVERTIME.

A minimum of one uniform platoon supervisor will be assigned to each platoon as the Officer in Charge. In the event that the regularly assigned supervisors are absent from a tour of duty, the over time work will be assigned or awarded in the following sequence and in accordance with seniority:

1. Those on leave on the date and from the affected platoon.
2. Those on leave on the date and from other platoons, on a rank for rank basis if possible.
3. Those working the immediately preceding contiguous tour of duty, rank for rank if possible.
4. Those working the immediately following contiguous tour of duty, rank for rank if possible.
5. Those as in 3 and 4 above who agree to work 4 hours each.

No Detective Bureau, Traffic Division, Special Operations, or other non-platoon Sergeant or Lieutenant shall be required to perform double duty, i.e., simultaneously perform supervisory duty as the officer in charge as well as their regularly scheduled assignments, except for emergency or exigent circumstances, periods of lunch relief, or other similar absences of short duration, not more than one full tour of duty.

For vacancies or less than the full tour of duty, those working a tour of duty as described in 3 and 4 above will be offered the overtime FIRST, depending on which tour would be contiguous to the vacancy, i.e., the preceding (3), or the following (4). If no volunteers are obtained, steps one (1) and two (2) as above, will be followed in that order.

In the event that no volunteers from the regular uniform platoons can be obtained to fill overtime vacancies a uniform Sergeant or Lieutenant assigned to special operations traffic or any other uniform assignment, may be offered the overtime provided that such overtime does not overlap his/her scheduled tour of duty. Such overtime will be awarded by seniority and first to those on leave, next to those with work hours most closely preceding the vacancy. Rank for rank is to be followed if possible.

In the event that an overtime assignment for platoon short overtime is not filled voluntarily, MANDATORY OVERTIME will be assigned in the following sequence and by inverse seniority:

1. For shortages of eight (8) hours, a supervisor from the contiguous tour of duty preceding the shortage shall work four (4) hours, and a supervisor from the following contiguous tour of duty shall work four (4) hours.
2. For mandatory overtime of less than eight (8) hours in duration, the uniform supervisor working the tour of duty most contiguous to the beginning or end of the vacancy shall fill the assignment.

SECTION 5: COMPENSATORY TIME.

A police officer may accumulate up to sixty (60) straight time hours as compensatory overtime in lieu of overtime compensation (40 hours at time and one-half) provided:

1. The employee can take the compensatory time with approval of the supervisor.
2. Compensatory time taken shall not cause any overtime to be worked.
3. The employee must notify his/her supervisor prior to working the overtime if he/she wants to be paid for or wants to accumulate compensatory overtime

For accumulation purposes, an officer cannot split hours to be worked, unless the hours to be accumulated, when added to other accumulated hours, will surpass sixty (60) straight time hours, in which event the employee may designate hours to be accumulated up to the sixty (60) hour maximum and shall be paid the balance in excess of sixty (60) hours.

4. If the employee has not taken accumulated compensatory time as of the ending date of each contract year (e.g., under the 1987-90 contract, January 31 of each year), the City shall pay the compensatory time as of that date. This payment will be made by the second Friday in February each year and shall be based on the rate of pay in effect when the compensatory time was earned.

ARTICLE XII - LEAVES WITHOUT PAY

SECTION 1:

Employees who have completed the probationary period may be granted a leave of absence for four (4) or more days without compensation upon the recommendation of the appointing authority and the approval of the City Council for reasons which would be sufficient to justify the granting of such leave, among which would be:

- A. Induction or enlistment in the armed forces;
- B. Physical or mental disability;
- C. Appointment to a position in the unclassified service for the full period of such appointment; or
- D. For the purpose of continued education in a related field to his/her employment

SECTION 2:

An employee who takes an unpaid leave of absence under the provisions of the Family and Medical Leave Act must first utilize his/her accrued paid leave time, which shall be counted as part of the maximum leave of absence period granted to the employee. As an example, an employee who has two weeks of accrued paid leave shall use that leave before using up to ten weeks of unpaid leave under the Family and Medical Leave Act.

ARTICLE XIII - SICK LEAVE

SECTION 1:

All members of the bargaining unit shall be granted sick leave on the basis of one work day for each completed month of service with unlimited accumulation permitted.

SECTION 2: DUTY DISABILITY.

- A. Duty sick leave shall mean leave required as a result of the employee incurring a compensable illness or injury covered by the Michigan Workers' Compensation Act, while in the employ of the City.
- B. When an employee goes on duty sick leave, he/she shall receive full wages and benefits from the City, including Workers' Compensation Act benefits. The City will pay the difference, if any, between all such payments and the employee's duty sick leave, not to exceed 100 working days from the date of each injury or illness. A reinjury or illness will start a new one hundred (100) working day period.
- C. When all such time is exhausted, the City shall carry the employee at his/her full salary, or wage for a period not to exceed one year and the City Council shall, at that time, in conjunction with the City Physician and the department head, review such disability case. Disability cases considered as likely to be permanent may be referred to the retirement commission for consideration and appropriate action.
- D. In cases of dispute between the employee's physician and the City physician, the City and the Police Officers Labor Council will select a third physician for final determination.
- E. The City, when determined by the City physician, will assign light duty work to employees injured while on duty during the course of employment as defined by Section 2A. In cases of dispute between the City physician and the employee's physician, the City and the Police Officers Labor Council will select a third physician for final determination. Employees assigned to light duty will not be required to perform duties normally that are the responsibility of the OIC (i.e.: check prisoners/cells: book prisoner, etc.) Employees will not be assigned to work outside the station.

