

**AGREEMENT BETWEEN THE CITY OF WYANDOTTE
A MICHIGAN MUNICIPAL CORPORATION**

AND

**Police Officers Labor Council
POLICE PATROL OFFICERS
BARGAINING UNIT**

February 1, 1993 through January 31, 1996

Wyandotte, City of

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ARTICLE I - AGREEMENT

This Agreement is made between the City of Wyandotte, hereinafter referred to as the "City" and the Police Officers Labor Council agent for the Wyandotte Police Officers Association, hereinafter referred to as the "Union" and "Local Union" representing all police officers of the Wyandotte Police Department, for the purpose of providing better working conditions and to provide for the orderly resolution of any differences that may arise.

SECTION 1. RECOGNITION. The Police Officers Labor Council hereinafter referred to as the P.O.L.C., is hereby recognized as the exclusive bargaining agent for all the Wyandotte Police Officers Association in all matters of general wages, hours and conditions of work.

The Local Union has the right to review department personnel rules and regulations as adopted by the City Council. It is understood that rules and regulations will be in conformity with any law, ordinance, police department regulations and personnel policies as agreed to by the City Council and the Police Officers Labor Council by execution of 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, discipline, transfer, discharge for proper 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.

SECTION 3. DISCRIMINATION. There shall be no discrimination toward employees by virtue of participation or non-participation in Union or Local Union affairs.

SECTION 4. AGENCY SHOP.

A. All police officers on the thirtieth (30th) day of employment:

(1) Shall pay dues to the P.O.L.C. as specified in Section 5 of this Article.

(2) May become members of the Fraternal Order of Police and pay the required dues as specified in Section 5 of this Article.

B. A police officer who does not tender his dues for the P.O.L.C. to the treasurer of the Fraternal Order of Police Lodge 111, either directly or through payroll deduction, shall be discharged within 30 days, by the Police and Fire Commission, provided the treasurer of the Fraternal Order of Police Lodge 111 has 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 obligations by the requisite date and that a request for his 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 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. An employee who has tendered directly to the treasurer of the F.O.P. 111 or has a written authorization for payroll deduction in effect, for the payment of dues to the P.O.L.C., shall not, under any circumstances risk the loss of employment for not belonging to the Fraternal Order of Police. The Union cannot cause the discharge of an employee for any reason other than the employee's failure to pay due to the P.O.L.C.

D. 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 purposes of complying with Article 1, Sections 4 and 5.

SECTION 5. UNION DUES AND PAYROLL DEDUCTIONS. The following plan of voluntary union dues deductions will continue in effect under this Agreement:

A. The City agrees to deduct dues for the P.O.L.C. and optional dues for the FOP, from the pay of employees who give written authorization to the City for such deduction and to transmit all the dues collected to the treasurer of the FOP 111, so long as this authorization is in effect and is not revoked by the employee or the treasurer of the FOP 111 in writing. Deductions will be made in equal installments, from the first and second pays of each month. The treasurer of FOP 111 assumes full responsibility for the disposition of the funds once they have been received.

B. Deductions permitted under this Article shall be:

1. Mandatory dues for the P.O.L.C. in an amount determined by the P.O.L.C.

2. Optional due for membership in the Fraternal Order of Police in an amount determined by the treasurer FOP 111.

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 - SUPPLEMENTAL AGREEMENTS

SECTION 1. General conditions of employment are conditions limited to past practices which have been established by the City and accepted as correct and proper and which have a history of longevity, and which the parties have not negotiated about during contract negotiations and either reached agreement on as provided in the contract or withdrawn during the course of their negotiations in effect herein, be maintained during the term of this Agreement.

SECTION 2. The City and/or Police Officers Labor Council agree to make no unilateral changes in general conditions of employment during the term of this Agreement.

SECTION 3. 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 4. 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 Police Officers Labor Council and the 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.

SECTION 5. Departmental reorganization and/or reductions affecting this bargaining unit will first be discussed with the union prior to implementation.

ARTICLE III - DURATION

SECTION 1. This agreement shall be effective as of February 1, 1993 and shall remain in force and effect through 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 one hundred twenty (120) days prior to the expiration of the existing Agreement.

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.

SECTION 4. STRIKE PROHIBITION. The Police Officers Labor Council agrees not to engage in or sanction strike action as defined in Act 379, the Public Employment Relations Act.

ARTICLE IV - COMMITTEE MEMBERS

SECTION 1. Local Union negotiating Committee shall be selected from full time employees of the bargaining unit and the Committee shall designate a chairman for the purposes of official communications related to this Agreement or to negotiations inherent herein.

