

AGREEMENT BETWEEN

THE

CITY OF WYANDOTTE
A MICHIGAN MUNICIPAL CORPORATION

AND

POLICE OFFICERS LABOR COUNCIL
POLICE AND FIRE
DISPATCHER/CLERICAL
BARGAINING UNIT

FEBRUARY 1, 1993
THROUGH AND INCLUDING
JANUARY 31, 1996

Wyandotte, City of

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ARTICLE I - INTENT

1.1: This Agreement is made between the City of Wyandotte, (hereinafter referred to as the "City"), and the Police Officers Labor Council, and its affiliate the POLC/Police and Fire Dispatcher/Clerical Bargaining Unit, representing all Police and Fire dispatcher/clerical employees of the Wyandotte Police Department, (hereinafter referred to as "Union"), for the purpose of achieving better understanding between both parties, and to provide for orderly adjustments of differences which may arise.

ARTICLE II - RECOGNITION

2.1: The Police Officers Labor Council is hereby recognized as the exclusive bargaining agent for all Police and Fire dispatcher/clerical employees of the Wyandotte Police Department in all matters of wages, hours other terms and conditions of employment.

ARTICLE III - MANAGEMENT'S RIGHTS

3.1: 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 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.

ARTICLE IV - DISCRIMINATION

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

ARTICLE V - BARGAINING UNIT DUES AND PAYROLL DEDUCTIONS

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

5.2: 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 Police Officers Labor Council so long as this authorization is in effect and is not revoked by the employee. Deductions will be made from each pay for a total of twenty-four (24) pays. The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union. All dues deducted will be mailed to the Treasurer of the Police Officers Labor Council, _____.

ARTICLE VI - AGENCY SHOP

6.1: All 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 either:

A. Become members of the Union or;

B. Pay to Union an amount as described in section 6.4, subsection B below.

6.2: In the event that an employee covered by section 6.1 above does not join the Union or tender his/her service fee to the Union 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 Union complies with the following:

A. Fulfilled its obligation by sending written notice 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.

B. 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 and that a request for his/her termination was being made to the City Personnel Department.

C. 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 Union and that the save "harmless" clause shall be put into effect.

6.3: If an employee has tendered directly to the Union 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 Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reasons other than his failure to tender the dues or service charge to the Union either directly or after revocation or his authorization.

6.4: Payroll deductions described in Article V. The deductions permitted under the authorization shall be:

A. Union Member: The regular and equal amount of Union dues and fees per official written direction of the POLC Treasurer.

B. Non-Member: An amount equal to those membership dues necessary to service the contract.

6.5: The Union 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 Article V and Article VI.

ARTICLE VII - COPY OF AGREEMENT

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

ARTICLE VIII - MAINTENANCE OF CONDITIONS

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

8.2: 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 of Resolution of the City, appropriate City amendatory or other action shall be taken to render such Ordinance or Resolution compatible with this Agreement.

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

ARTICLE IX - SAVINGS CLAUSE

9.1: This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the 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 X - DURATION

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

10.2: 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 providing that such negotiations may not begin more than ninety (90) days prior to the expiration of the contract.

10.3: 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, subject to termination by either party on thirty (30) days written notice

10.4: Strike Prohibition: The bargaining unit agrees not to engage in, or sanction strike actions, defined in Act 379, Public Employment Relations Act.

ARTICLE XI - BARGAINING UNIT COMMITTEE

11.1: The bargaining unit committee shall be selected from full time employees of the bargaining unit and the committee shall designate a president for the purpose of official communications related to this Agreement or to negotiations inherent herein.

11.2: One (1) member 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, handling of grievances, 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. This City will not prohibit any member of the bargaining unit from participating in negotiations or the grievance procedure, providing that only one (1) member may be released from duty.

11.3: A POLC representative shall have the right to represent employees at all stages of the grievance procedure, provided the prior notice is given to the City.

11.4: One (1) member of the bargaining unit will be allowed off one (1) day with pay, to attend the POLC's Annual Delegates meeting, provided that thirty (30) days prior notice is given to the City, and the delegate is taken from the day shift. If the delegate comes from a shift other than days, the release will only be granted if it does not create an overtime situation.