F. If the disability is not considered permanent, the employee will be placed on a non-paid leave of absence, exclusive of Workers' Compensation benefits. Health Insurance will be continued for period of twelve (12) weeks following the month in which the leave of absence began. Life Insurance coverage will be continued for six (6) months following the month in which the leave of absence began and be referred to the insurance company for consideration of waiver of premium.

SECTION 3: REGULATIONS AND USES OF SICK LEAVE.

A. In addition to absence because of personal illness, sick leave may be used where the employee is quarantined because of exposure to contagious diseases that may endanger the health of others.

B. Sick leave may be granted for absence because of illness in the employee's immediate family where the employee must provide personal care and attention. The immediate family includes parents, grandparents, children, brothers, sisters, and spouse of the employee and any other persons who are normally members of the employee's household. Such leave shall not exceed five (5) work days in any one calendar year and extensions beyond the above shall be submitted for approval to the City.

C. All accumulated or unused sick leave shall be credited to any employee recalled from a layoff, or returning from an authorized leave of absence.

D. Sick leave shall accumulate from the date of employment and may be taken by the employee after the completion of six (6) months of satisfactory service.

E. An employee on sick leave shall notify his/her immediate superior at least one hour prior to his/her tour of duty on the first day of illness and at least two hours prior to his/her tour of duty each day thereafter for a continuing illness. If the illness is of a serious type and the employee is off for more than five (5) days then he/she need not call each day.

F. The employee may be required by his/her department supervisor to produce a medical certificate by his/her physician explaining the reason for his/her absence during the time for which such leave is granted, and further, the appointing authority shall instruct the employee who has been absent for five (5) or more consecutive workdays to be re-examined by the City Physician who shall determine whether or not the employee is able to return to full duty, limited duty or not able to return to work.

SECTION 4: MATERNITY LEAVE.

The City shall comply with State and Federal laws as to pregnancy disability and family leave for employees.

SECTION 5: PAID SICK LEAVE.

A. When an employee leaves the service of the City through retirement or death, he/she shall receive payment for one-half (1/2) of accumulated sick leave time at a rate per hour determined by his/her last annual rate divided by two thousand eighty (2080) hours.

B. Prior to 01/31/94, the maximum sick leave accumulation for purposes of this section is one hundred seventy-eight (178) days. The method of computation shall be as follows:

Last annual rate equals hourly rate 2080 hours.
Hourly rate x hours x 1/2 of accumulated sick days.
(Not to exceed eighty-nine (89) paid days).

C. Buy back of accumulated sick or vacation leave as of 01/31/94.

The City will buy back accumulated sick or vacation time as of the 01/31/94 pay rate.

A. A combination of sick and vacation time, up to eighty-nine (89) days at the employees 01/31/94 rate of pay.

B. After 02/01/94 the maximum sick leave accumulation for purposes of this section is ninety (90) days. The method of computation shall be as follows:

Last annual rate equals hourly rate 2080 hours.
Hourly rate x hours x 1/2 of accumulated sick days.
(Not to exceed forty-five (45) paid days).

ARTICLE XIV - VACATION LEAVE

All law enforcement personnel shall accumulate vacation leave as follows:

Start through 2 Years	1/2 Days/Month	16 Days
3 Years through 9 Years	1 2/3 Days/Month	20 Days
10 Years through 14 Years	2 Days/Month	24 Days
15 Years through 19 Years	2 1/6 Days/Month	26 Days
20 Years and over	2 1/3 Days/Month	28 Days

SECTION 1: REGULATIONS GOVERNING VACATION LEAVES.

A. Vacation shall accumulate from the date of employment and may be allowed by the appointing authority after the completion of six (6) months of satisfactory service.

B. Any full time employee may accumulate with approval in writing of the appointing authority up to forty (40) days vacation leave.

C. Employees may, subject to the prior approval of the appointing authority, take any amount of their earned vacation leave at any time during the calendar year.

D. Any employee transferred from one department to another shall carry accumulated vacation leave to such other units.

E. Vacation leave must be earned before it is taken.

F. On separation from the City Service, employees shall be paid for unused vacation leave up to a maximum of forty (40) days.

G. Vacation schedules shall be subject to the appointing authority's approval.

H. More than one member at a time shall be eligible to be on vacation leave off each platoon as long as it does not create an overtime situation.

I. Leave Days contiguous to a vacation period are considered part of the vacation period.

SECTION 2: BONUS VACATION.

Employees shall be eligible for bonus vacation days based on their prior calendar year sick time experience.

0 sick days used, 6 vacation bonus days.
1 sick day used, 5 vacation bonus days.
2 sick days used, 4 vacation bonus days.
3 sick days used, 3 vacation bonus days.
4 sick days used, 2 vacation bonus days.
5 sick days used, 1 vacation bonus days.
6 sick days used, 0 vacation bonus days.

SECTION 3: PERSONAL LEAVE DAYS.

Three (3) personal leave days may be taken per year at the discretion of the administration of the department. Personal leave shall be granted provided that no overtime results from this action. Personal leave days will not be chargeable to the employee's sick leave or vacation leave. Personal leave days run from October 1 to September 30 of each year.