SECTION 2. Up to four (4) 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 union 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 departmental order desired by the bargaining unit, may be copied upon request.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION 1. Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this agreement or contract interpretation, including departmental rules and regulations, such differences shall be resolved in the following manner:

STEP 1. The aggrieved employee shall meet with his/her immediate supervisor within five (5) business days of its occurrence and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved employee within five (5) business days from receipt of the grievance (for purposes of this Article, "business days" shall exclude Saturdays, Sundays and Holidays when City Hall is closed, and all time limits hereinafter exclude Saturdays, Sundays and Holidays when City Hall is closed.)

STEP 2. If unsatisfactorily adjusted in Step 1, the grievant shall present the grievance to the grievance committee, in writing, within five (5) business days following receipt or response in Step 1. The written grievance filed by the Local Union shall be presented within five (5) business days to the grievant's command officer who shall have five (5) business days in which to answer the grievance.

An agreement reached at any level of the Grievance Procedure between the City and the Police Officers Labor Council is binding on all employees affected and cannot be changed or challenged by any individual.

STEP 3. If unsatisfactorily adjusted in Step 2, by written appeal from Step 2, within five (5) business days, by the grievance committee representative(s) to the Chief of Police or his designated representative to resolve grievances, who shall have seven (7) business days in which to answer the grievance in writing.

STEP 4. If unsatisfactorily adjusted in Step 3, by written appeal from Step 3, within seven (7) business days, to the Police and Fire Commission. The Police and Fire Commission shall meet with the grievance committee and the grievant on the day of its next regularly scheduled or special meeting following receipt of the grievance. The Police and Fire Commission shall make a written answer to the grievance within thirty (30) business days.

STEP 5. If unsatisfactorily adjusted in Step 4, a meeting shall be instituted by the bargaining unit with the City bargaining team within the thirty-day calendar period included in Step 6. If the grievance cannot be resolved, either party may proceed to Step 6.

STEP 6. If unsatisfactorily adjusted in Step 5, either party, the Police Officers Labor Council or the City, may through its representative, have thirty (30) calendar days in which to invoke arbitration. Arbitration shall be initiated as follows:

- 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 within ten (10) business days of notice in paragraph (A) above select a mutually satisfactory person, an arbitrator shall be selected 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 equally 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, starting with Step 2, the grievance shall be automatically granted.

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

D. A class action grievance may be started in the procedure set forth in Step 4 above.

E. In the event the Police Officers Labor Council concludes that a member was unjustly disciplined or dismissed, it may, within ten (10) business days after receipt of the judgment, appeal said judgment through grievance procedure Step 6 (Arbitration).

F. Certain steps of the grievance procedure may be waived if mutually agreeable. Such request for waiver shall be processed through the Director of Administrative Services (Personnel).

ARTICLE VI - SENIORITY

SECTION 1. Seniority is hereby defined as the length of continuous service after an employee's last day of appointment to a position in the Police Department. Seniority shall apply only for purposes presented in this Agreement and shall not be used for any purpose under the Pension Ordinance Chapter 31, as amended.

SECTION 2. 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.

SECTION 3. Seniority date shall mean the beginning date of continuous service as defined in this Article, Section 1, or as adjusted or modified by subsequent provisions of this Article.

SECTION 4. Where two (2) or more persons have established equal seniority for vacation picks and overtime, it shall be determined by the employee's position on the eligibility list in effect at the date of hire.

SECTION 5. An employee shall not suffer a break in continuous service for a leave of absence (Article XII), funeral leave (Article XX), leave under provisions of the Family and Medical Leave Act (Article VII and Article XIII) and disciplinary suspensions.

SECTION 6. Time elapsed between periods of layoff and re-employment shall be deducted from seniority credit.

SECTION 7. Seniority of employees who have resigned or were discharged and subsequently rehired shall date from the time of re-employment; subject to Section 2.

SECTION 8. Military leave as defined in the Veterans Preference Act shall not be considered interruptions in service.

SECTION 9. Absence from work caused by on-the-job injuries compensated by Workmen's Compensation shall not be considered interruptions in service.

SECTION 10. Authorized sick leave shall not be considered an interruption.

ARTICLE VII - PROBATION, SERVICE INCREMENTS AND PROMOTIONS

SECTION 1. The probationary period for the class of police officer shall be for a period of twelve (12) months. Probationary employees may be dismissed at will by the appointing authority at any time during the probationary period with or without notice and with or without cause. The appointing authority's decision to dismiss an employee during his probationary period is not subject to the grievance procedure.

SECTION 2. Not later than twelve (12) days prior to the conclusion of an employee's probationary period, his appointing authority shall notify the personnel department in writing of the acceptance or rejection of such employee.

SECTION 3. Whenever an employee has left the service but had gained regular status before such separation and on a subsequent date is established on a re-employment list and thereafter returns to the service, re-appointment is subject to the same probationary period as is provided for in Section 1 of this Article.