ARTICLE XII - GRIEVANCE, DISCHARGE AND DISCIPLINE

12.1: 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. (Time limits in this section exclude Saturday, Sunday and Holidays provided in this Agreement):

Step 1: Oral - an employee may discuss his complaint with his immediate supervisor, with or without his union representative. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. If the matter is not resolved within five (5) days after the date of discussion, the complaint shall be presented as indicated in Step 2.

Step 2: A grievance must be submitted in written form within ten (10) days of the occurrence, or knowledge of this occurrence, or five (5) days of Step 1. After the written grievance is presented to the grievant's commanding officer, he/she shall have five (5) days to present his/her written answer to the grievance committee.

Step 3: If the grievance is not settled in Step 2, the grievance committee shall, within five (5) days of receiving the Step 2 answer, request a meeting with the Chief of Police or his designee. The Chief or his designee shall present a written answer to the grievance committee within seven (7) days of the meeting.

Step 4: If the grievance is not resolved in Step 3, the grievance committee may appeal the matter to the Police and Fire Commission within seven (7) days of receiving the Step 3 answer. The Police and Fire Commission should meet with the grievance committee and the grievant within fifteen (15) days after receiving the request or at the next regularly scheduled Police and Fire Commission meeting. The Police and Fire Commission shall have five (5) days in which to submit a written answer to the grievance committee.

Step 5: If a satisfactory settlement is not reached in Step 4, either party, the bargaining unit or the City, may within thirty (30) 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) days of the demand for arbitration, such selection shall be made in accordance with the rules 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 equally by the parties.

12.2: General.

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

12.3: The City may discharge or discipline any employee for just cause. Any employee who has been disciplined by suspension or discharge may request the president of a Union representative before he/she is required to leave the station, to discuss the matter with the employee and the City representative, as long as the circumstances permit prompt and orderly conversation on the matter. The Union representative will be called promptly if available. In the case of a discharge, the employee and the Union will be given a written statement of the specific charges causing the discipline. In the case of a suspension, the employee and the Union will be given a written statement of the general nature of the charges causing the suspension.

12.4: All employees shall have the right to be represented by the local association and/or POLC representative at all disciplinary conferences or hearings.

ARTICLE XIII - SENIORITY

13.1: Subject to the provisions of Sections 13.4 through 13.10 of this article providing for adjustment of seniority, seniority is hereby defined as length of continuous service with the City of Wyandotte.

13.2: Subject to the provisions of Sections 13.4 through 13.10 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 as a result of the discharge.

13.3 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 accumulated for anytime in excess of such thirty (30) days.

13.4: Time elapsed between periods of layoff and reemployment shall be deducted from seniority.

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

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

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

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

13.9: An employee shall not suffer a break in seniority for a leave of absence as described in Bereavement Leave, Article XXII, or a leave under provision of the Family and Medical Leave Act (Article XIX and Article XX).

13.10: 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 (2) 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 XIV - PROBATION

14.1: New employees will be on probation for six (6) calendar months from date of hire. Probationary employees may be discharged at the Employer's discretion without recourse to the grievance procedure.

14.2: Not later than twelve (12) days prior to the conclusion on an employee's probation period, his/her appointing authority shall notify the personnel department in writing of the acceptance or rejection of such employee.

14.3: All employees hired after December 1, 1994, shall not be eligible for fringe benefits, including paid leave time, until they have ninety (90) calendar days of continuous service. On the ninety-first (91st) calendar day of continuous service, the employee shall be eligible for all insurance benefits provided in the collective bargaining agreement. During the interim period, the employee may elect to pay for all or any of the insurance benefits. On the ninety-first (91st) day of continuous service, the employee shall begin to earn credits for paid sick leave, vacation, and personal leave. During the interim period, the employee shall receive time off without pay due to legitimate absences, provided the employee follows the Police Department's standard call-in procedure.

ARTICLE XV - LAYOFFS

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

15.2: Probationary employees and part-time employees within the affected classification shall be laid off first.

15.3: Layoffs and recalls shall be governed by seniority. 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.

15.4: In every case of layoff, the appointing authority shall give the affected employee(s) fourteen (14) calendar days written notice and a written statement of the reasons for such action and shall forward a copy to the Personnel Department.

15.5: 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.