ARTICLE XV - FUNERAL LEAVE

SECTION 1:

Time off with pay shall be allowed an employee because of death in the immediate family as defined below for up to a maximum of three (3) work days subject to the following:

- A. Such time off must be taken during the period of the date of death and the day after the funeral, and
- B. Shall be only for actual work time lost due to the preparation for and attendance at the funeral. The immediate family includes parents, step-parents, grandparents, children, brothers, sisters, step-brother, step-sister of the employee and spouses family, as described above, and any other persons who are normally members of the employee's household.

"Step-parent" shall mean a person who has either legally adopted the employee or his/her spouse or a person who is:

- A. The spouse of the employee's or employee's spouse's parent due to a marriage subsequent to that of which the employee or his/her spouse is the offspring, and
- B. Who has provided financial support for such employee or his/her spouse.

SECTION 2:

Leave requests beyond the above provision shall be requested through the appointing authority.

ARTICLE XVI - LONGEVITY

In addition to their salary employees shall receive longevity pay as follows:

6-15 years	\$20.00 per year
16 - 20 years	\$25.00 per year
21 years and above	\$30.00 per year, with a maximum benefit of \$900.00 per/year

Longevity pay shall be paid the first pay period after the anniversary date of employment, provided that, to be first eligible for longevity pay, an employee shall have served at least six (6) years of continuous service.

Employees who are separated from service for any reason, except death or retirement, shall forfeit all longevity rights.

Longevity payments are subject to all payroll deductions as may be required by law.

ARTICLE XVII - HOLIDAY PAY

SECTION 1: REGULATIONS.

When an employee commences employment, holiday pay shall be computed and prepaid to him. When an employee is separated from the department for any reason, holiday pay shall be prorated and the prepaid unearned amount deducted from his/her severance pay.

Holiday pay (lump sum) shall be paid the first full pay period in November.

SECTION 2: PAYMENT.

Holiday pay shall be paid:	October 1993	6.40% of base pay
	October 1994	6.45% of base pay
	October 1995	6.50% of base pay

ARTICLE XVIII - GUN ALLOWANCE

SECTION 1:

An annual gun allowance of three hundred sixty-five (\$365.00) dollars will be postpaid as follows:

One hundred eighty-two and 50/100 (\$182.50) dollars on or before the 1st Friday of October in the new fiscal year.

One hundred eighty-two and 50/100 (\$182.50) dollars on or before the 1st Friday of April each year.

The above payment is made with the understanding that all law enforcement personnel shall be required to carry a side arm (hand gun) while off duty, except on sick or vacation leave.

An employee's postpaid fringe is prorated when an employee comes into service and is also prorated when an employee terminates service.

ARTICLE XIX - UNIFORM ALLOWANCE

SECTION 1:

An annual uniform allowance as described below will be paid as follows:

- A. Detective Lieutenant and Detective Sergeant:
 - 1993 \$700.00/per year
 - 1994 \$750.00/per year
 - 1995 \$800.00/per year
- B. Remaining law enforcement personnel:
 - 1993 \$650.00/per year
 - 1994 \$700.00/per year
 - 1995 \$750.00/per year

The above payment shall be made in equal amounts on or before the 1st Friday of October in the new fiscal year and on or before the 1st Friday of April.

When an employee is separated from the department for any reason, the uniform allowance shall be prorated and the paid unearned amount deducted from his/her severance pay.

ARTICLE XX - HEALTH INSURANCE

SECTION 1:

Effective October 1, 1993 the City will provide the following group health insurance for each employee, spouse, and dependents under the age of nineteen (19) years of age and will pay one hundred (100%) percent of the premiums for such insurance during the term of this agreement.

- A. BC/BS- PPO
 - Trust 15 Plus 15
 - Comp. Semi, D45NM
 - MVF-1, SAT2, SOPTE
 - GLE1, FAERC
- B. Master Medical 1 80/20 co-pay - \$100/\$200 deductible
 - Excluding Drugs, POV
- C. Prescription Drugs \$5.00 MAC, ADPBP
- D. Vision Series VCA-80 with Rider FLVS
- E. Group Dental Care
 - Class I - 100%
 - Class II - 80%
 - Class III - 50%
 - \$1,000.00 per year for Classes I, II, and III
 - Class IV - Orthodontics Service 50% life time limitation \$1000.00

F. The City will pay 25% of the "F" Rider in 1993 dollars, for eligible members' children between the age of nineteen (19) until twenty-five (25). The City shall notify the union, upon execution of this agreement, of the cost of the "F" Rider as of July 1, 1993.

OPTIONAL COVERAGE

At the option of the employee, the following coverage under Section 2 and 3 is made available in lieu of the above coverage described in Section 1:

SECTION 2: DOUBLE COVERAGE

A. An employee shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.

B. An employee will be required to sign a "Statement of Non-Double Coverage" to become eligible for any insurance coverage provided by the City; if an employee is covered by his/her spouse's health insurance coverage, the employee may receive dental and vision coverage as provided in Section 3B and 3C; the insurance provided in Section 4 shall be available for any person who retires from the City.

C. Effective October 1, 1993 if an employee is covered by his/her spouse's health insurance and not covered under the City's insurance contract, then the employee shall receive a post paid allowance in the amount of \$125.00 for each month that said employee is not covered under the City's health insurance contract. Payment of this allowance shall be made quarterly in April, July, October and January of each year.

Should the employee's coverage under his/her spouse be terminated the employee, upon notification to the City, will be immediately placed upon the City health care coverage and the \$125.00 paid allowance will be discontinued.