SECTION 4. In determining eligibility for the six (6) months service increment, an employee in the police officer class shall serve at least twenty-four (24) weeks over a period of at least six (6) successive calendar months in the same class: eligibility requirements for the twelve (12) months service increment shall be determined by an employee serving at least forty-eight (48) weeks over a period of at least twelve (12) successive calendar months of service in the same class.

SECTION 5. The first service increment may be made at the completion of six (6) months service and the second increment may be made after twelve (12) months service. Subsequent service increments may be made at twelve (12) month intervals until the maximum rate for the classification is reached. All such increments shall be made provided that the employee's work is being satisfactorily performed as evidence in writing to the personnel department by the appointing authority. If an employee is denied a service increment by the appointing authority as permitted in this Section, the employee shall be given a copy of the appointing authority's written report to the personnel department.

PROMOTIONS

SECTION 1. 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 2. A police officer promoted to another classification shall receive wage adjustments at six (6) month intervals up to the maximum rate, providing he/she is satisfactorily performing his/her work and the appointing authority has approved advancement to the next higher step.

SECTION 3. Patrol officers who have completed seven (7) years service by the end of the calendar year in which the test is given shall be eligible to take the promotional examination.

SECTION 4. Beginning March, 1991, and every second March thereafter, or upon mutually agreed dates, the department will conduct promotional examinations for the purpose of establishing promotional eligibility lists for the rank of Sergeant.

SECTION 5. Promotional lists shall be certified by the Police and Fire Commission ninety (90) days after the written examination is given to the candidates, and posted on a department bulletin board, showing candidates names and total score. The promotional list will be in effect until the next list is certified. The list will be certified not later than July 1st, of the test year, or upon mutually agreed date.

Nothing herein shall require the City to fill any position or vacancy. The decision of when to fill any position or vacancy shall be determined by the City.

SECTION 6. All promotions will be made from the list of qualified candidates, beginning with the first candidate on the list. Subsequent promotions will be made in the order in which the candidates placed on the list. Promotional lists, once established, will remain in effect to two (2) years. Candidates may refuse a promotion anytime during the term of the list without loss of standing on the list.

SECTION 7. Promotional Procedure: All promotions for members shall be on a competitive basis with the following factors;

WRITTEN EXAMINATION 25%

A written examination will be prepared by the Michigan Municipal League (MML) and administered by the Director of Administrative Services at a mutually agreed upon date, time and location.

The written examination will be scored on a 50% passing score, based on the BELL CURVE with no disqualifying scores. The results of the examination will not be disclosed, until after all other promotional criteria are evaluated. The highest scoring candidate will receive the full 25%, and those with lesser scores will receive a total percentage based upon the BELL curve in relation to the highest scoring candidate.

PERFORMANCE EVALUATION 25%

Evaluations will be made for each candidate by a panel consisting of the following department personnel;

- | | |
|-------------------------------|---|
| 1) Regular Platoon Officer | 4 Platoon Lieutenants |
| 2) Traffic Officer | Immediate traffic Lieutenant
Immediate traffic Sergeant
Detective Lieutenant
Senior uniform platoon Lieutenant |
| 3) Special Operations Officer | Special Operations Sergeant
Detective Lieutenant
Traffic Sergeant
Senior uniform platoon Lieutenant |
| 4) Special Assignment Officer | Detective Lieutenant
Supervisor of outside unit
Special Operations Sergeant
Deputy Chief |

ARTICLE VIII - LAYOFFS

SECTION 1. "Layoff" is defined as the separation of an employee from the service of the City for lack of work or lack of funds.

SECTION 2. In every case of a 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.

SECTION 3. Layoffs are to be strictly by inverse seniority for all persons irrespective of classification. The City retains the right to reassign persons on a seniority basis to perform the available work.

SECTION 4. The name of persons holding regular positions in the classified service which have been abolished or made unnecessary shall be placed on an appropriate layoff and re-employment list for a period of one year in order to their seniority, the greatest seniority being first. Such names may be continued on this list provided such request in writing be made by such persons each subsequent year thereafter. Re-employment in the same department shall be made according to the employee's standing on the list. The City retains the right to require a job-related medical examination before permitting the person to return to work.

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 City Treasurer in a minimum of two and one-half (2 1/2) weeks in advance of the pay day which occurs in the vacation period.

SECTION 3. Wage schedule. Wages paid during the term of this agreement will be in accordance with "Appendix A".

ARTICLE X - HOURS OF EMPLOYMENT, SHIFT DIFFERENTIAL

SECTION 1. The normal 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 40 hours per week for work performed over a 28 day period.

SECTION 3. Shift Premium. When a police 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 police 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.

The shift premium will not be added to the wage rate for computing overtime. As an example, if an employee who works the afternoon shift is held over for four hours on the third shift, the employee shall be paid the third shift premium for the four hours worked and be paid time and one-half of his base rate for the four hours worked as overtime.