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

ARTICLE XVI - PAY DATES

16.1: Employees will be paid by check not later than sixty (60) hours after completion of the pay period, excepting breakdowns and emergencies all subject to the discretion of the City Treasurer.

ARTICLE XVII - HOURS OF EMPLOYMENT

17.1: 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.

17.2: 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.

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

17.4: Dispatchers will work eight (8) hours a shift on a platoon with one-half (1/2) hour paid lunch and two (2) fifteen (15) minute paid breaks. They may attach one (1) or both breaks to their lunch.

Clerical will work Monday through Friday, unless otherwise scheduled, 8:00 A.M. to 4:30 P.M. with one-half (1/2) hour unpaid lunch and two (2) fifteen (15) minute paid breaks. They may attach one (1) or both breaks to their lunch.

If an employee attaches one (1) or both breaks to lunch, they will forfeit the break(s) for that day.

ARTICLE XVIII - OVERTIME

18.1: Subject to the provisions set forth in this article, employees shall be paid overtime at the rate of one and one-half (1-1/2) times the hourly rate in the following situations:

A. For time of seven and one-half (7-1/2) 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.

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

18.2: Call-In-Time (Unscheduled shift). 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 (1-1/2). 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 to duty, except in emergencies.

Overtime for dispatch shall be offered by the Department in the following order:

A. To the dispatcher(s) scheduled to be off-duty, in order of seniority.

B. To the dispatcher scheduled to work the preceding shift.

C. To the dispatcher scheduled to work the succeeding shift.

D. To the dispatchers scheduled to work the preceding and succeeding shifts, if they agree to split the overtime assignment.

E. To Records Bureau personnel, is qualified and trained to perform dispatching functions, in order of seniority.

If all employees listed in (A) through (D) decline the overtime opportunity, overtime shall be mandatory for the dispatchers scheduled to work the preceding and succeeding shift; each dispatcher shall work four hours of mandatory overtime in addition to his/her regular shift.

18.3: Premium Pay for Sunday. Employees will continue to receive pay for work on Sundays which is outside of their normal work week to work cycle as they have received in the past.

18.4: A member of this bargaining unit 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, or wants to accumulate compensatory overtime.

For accumulation purposes, an employee 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 the accumulated compensatory time as of the ending date of each contract year, the City shall pay the compensatory time as of that date. This payment will be made the second pay date following the ending date of each such contract year, and shall be based upon the rate of pay in effect when the compensatory time was earned.

(Note: See Letter of Understanding on use of Compensatory Time).

ARTICLE XIX - LEAVE WITHOUT PAY

19.1: 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.

D. For the purpose of continued education in a field related to his/her employment.

19.2: Employees who have a regular status may be granted a leave of absence without compensation upon the recommendation of the appointing authority and approval of the Personnel Director for reasons that would be sufficient to justify the granting of such leave, provided that such leave may not exceed three (3) calendar days.

19.3: 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 XX - SICK LEAVE

20.1: All members (except new hires) of the bargaining unit shall be granted sick leave on the basis of one (1) work day for each completed month of service with unlimited accumulation permitted.

20.2: All employees hired after December 1, 1994, shall not be eligible for fringe benefits, including paid leave time, until they have ninety (90) calendar days of continuous service. On the ninety-first (91st) calendar day of continuous service, the employee shall be eligible for all insurance benefits provided in the collective bargaining agreement. During the interim period, the employee may elect to pay for all or any of the insurance benefits. On the ninety-first (91st) day of continuous service, the employee shall begin to earn credits for paid sick leave, vacation, and personal leave. During the interim period, the employee shall receive time off without pay due to legitimate absences, provided the employee follows the Police Department's standard call-in procedure.

20.3: Duty Disability. In all cases where an employee has been incapacitated as a result of an accidental injury or a disease arising out of and in the course of his/her employment, and if it is determined that such injury or disease is not the result of such employee's misconduct, then such employee shall be paid for the time lost during such disability for a period of ninety (90) work days and for such additional days, said employee may have to credit as accumulated overtime, sick leave or vacation leave in this order. Such sum or sums of money when added to Worker's Compensation benefits shall be equal to his/her full net wage, excluding normal deductions, or salary at the time of his/her injury.

20.4: When all such time shall be 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 this 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.