D. Conversion of coverage from or to the insurance plan described in Section 3, or original coverage described above, will only be allowed during the annual re-opening period except for the initial conversion to the plan in Section 3.

SECTION 3:

The City will provide the following group health insurance for each employee, spouse and dependent under the age of nineteen (19) years of age and will pay one hundred (100%) percent of the premiums for such insurance during the term of this agreement.

A. HOSPITALIZATION: Blue Care Network Plan #21101. (HMO)

B. GROUP DENTAL CARE:

Class I - 100%

Class II - 80%

Class III - 50%

\$1,000.00 per year for Classes I, II, and III

Class IV - Orthodontics Service 50% life time limitation

\$1000.00

C. Vision Series VCA-80 with Rider FLVS

D. The City will pay 25% of the "F" Rider in 1993 dollars, for eligible members' children between the age of nineteen (19) until twenty-five (25). The City shall notify the union, upon execution of this agreement, of the cost of the "F" Rider as of July 1, 1993.

SECTION 4 - RETIREE HOSPITALIZATION COVERAGE.

At the employee's option, the employee may select one of the following coverages when applying for retirement benefits:

OPTION I

1. The City will provide the following group health insurance for each retired employee and will pay one hundred percent (100%) of the premiums for such insurance provided that:

A. An employee shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.

B. An employee will be required to sign a "Statement of Non-Double Coverage" to become eligible for the insurance coverage provided by the City.

C. If an employee is covered by his/her spouse's health insurance and not covered under the City's insurance contract, then the employee shall receive a post paid allowance in the amount of \$100.00 for each month that said employee is not covered under the City's health insurance contract. Payment of this allowance shall be made quarterly in April, July, October and January of each year.

Should the employee's coverage under his/her spouse be terminated the employee, upon notification to the City, will be immediately placed upon the City's Health Care Coverage and the \$100.00 paid allowance will be discontinued.

2. Said coverage will be Blue Cross/Blue Shield MVF-1, Semi-Private Coverage, with a Coordination of Benefits provision, First Aid Emergency Rider (FAE) and Master Medical Option 1. This coverage will include the retiree, spouse and any dependent children under the age of nineteen (19) and will continue as long as retirement benefit payments are being made to the retiree or spouse. This coverage will also be continued as Blue Cross/Blue Shield Medicare Complementary coverage when the retiree or spouse become eligible for Medicare, as long as retirement benefit payments are being made. The provisions of Section 1(C) above will not apply when the employee becomes eligible for Medicare.

OPTION II

1. The City will provide the following group health insurance for each retired employee and will pay one hundred percent (100%) of the premiums for such insurance provided that:

A. An employee shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.

B. An employee will be required to sign a "Statement of Non-Double Coverage" to become eligible for the insurance coverage provided by the City.

C. If an employee is covered by his/her spouse's health insurance and not covered under the City's insurance contract, then the employee shall receive a post paid allowance in the amount of \$100.00 for each month that said employee is not covered under the City's health insurance contract. Payment of this allowance shall be made quarterly in April, July, October and January of each year.

Should the employee's coverage under his/her spouse be terminated, the employee, upon notification to the City, will be immediately placed upon the City's Health Care Coverage and the \$100.00 paid allowance will be discontinued.

2. Said coverage will be Blue Cross/Blue Shield MVF-1, Semi-Private Coverage, with a Coordination of Benefits provision, First Aid Emergency Rider (FAE), Master Medical Option 5, and a \$5.00 Co-Pay Drug Rider. This coverage will include the retiree, spouse and any dependent children under the age of nineteen (19) and will continue as long as retirement benefit payments are being made to the retiree or spouse. This coverage will also be continued as Blue Cross/Blue Shield Medicare Complementary coverage when the retiree or spouse become eligible for Medicare, as long as retirement benefit payments are being made. The provisions of Section 1(C) above will not apply when the employee becomes eligible for Medicare.

The above retirement insurance options are applicable to employees retiring after February 1, 1990.

The following provisions apply to all of the above:

The insurance coverage provided in this section shall be effective for an employee commencing with his/her first date of actual work for the City except as noted in Section 4.

SECTION 5:

The City retains the right on all health insurance to provide equal coverage either through self-insurance or a carrier different than Blue Cross/Blue Shield.

SECTION 5B:

In the event of a voluntary or involuntary termination or in the event of a layoff or a personal leave of absence, the City's obligation to pay premiums for the insurance specified in this article shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leaves of absence occurs.

SECTION 5C:

In the event of a paid sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this article for any month for which an employee receives actual compensation from the City.

SECTION 5D:

The employee is responsible for notifying in writing the Personnel office within thirty (30) days of any change in the number of his/her dependents. Costs incurred by the City for failure to notify may require reimbursement by the employee if no valid reason exists for failure to provide such notice.

ARTICLE XXI - LIFE INSURANCE

SECTION 1:

The City will provide and bear the cost of life insurance for regular classified employees in the amount of \$30,000, with \$30,000.00 AD&D.

SECTION 2:

Upon retirement, under the City pension system, this policy will be continued at City expense but will be reduced to the value of Five Thousand (\$5,000.00) Dollars.

SECTION 3:

In the event of a voluntary or involuntary termination or in the event of a layoff or a personal leave of absence, the City's obligation to pay premiums for the insurance specified in this article shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leave of absence occurs.

SECTION 4:

In the event of a sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this article for any month for which an employee received actual compensation from the City.

ARTICLE XXII - LONG TERM DISABILITY

SECTION 1:

The City will provide and bear the cost of Long Term Disability Insurance for regular classified employees.

SECTION 2:

Benefit Amount: 50% of base salary to age 65
\$70,000.00 maximum annual covered salary
90 Day Waiting Period

Standard Benefits: Standard two year nervous and mental benefits
\$50.00 minimum monthly benefit
Full maternity
Full family integration
Recurrent disability benefits
Cumulative Elimination Period
24 month own occupation definition of disability

SECTION 3:

A regular employee may purchase additional LTD coverage through payroll deduction on the following:

60% of base salary or
70% of base salary or (maximum allowed by Insurance Carrier)
The cost to the employee will be based on the carrier's cost difference from 50% of base to 60% or 70% of base, respectively.

SECTION 4:

In the event of a voluntary or involuntary termination or in the event of a layoff or a personal leave of absence, the City's obligation to pay premiums for the insurance specified in this article shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leave of absence occurs.

SECTION 4B:

In the event of a paid sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this article for any month for which an employee receives actual compensation from the City.

ARTICLE XXIII - MISCELLANEOUS WORKING CONDITIONS

SECTION 1:

Members shall be allowed to exchange shifts and days off with the approval of a ranking officer. A person who has exchanged a shift or day off shall be offered overtime on such day only after all other employees entitled to work the overtime have refused it or the City has been unable to contact them.

SECTION 2:

Any member, directed to attend training sessions of schools, shall be considered an Administrative day of training or education, etc. and may be a nine (9) hour days at straight time wages. Hours worked beyond nine (9) hours shall be paid at overtime rates. The City shall pay all tuition and if the employee is directed to live away from home, the City shall also pay the housing and food expense as determined by the Chief. Upon completion of accredited college courses a permanent record of same shall be placed in the member's service file.

SECTION 3:

The City shall pay up to \$300.00 annually for tuition and all required books for members of this bargaining unit who take Police related curriculum pertaining to courses offered in local schools and colleges. Reimbursement for tuition and required books shall be made to anyone where a passing grade is attained, provided prior approval to attend has been received from the Police and Fire Commission, and is so budgeted.

SECTION 4:

If the employee is directed to live away from home, the City shall also pay the housing and food expense as determined by the Chief. Upon completion of accredited college courses a permanent record of same shall be placed in the member's service file.

SECTION 5:

Members shall be reimbursed when parking expenses are incurred in connection with official police duties when parking facilities are not provided.

SECTION 6:

If a member is directed to use his/her privately owned vehicle for any authorized purpose, he/she shall be compensated for mileage at the rate prevailing under the current mileage reimbursement policy of the City.

SECTION 7: STEP-UP PAY.

Step-up pay will be paid non-retroactively commencing with the 11th consecutive calendar day for vacation relief (including leave days contiguous to vacation). For all other purposes, step-up pay will only be paid commencing with the 8th consecutive calendar day, retroactive to the first day.

SECTION 8: INDEMNIFICATION

The City will continue to provide legal counsel and indemnify officers as a result of lawsuits covered by the municipal liability coverage in effect at the time the incident occurred. Further, a copy of said insurance policy shall be furnished to the Union. Further, the City shall agree to pay any claims, suits, or judgements which may arise out of such actions.

SECTION 9:

Any reference in this agreement to a masculine gender (i.e., "he" or "his") shall mean both male and female employees.

ARTICLE XXIV - HEALTH & SAFETY

SECTION 1:

The City shall maintain police vehicles in proper appearance and safe mechanical condition. If an officer believes that the equipment is unsafe, he/she shall immediately report same to his/her commanding officer.

SECTION 2:

Safety screens may be installed between the front and rear seat area of all marked cars.

SECTION 3:

Shotgun mounts will be located in the front seat area of all marked cars when possible.

SECTION 4:

Shotguns will be provided for all marked cars. Shotguns will be loaded with four (4) shells in magazine, none in the chamber when not in use. Shotguns will be loaded and unloaded out of doors.

ARTICLE XXV - MEMBERS' RIGHTS

SECTION 1:

Any member who is accused of violating any criminal law, City, State or Federal shall be entitled to his/her full-rights under the State and Federal constitutions without being disciplined for exercising such rights unless specifically executed in this agreement.

SECTION 2:

After a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his/her part, he/she shall have twenty-four (24) hours from the time of the order in which to comply. An extension of this time limit may be extended by mutual agreement.

SECTION 3:

If any member is ordered to make an oral statement, he/she shall comply (subject to the receipt of Miranda or Garrity warnings, where applicable) and shall be given a reasonable time to act in accordance with such rights.

SECTION 4:

A member shall have the right to have counsel present at any disciplinary proceeding where testimony is given, to have counsel cross examine all witnesses against the member.

SECTION 5:

An association representative, counsel, or both shall have the right to be present to all disciplinary hearings at the request of the member and shall further have the right to be present during all administrative and investigatory proceedings when the investigated officer must be present.