If the disability is not considered permanent, the employee will be placed on a non-paid leave of absence, exclusive of Worker's Compensation benefits. Health Insurance will be continued for a period of three (3) months 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.

20.5: 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 with approval of the appointing authority 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 (1) hour prior to his/her tour of duty, on the first day of illness and at least two (2) 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 may 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.

20.6: Family and Medical Leave. The City shall comply with State and Federal law as to pregnancy disability and, for employees with at least one year of service with the City, family or medical leave, subject to the provisions of Article XIX, Paragraph 19.3.

20.7: 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 x 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.

Sick and vacation buy-out. The buy-out shall be made within thirty (30) days after execution of the final collective bargaining agreement.

With respect to the buy-back of the employee's accumulated sick or vacation leave, the City will buy back the employee's accumulated sick or vacation time as of the pay rate in effect as of January 31, 1994. The buy-back shall be based on the employee's accumulated sick or vacation time as of January 31, 1994 or the date this collective bargaining agreement is executed, whichever is less. (The buy-back shall be paid within thirty (30) days after execution of this collective bargaining agreement.).

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

2. After 02/01/94 the maximum sick leave accumulation for purposes of this section is ninety (90) day. 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 XXI - VACATION LEAVE

21.1: All personnel (except new hires) shall accumulated vacation leave days as follows:

All employees hired after December 1, 1994, shall not be eligible for fringe benefits, including paid leave time, until they have ninety (90) calendar days of continuous service. On the ninety-first (91st) calendar day of continuous service, the employee shall be eligible for all insurance benefits provided in the collective bargaining agreement. During the interim period, the employee may elect to pay for all or any of the insurance benefits. On the ninety-first (91st) day of continuous service, the employee shall begin to earn credits for paid sick leave, vacation, and personal leave. During the interim period, the employee shall receive time off without pay due to legitimate absences, provided the employee follows the Police Department's standard call-in procedure.

- 0 through 5 years earns 12 days vacation time off.
- 6 through 10 years earns 15 days vacation time off.
- 11 through 15 years earns 18 days vacation time off.
- 16 through 20 years earns 21 days vacation time off.
- 21 through 25 years earns 24 days vacation time off.
- 26 years or more earns 24 days vacation time off, plus an additional 1/2 day per year for each year of continuous service over 25 years.

21.2: 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 regular full time employee may accumulate 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.

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

- 0 sick days used6 vacation bonus days.
- 1 sick day used.....5 vacation bonus days.
- 2 sick days used4 vacation bonus days.
- 3 sick days used3 vacation bonus days.
- 4 sick days used2 vacation bonus days.
- 5 sick days used.....1 vacation bonus day.
- 6 sick days used0 vacation bonus days.

ARTICLE XXII - BEREAVEMENT LEAVE

22.1: Time off with pay shall be allowed an employee in the case of death in the employee's immediate family as defined below for 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 of the funeral.
- B. Funeral leave shall not be extended beyond the day of the funeral due to leave day falling within the allotted time off.
- C. If a death in the employee's immediate family occurs during an employee's scheduled vacation, he/she shall receive funeral leave subject to the provisions of A and B.

The immediate family includes only parents, stepparents, children, sons-in-law, daughters-in-law, brothers, sisters, grandparents, stepbrothers and stepsisters and the spouse of the employee and the spouse's family, as described above, and any other persons who are normally members of the employee's household. Stepparent 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 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 spouse.

22.2: Leave requests beyond the above provisions shall be requested through the appointing authority.

ARTICLE XXIII - LONGEVITY

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

- 0-5 years \$0 per year
- 6-15 years - \$20.00 per year
- 16-20 years - \$25.00 per year
- 21 + years - \$30.00 per year with a maximum of \$900.00 per year.

23.2: Longevity pay shall be payable in 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.

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

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

ARTICLE XXIV - UNIFORM ALLOWANCE

24.1: An annual uniform allowance as described below will be prepaid as follows:

The annual uniform allowance shall be four hundred dollars (\$400.00) a year, paid in equal amounts the first week of October and the first week of April. When an employee commences employment, a uniform allowance shall be computed and prepaid to him/her. When an employee is separated from service for any reason, the uniform allowance shall be prorated and the prepaid unearned amount deducted from severance pay.