SECTION 6:

Whenever a member of the bargaining unit is under investigation, or subject to interrogation for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

- A. The interrogation of any police officer member shall be at a reasonable hour, preferable when the member is on duty, and during daylight hours unless the exigencies of the investigation dictate otherwise. A member's tour may be changed without penalty in order to comply with this paragraph.
- B. The interrogation shall take place at a location designated by the investigating officer and shall take place at the police station.
- C. The member of the department shall be informed of the rank, name and command of the officer in charge of the investigation, and the identity of all persons present during the interrogation.
- D. The member of the department shall be informed of the nature of the investigation before the interrogation commences. Sufficient information to reasonably apprise the member of the allegation should be provided, if it is known that a member of the department being interrogated is a witness only, he/she should be so notified.

SECTION 7:

The representative present during this interrogation may not participate in the interrogation except to counsel the member. In such case, the interrogation may be postponed for the purpose of obtaining the Police Officers Labor Council representative or counsel up to 1:00 p.m. of the day following the notification of interrogation or other mutually agreed upon time (excluding Saturday, Sunday and Holidays).

SECTION 8:

The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

SECTION 9:

The member shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his/her conduct can become the subject of disciplinary actions resulting in disciplinary punishment.

- A. After being given his/her Garrity warnings, the refusal by a member of the department to answer pertinent questions concerning any noncriminal matter may result in disciplinary action.
- B. The procedural requirements spelled out are not applicable in circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of members.

SECTION 10:

The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "Off-The-Record" questioning or remarks. All recesses called during the questioning shall be noted in the record. The requirement to record may be waived by mutual consent. The member shall be given access to any records of the interrogation.

SECTION 11:

No member of the bargaining unit shall be required to subject himself to a polygraph examination unless in accordance with Act. No. 44 of the Public Acts of 1982, effective March 30, 1983, as amended.

SECTION 12:

In the event the bargaining unit representative concludes that a member was unjustly disciplined or dismissed, it may, within ten (10) calendar days after receipt of the judgment, appeal said judgement through the grievance procedure - Step IV (Arbitration).

ARTICLE XXVI - PENSION

It is mutually agreed that pension benefits is a recognized subject of bargaining.

The pension ordinance, amended, is hereby adopted by reference and made part of this contract.

Persons who leave the City's employ and are eligible for a deferred pension benefit will not be eligible for the accumulated sick leave payment provided in Article XIII, or paid up life insurance provided in Article XXI, or hospital insurance provided in Article XX, or any other benefit which is provided for persons upon "Retirement" or "Death" as provided in this agreement. Under this agreement, such benefits are available only to persons who die or retire either under the voluntary, normal, mandatory or disability retirement provided in the retirement ordinance.

Negotiated changes will become effective when mutually agreed to and will, in due course, be included in the pension ordinance when wording prepared by the Department of Legal Affairs is approved by City Council.

The City's Pension Ordinance shall be modified to provide that Command officers bargaining unit employees who die or retire from employment while in the unit shall be eligible to receive a credited service bonus for pension purposes as follows:

Prior to 01/31/94 Unused sick days (at time of death or retirement) in excess of eighty-nine (89) days shall be divided by twenty-one (21), and the answer will represent the number of bonus credited service months; provided that only full months shall be counted as credited service.

Effective February 1, 1994, unused sick days (at time of death or retirement) in excess of forty-five (45) days shall be divided by twenty-one (21), and the answer will represent the number of bonus credited service months; provided that only full months shall be counted as credited service.

Effective February 1, 1990, PENSION CHANGES:

1. Requests for disability retirement must meet eligibility requirements of the retirement system ordinance. In cases of dispute between the employees attending physician and the retirement system's medical director, the City and Union will select a third physician for final review and determination.

The City reserves the right to waive, maintain or alter the requirements of Section 2-224, Disability Eligibility Requires; Section 2-225, Disability Retirement Allowance; and Section 2-226, Re-examination of Disability Retirees of the Retirement System Ordinance. In no event will the pension benefits payable be less than the normal calculation of benefits for the applicable service credit.

2. The City reserves the right to offer to employees an early retirement and waive, maintain or alter the provisions of Section 2-206 Definitions; Section 2-209, Credit Service Computations; and Section 2-214, Police and Fire Member Retirement Allowance of the Retirement System Ordinance.

3. The City agrees to allow retirement on a voluntary basis at twenty-five (25) years of credited service without regard to age, or age fifty-five (55) with ten (10) or more years of credited service.

4. The City proposes to become a reciprocal Community under Act 88, Public Acts of 1961, as amended, The Reciprocal Retirement Act.

5. The City offers a pension provision typically called the "Pop-up Provision" This provision allows for the pension benefit under options 2 or 3 to "pop-up" to the straight life benefit in the event of the death of, or divorce from the beneficiary.

6. The City proposes to amend the definition of final average compensation as follows:

For Police Members "Final Average Compensation" means the best twelve (12) consecutive months of compensation, as defined by ordinance, and shall also include holiday pay for the three hundred sixty-five (365) day period preceding the effective date of retirement, effective October 5, 1981, and to include the best single year of longevity pay. Notwithstanding, anything herein to the contrary, effective February 1, 1990. for Police Members, final average compensation (except in the case of deferred retirement, a member's resignation or a members discharge) shall also include a members accrued vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick leave amounts shall in no event increase a member's final average compensation more than twenty-five (25) per cent.

7. In no event shall benefits set forth in the pension ordinance be lessened or reduced as a result or waiving, maintaining or altering any provisions, thereof.

ARTICLE XXVII - WAGE SCHEDULE

Each member upon execution of this agreement shall receive a signing bonus in the amount of \$500.00 less applicable Federal and State taxes.

If the patrol bargaining unit receives a pay increase in base wages between 02/01/93-01/30/94, the Command Unit will receive retroactive compensation based upon the rank differentials established in this article. Such retroactive compensation shall be made in a lump-sum payment at the beginning of the second year of this contract.

The following will be incorporated into the wage schedule:

	<u>SERGEANT</u>	<u>LIEUTENANT</u>
Effective 2-01-93.....	Wage Freeze	Wage Freeze
Effective 2-01-94.....	14% Above Patrol	10% Above Sergeant
Effective 2-01-95.....	14% Above Patrol	10% Above Sergeant

Retroactive payment to be made after final wage determination of the patrol bargaining unit.

ARTICLE XXVIII - ME TOO

Any economic or non-economic improvement received by the Patrol officers bargaining unit received through negotiation or arbitration shall be granted to the Command officers bargaining unit except the base wages paid 02/01/93 - 01/31/94, as described in this article. This provision shall expire 01/31/96.

ARTICLE XXIX - DRUG TESTING

SECTION 1. PURPOSE

The City of Wyandotte and the Police Officers Labor Council have established a drug free program covering members of the Police Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation, and provide all employees with notice of the provisions of the Department drug testing program.

SECTION 2. POLICY

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

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

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

Therefore, in order to ensure the integrity of the Department, and to preserve the public trust and confidence in a fit and drug free Police Department, this Department will implement a drug testing program to detect prohibited drug use by employees.

SECTION 3. DEFINITIONS

A. Patrol Officer -- Those sworn employees of the Department who are members of the Fraternal Order of Police and hold rank below Sergeant.

B. Supervisor -- Those sworn Supervisors holding a rank of Sergeant or above.

C. Drug Test -- The compulsory or voluntary production and submission of urine by a Supervisor in accordance with departmental procedures for chemical analysis to detect prohibited drug usage.

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

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

F. The City for Administrative purposes of this policy means Director of Administrative Services.

SECTION 4. PROCEDURES/RULES

A. Prohibited Activity

The following rules shall apply to all probationary and seniority Supervisors while on and off duty

1. No Supervisor shall illegally possess any controlled substance.
2. No Supervisor shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Supervisor who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the Supervisor's health and safety.
4. Discipline of Supervisors 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. When there is a refusal to participate, probable cause, or the Medical Review Physician determines that a Supervisor's drug test was positive, the Supervisor may be immediately relieved of duty pending a Department investigation at the discretion of the Police Chief or his/her designee.

B. Supervisor Drug Testing

1. Supervisors will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, provided that members of the Police and Fire Commission are subjected to and submit to drug testing.
2. The City and Union have agreed to a policy under which each Supervisor will undergo a drug screen on a scheduled basis once every eighteen (18) months, or, as provided in paragraphs 3 and 4 below, whenever the City has probable cause or reasonable suspicion.
3. The names of all employees shall be placed in a sealed container and shall be drawn out by the Police Chief or his/her designee with a representative of the Union present as an observer. If a name is drawn of an employee not on duty on the date of the drawing or not on duty within 24 hours of such drawing, the employee's name shall be returned to the sealed container. The employee whose name is drawn and not returned to the container shall be notified within his/her shift that he/she shall be tested within 3 days of the notice. If an employee chooses to be tested while on duty, he/she shall be compensated while taking the test. An employee may choose to be tested at any time up to and including the third day after he/she is notified. If an employee chooses to be tested off duty he/she will not be compensated.

Once an employee's name is drawn, and he/she is notified on the test, his/her name shall not be placed into the sealed container until all other names have been drawn during the 18 month period. The Union representative and Chief or his/her designee, shall not reveal the names of those employees drawn until after the employee; has been appropriately contacted by the Department in writing.

4. The Police Chief may order a Supervisor to take a drug test upon documented probable cause that the Supervisor is or has been using drugs. A written summary of the facts un-supporting order shall be made available to the supervisor prior to the actual test. If such Supervisor's test is negative, the summary of facts supporting the order shall not be placed in his/her file.

5. Upon reasonable suspicion the Department may request, through the Union, that the Supervisor submit to a voluntary drug test. In notifying the Union of such request, a written summary of the facts supporting such reasonable suspicion shall be made available to the Union and the employee, upon request. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, subsection C, subsection 2 herein. Any Supervisor voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Supervisor 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 change rehabilitation provision set forth in this policy for a period of three (3) years.

D. Penalty

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

E. For Employees Volunteering For
A Rehabilitation Program

1. Under this program, any employee may volunteer to enter a drug education/rehabilitation program prior to the scheduled test or prior to being notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in a City approved, supervised drug education program as directed by the Director of Administrative Services, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/supervised out-patient treatment program as directed by the City. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the City. Furthermore, the failure to fully participate in an/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.

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

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

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy are to ensure the integrity of department drug testing and, with respect to the collection of sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive shall be consistent with federal regulations (Federal Regulation V. 53, No. 69, dated Monday, April 11, 1988, or as later amended), and shall be adhered to by any laboratory personnel administering drug testing.

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

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

4. The bathroom facility of the testing area shall be private and secure.

- a. Authorized testing personnel shall search the facility before a Supervisor enters it to produce a urine sample, and document that it is free of any foreign substance.

5. Where a Supervisor appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances of the drug report form. The Supervisor shall be permitted to no more than eight (8) hours to give a sample, during which time he/she shall remain in the testing area, under observation, however, the Supervisor will allow a blood sample to be drawn. Reasonable amount 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 MRP.