24.2: The annual uniform allowance shall increase as follows:

Effective October 1, 1993.....\$400.00/year.
Effective October 1, 1994.....\$450.00/year
Effective October 1, 1995.....\$500.00/year.

ARTICLE XXV - HEALTH INSURANCE

SECTION 1:

The City will provide the following group health insurance for each employee, spouse, and legal family members 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. (except new hires, see Sec 14.3)

- A. BC/BS
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. City will pay 25% of "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 is made available in lieu of the above coverage:

SECTION 2:

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. 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.

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 legal family members 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 CARE: Vision care group benefit certificate series VAC-80, 4770 Rider, FLVS 4764 Freestanding.

D. City will pay 25% of "F" Rider in 1993 dollars, for eligible members children between the age of nineteen (19) until twenty-five (25).

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

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

C. If a retiree is covered by his/her spouse's health insurance and not covered under the City's insurance contract, then the retiree shall receive a post paid allowance in the amount of \$100.00 for each month that said retiree 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 retiree's coverage under his/her spouse be terminated the retiree, 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 retiree 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. A retiree shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.

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

C. If a retiree is covered by his/her spouse's health insurance and not covered under the City's insurance contract, then the retiree shall receive a post paid allowance in the amount of \$100.00 for each month that said retiree 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 retiree's coverage under his/her spouse be terminated the retiree, 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 retiree 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 XXVI - LIFE INSURANCE

26.1: Except for new hires (see 14.3), the City will provide and bear the cost of life insurance for employees in the amount of Thirty Thousand Dollars (\$30,000.00) with Accidental Death and Dismemberment in the equal amount of Thirty Thousand Dollars (\$30,000.00). (Except for new hires see 14.3.)

26.2: 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 Dollars (\$5,000.00).

These provisions will be effective the first of the month following ratification.

ARTICLE XXVII - MISCELLANEOUS WORKING CONDITIONS

28.1: 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.

28.2: Any member, directed to attend training sessions of schools, shall be considered as attending his/her normal tour of duty while attending or traveling to and from these sessions. 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.

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

28.4: 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.

28.5: Personal Leave Days: (Except for new hires, see 14.3) Two personal leave day 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 employees sick leave or vacation leave. Personal leave days are to be used within the time period of October 1st through September 30th of each year. Effective October 1, 1994, employees will receive 1 additional Personal leave day or a total of three (3) Personal leave days.

28.6: Educational Assistance: (Except for new hires, see 14.3) The City shall pay up to \$300.00 annually for tuition and all required books for members of this bargaining unit who take 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.

ARTICLE XXVIII - PENSION

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

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

29.3: 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 XX, or paid up life insurance provided in Article XXVI, or hospital insurance provided in Article XXV, 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.

29.4: 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 City Attorney is approved by City Council.

29.5: The City's Pension Ordinance shall be modified to provide that the final average compensation shall include an employee's accrued vacation and sick leave paid on retirement, provided that such accrued vacation and sick leave amounts cannot result in increasing the final average compensation more than ten (10%) percent.

29.6: Requests for disability retirement must meet eligibility requirements of the retirement system ordinance. In cases of dispute between the employee's 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 Requirements; 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.

29.7: 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 2-217, General Member Retirement Allowance of the Retirement System Ordinance.

29.8: 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.

29.9: City shall become a reciprocal Community under Act 88, Public Acts of 1961, as amended, The reciprocal Retirement Act.

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

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

Notwithstanding, anything herein to the contrary, effective February 1, 1993, for member of POLC Police/Fire Dispatcher/Clerical, final average compensation (except in the case of deferred retirement, a member's resignation or a member's discharge) shall also include a member's 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.

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

ARTICLE XXIX - WAGE SCHEDULE

EFFECTIVE DATE	START	6 MOS	1 YR	2 YRS	3 YRS	4 YRS
02/01/93	\$17,555.20	\$18,137.60	\$20,072.00	\$22,048.00	\$23,982.40	\$25,916.80
0%	675.20	697.60	772.00	848.00	922.40	996.80
	8.44	8.72	9.65	10.60	11.53	12.46
02/01/94	\$17,721.60	\$18,324.80	\$20,280.00	\$22,276.80	\$24,232.00	\$26,166.40
1%	681.60	704.80	780.00	856.80	932.00	1,006.40
	8.52	8.81	9.75	10.71	11.65	12.58
02/01/95	\$18,262.40	\$18,865.60	\$20,883.20	\$22,942.40	\$24,960.00	\$26,956.80
3%	702.40	725.60	803.20	882.40	960.09	1,036.80
	8.78	9.07	10.04	11.03	12.00	12.96

Within seven (7) days after the execution of the final collective bargaining agreement, bargaining unit employees shall receive a \$500.00 signing bonus, less applicable federal and state taxes.

ARTICLE XXX- SHIFT DIFFERENTIAL

31.1: When a dispatcher is assigned to work dispatch duties and is scheduled to work the second shift and works such shift, her or she shall be paid a shift premium of fifteen cents (\$.015) per hour for hours worked on such shift.

31.2: When a dispatcher is assigned to work dispatch duties and is scheduled to work the third shift and works such shift, he or she shall be paid a shift premium of twenty-five cents (\$.25) per hour, for hours worked on such shift.

31.3: 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.

31.4: The shift premium will not be added to the wage rate for computing overtime. For example, if an employee who works the afternoon shift is held over for four (4) hours on the third shift, the employee shall be paid the third shift premium for the four (4) hours worked and be paid time and one-half (1 1/2) of the base rate for the four (4) hours worked as overtime.

ARTICLE XXXI - HOLIDAYS

32.1: To be eligible for holiday pay, you must be a regular full-time employee. Except for new hires (See 14.3) The following are recognized holidays:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- All National, State and City General Election Days.

32.1A Members of this bargaining unit will also receive his/her birthday as a designated holiday. Arrangements may be made for an alternate day, if necessary, with his/her immediate supervisor.

32.2 An employee must work all scheduled hours on the last scheduled day before and the first scheduled day after the holiday to be eligible for holiday pay. While on vacation or approved sick leave, you will still receive holiday pay. Eligible employees who do not work on a recognized holiday will be paid the equivalent of their regular rate for the hours they would have worked. Eligible employees who work on a general election day will receive two (2) times their regular rate of pay for the hours worked plus any holiday pay for which they are eligible. Eligible employees working on other recognized holidays will receive two (2) their regular rate of pay plus any holiday pay for which they are eligible.

32.3 If an employee is scheduled to work on his/her birthday, he/she may:

1. Take his/her birthday off and be paid eight hours at straight time; in that event, his/her replacement shall be paid one and a half times (1-1/2 x) for all hours actually worked if the replacement was not previously scheduled to work in another position; or
2. The employee may elect to work on his/her birthday; in that event, he/she shall receive double time (2X) for all hours actually worked during his/her regularly scheduled shift. Except as described in the paragraph, the parties acknowledge that an employee may not select an alternative day as his/her birthday; in other words, his/her birthday shall be recognized on his/her actual birthday, except as described in 32.1A.

If an employee's birthday falls on a holiday, the employee may select another day that work week to be recognized as his/her "birthday." The provisions of the previous paragraph shall then apply to the newly assigned "birthday."

For dispatchers only - employees regularly scheduled and assigned to work on the actual, legal holiday (for example, December 25 is the actual, legal holiday for Christmas) shall receive holiday pay (double time - 2 X) if they actually work on that day. If City Hall recognizes the Christmas holiday as December 26, December 26 shall be considered a regular work day, not a holiday.

For all other employees, the holiday shall be recognized on the day recognized for City Hall employees, not the actual legal holiday.

ARTICLE XXXII - LONG TERM DISABILITY

33.1: The City will provide and bear the cost of Long Term Disability Insurance for regular classified employees. Except for new hires (See 14.3)

33.2: 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.

33.3: 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.

33.4: 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.

33.5: 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 XXXIII - 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 Dispatcher/Clerical employee's physical and mental health, and thus, job performance.

Where Dispatchers 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. Dispatcher/Clerical Employee - Those employees that are covered by this agreement.
- B. Police Officer -- Those sworn employees of the Department who are members of the Fraternal Order of Police and hold rank below Sergeant.
- C. Supervisor -- Those sworn police officers holding a rank of Sergeant or above.
- D. Drug Test -- The compulsory or voluntary production and submission of urine by a Dispatcher/Clerical in accordance with departmental procedures for chemical analysis to detect prohibited drug usage.
- E. 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.