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

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

8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

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

- a. Initial screening test;
- b. Confirmation test.

2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive and will not be released but rather, it will be classified as "confirmation pending." Notification of test results to the Chief of Police shall be held until the confirmation test results are obtained and verified by the MRP.

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 test 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 certified as qualified to collect urine samples of 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

	(ng/ml)
Marijuana metabolite	100
Cocaine metabolite	300
Opiate metabolite	300+
Phencyclidine	25
Amphetamines	1000
Barbiturates	300
+25ng/ml if immunoassay-specific for free morphine.	

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory gas chromatography/mass spectrometry 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	200

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoylecgonine

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

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

7. Supervisors 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 Supervisor's personnel file upon the Supervisor's request.

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

H. 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.

I. Drug Test Results

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

J. Procedures For Implementation Of The Last Chance Agreement

1. A Supervisor whose drug tests has been confirmed positive by the Medical Review Physician during scheduled, reasonable suspicion, or probable cause testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement, except for a Supervisor who had previously declined reasonable suspicion testing as provided in Section 4, B, 5.

2. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.

3. The Supervisor must attend the employee assistance program and/or an authorized rehabilitation source.

An employee who successfully completes the terms of the last chance agreement will not be disciplined for the violation which led to the last chance agreement.

Once authorized to return to active duty, an employee shall return without loss of seniority or reduction of rank or pay, unless otherwise specifically provided by the labor agreement.

4. The Supervisor must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.

5. Supervisor must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.

6. The Supervisor must pass a medical examination administered by a medical facility designated by the Chief 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. The Supervisor may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.

8. Once authorized to return to duty, the Supervisor must submit to periodic urinalysis on a timetable as may be determined by the Chief.

9. The Supervisor shall be subject to the terms of this program for three (3) years after their return to work.

10. The Supervisor shall be notified in writing that the Supervisor will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term unless the Supervisor demonstrates to the City's satisfaction compelling reasons why he/she should not be terminated. A Supervisor shall have 10 days to present such evidence to the Police and Fire Commission for its determination

11. The Supervisor must be advised that the Supervisor is not obligated to sign the agreement and be advised he/she has the right to seek the legal and be advised he/she has the right to seek the legal counsel of his/her choice and/or labor representative

SECTION 5 UNION HELD HARMLESS

This drug testing program is solely initiated at the behest of the City. The City shall be solely liable for any legal obligations, costs, and attorneys' fees arising out of the provisions and/or application of this agreement relating to drug testing. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug testing program and the City agrees to indemnify the Union and its members from and against all claims or suits by members of the Union arising out of the creation, implementation, or administration of this drug testing program. Said indemnification shall take the form of defense and payment of any judgements, settlements, cost, or attorneys' fees.

LAST CHANCE AGREEMENT

RE: _____

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

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

Now, therefore, it is agreed that:

1. The Supervisor must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
2. The Supervisor must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. The Supervisor must pass a medical examination administered by a medical facility designated by the Chief 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 Supervisor may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.

The rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source shall be paid for by the employee, subject to the City provided insurance program, provided if an employee's insurance program, provided if an employee's insurance coverage would terminate under the City's policies while an employee was on a leave of absence due to such program, the City shall pay for the employee's individual insurance coverage for two months following the month in which such coverage closed; in such event, the employee shall pay the cost for any additional coverage (e.g. dependent coverage) he/she elects.

5. Once authorized to return to duty the Supervisor must submit to a periodic urinalysis on a timetable as may be determined by the Chief.
6. Upon clearance by the medical facility designated by the City, _____ shall be returned to Police Department as a _____.
7. Upon reinstatement, the Supervisor shall be subject to the procedures as outline in IV, J, of the Wyandotte Police Department Drug Free Work Place Regulation.

8. _____ shall submit to controlled substance testing as the discretion of the Chief. If any such test shows a positive result for the presence of a controlled substance, _____ will be discharged from employment with the City of Wyandotte, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
9. _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and _____ waives any claim thereto.
10. The Union shall withdraw with prejudice the Grievance # _____ and shall release and discharge employer from any and all claims relating thereto. The employer shall release and discharge the union and _____ from any and all claims relating thereto. _____ shall release and discharge the union and the employer from any and all claims relating to grievance # _____ including but not limited to the processing and arbitration of this grievance. Further, _____ and Union from all liability and claims he/she may have had or now has with respect to his/her employment with the City of Wyandotte whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, of under the collective bargaining agreement between the City of Wyandotte and the Fraternal Order of Police.
11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
13. In the event the Supervisor grieves and attempts to process to arbitration any discipline imposed as a condition of this last change agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

Dated this _____ day of _____, 199__

Supervisor

Union Representative

Police Chief

EXECUTION

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES EFFECTIVE AS OF THE DAY AND YEAR ABOVE WRITTEN.

CITY OF WYANDOTTE
A Michigan Municipal Corporation

By: James R. DeSana
James R. DeSana, Mayor

By: William R. Griggs
William R. Griggs, City Clerk

~~FRATERNAL ORDER OF POLICE~~
~~State Labor Council~~

POLICE OFFICERS LABOR COUNCIL M.P.S.
Henry Jumbis
Chairman

Kenneth Smith
Member

Michael P. Pomeroy
~~FRP~~. Representative
M.P.S. LABOR COUNCIL

Date: 09-16-93 at Wyandotte, Michigan.