F. 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 or her medical history and any other relevant biomedical information.

G. 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 Dispatcher/Clerical's while on and off duty.

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

B. Dispatcher/Clerical Drug Testing

1. Dispatcher/Clerical will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
2. The City and Union have agreed to a policy under which each Dispatcher/Clerical 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 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 three (3) days of the notice. If an employee chooses to be tested while on duty, he/she shall be compensated while taking the test. If an employee on the midnight shift is tested while off duty, because the City's drug testing facility is closed while he/she is scheduled to be on duty, he/she shall receive credit of one hour of compensatory time at time and one half. An employee may choose to be tested at any time up to and including the third day after he/she is notified.

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 Dispatcher/Clerical to take a drug test upon documented probable cause that the Dispatcher/Clerical is or has been using drugs. A written summary of the facts and supporting order shall be made available to the Dispatcher/Clerical prior to the actual test. If such Dispatcher/Clerical'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 Dispatcher/Clerical 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 thereunder shall be subject to the frequency limitation found in Article IV, subsection C, subsection 2 herein. Any Dispatcher/Clerical 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 Dispatcher/Clerical who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.

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 and/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.

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

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 to 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 Dispatcher/Clerical 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 Dispatcher/Clerical 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 Dispatcher/Clerical enters it to produce a urine sample, and document that it is free of any foreign substance.

5. Where a Dispatcher/Clerical 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 Dispatcher/Clerical 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 Dispatcher/Clerical 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 Dispatcher/Clerical 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, initialed 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 or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

<u>Initial Test Level</u>	(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:

<u>Confirmatory Test Level</u>	
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

**Benzoyllecgonine

+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. Dispatcher/Clerical 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 Dispatcher/Clerical's personnel file upon the Dispatcher/Clerical's request.

8. Any Dispatcher/Clerical 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 Dispatcher/Clerical's job duties.

J. Procedures For Implementation Of The Last Chance Agreement

1. A Dispatcher/Clerical whose drug tests have 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 Dispatcher/Clerical 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 Dispatcher/Clerical 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 in rank or pay, unless otherwise specifically provided by the labor agreement.

4. The Dispatcher/Clerical 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. Dispatcher/Clerical must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. The Dispatcher/Clerical 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 Dispatcher/Clerical 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 Dispatcher/Clerical must submit to periodic urinalysis on a timetable as may be determined by the Chief.
9. The Dispatcher/Clerical shall be subject to the terms of this program for three (3) years after his/her return to work.
10. The Dispatcher/Clerical shall be subject in writing that the Dispatcher/Clerical will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term unless the Dispatcher/Clerical demonstrates to the City's satisfaction compelling reasons why he/she should not be terminated. A Dispatcher/Clerical shall have 10 days to present such evidence to the Police and Fire Commission for its determination.
11. The Dispatcher/Clerical must be advised that the Dispatcher/Clerical is not obligated to sign the agreement and be advised he/she has the right to seek 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 judgments, 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 Dispatcher/Clerical 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 Dispatcher/Clerical 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 Dispatcher/Clerical must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. The Dispatcher/Clerical 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 Dispatcher/Clerical 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 Dispatcher/Clerical 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 the Police Department as a _____.

7. Upon reinstatement, the Dispatcher/Clerical 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, release the City and Union from all liability and claims he/she may have had or now has with respect to his 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 Local Union.

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 Dispatcher/Clerical 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 _____, 19

Dispatcher/Clerical _____

_____ **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 first written above.

DISPATCHER/CLERICAL ASSOCIATION
OF MICHIGAN:

CITY OF WYANDOTTE:

Richard Ziegler 4/5/95
Richard Ziegler
Police Officer Labor Council
Representative

James R. DeSana
James R. DeSana
Mayor

William R. Griggs
William R. Griggs
City Clerk

WYANDOTTE DISPATCHERS ASSOCIATION:

Margaret Brand 03-17-95
Margaret Brand, President

Sandra Sheldrake 3-17-95
Sandra Sheldrake, Vice President