SECTION 4. A) Effective July 24, 1994, patrol officers with seniority who are assigned by the Chief of Police or his designee to a road patrol platoon shall be assigned to either the day (first), afternoon (second) or midnight (third) shift and shall remain on that same shift for eighty-four consecutive calendar days (three twenty-eight day cycles), except as provided in this paragraph. At the end of each eighty-four day cycle, these officers shall be rotated to a different shift, in a "MAD" (midnight/afternoon/day) sequence.

Notwithstanding any other provisions in this paragraph, the Chief of Police or his designee may (1) assign a probationary employee to any shift for a minimum of seven consecutive calendar days for training purposes; and (2) may change any patrol officer's shift assignment due to another patrol officer's retirement, resignation, layoff, promotion, transfer, leave of absence, sick leave, or change in the number of patrol officers deployed on shifts, or other legitimate operational reasons. Such re-assignment shall not be made arbitrarily or capriciously or solely for discipline purposes.

B) At the discretion of the Department, training assigned to a patrol officer shall be conducted on a nine hour work day, including an unpaid lunch hour. If the patrol officer does not work his/her regular assigned shift that day, the training time shall not be considered to be overtime. The department reserves the right to adjust the patrol officer's work schedule for training purposes.

C) Patrol officers who are required to report to the 27-1 District Court while off duty shall earn overtime as described in Article XI, Section 1b, which must be recorded as compensatory time unless the maximum accumulation is reached, as specified in Article XI, Section 5. In the event the Officer has reached the maximum accumulation, the Officer's overtime shall be recorded for pay. All 27-1 District Court compensatory time will be recorded separately from all other overtime taken as compensatory time, with a combined total as specified in Article XI, Section 5. Officer's 27-1 District Court comp time must be taken as time off prior to being granted any single eight (8) hour vacation days when there is at least eight (8) hours of 27-1 District Court comp time on the books.

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 (1 1/2) 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.

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

B. For time spent attending 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 an 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 an employee's tour of duty, such overtime will be paid according to actual time worked as in Section 1 (A).

D. For the purpose of determining eligibility for overtime, the following applies:

(1) Employees who have leave days contiguous to vacation will be considered as being on vacation for the entire time off.

(2) Employees on vacation, as defined in D (1) above, cannot be ordered by the City to work overtime, except for emergencies after all other available members are ordered in.

(3) Employees' attendance at court, duty-related hearings, internal disciplinary hearings and training, on a scheduled leave day, is not considered a work day for overtime eligibility purposes for Sections 2 and 4 of this Article.

E. Overtime shall be awarded on a seniority basis to eligible employees.

F. Section 2 does not apply to training and certain voluntary assignments, mutually exempted by the City and the Police Officers Labor Council (including but not limited to, SWAT, crime prevention, explorers and honor guard).

SECTION 2. Duty overtime (scheduled shift). When scheduled overtime is available for special events and all non-emergency extra duty assignments, the procedure in Section 4 (platoon short overtime) will be followed.

SECTION 3. Call-In Over Time (unscheduled shift). A. 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 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.

B. Employees shall be called in the following order, by seniority:

1. Employees of the uniform platoon working the subsequent shift.
2. All other uniform personnel working the subsequent shift.
3. All employees of the uniform platoons working the preceding shift.
4. Employees on leave from all uniform assignments.
5. Employees on vacation.
6. All other eligible employees.

SECTION 4. Platoon Short Overtime. For the purpose of this Section, shifts will be defined as Day shift, 7:00 a.m. to 3:00 p.m., afternoon shift, 3:00 p.m. to 11:00 p.m., and midnight shift, 11:00 p.m. to 7:00 a.m.

When a platoon that is working a specific shift is shorthanded due to manpower shortage, the following procedure will be followed in the order listed.

OVERTIME AWARDED TO:

1. Those on leave on the date and from the affected platoon.
2. Those on leave on the date and from other platoons, including special operations and traffic by seniority basis.
3. Those working the immediately preceding contiguous tour of duty for 8 hours.
4. Those working the immediately following contiguous tour of duty for 8 hours.
5. Those as in 3 and 4 above who agree to work 4 hours each including those assigned to special operations and traffic.

For vacancies of 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), of 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 an overtime assignment for platoon short overtime is not filled voluntarily MANDATORY OVERTIME will be assigned in the reverse of the above sequence and by inverse seniority, utilizing regular platoon members first.

After all other patrol officers have been offered overtime and prior to forced overtime, and other patrol officers on leave days assigned to details attached to the department (DARE, Detective Bureau, ETC.) and secondly detached assignments (except DRANO), may be offered 8 hours overtime. (May not be ordered except in exigent circumstances).

An employee who is working on a shift as a result of trading days or shifts, with another employee, cannot be forced to work platoon short overtime, on the shift before or after the one he/she is working.

SECTION 5. Compensatory Time. A police officer may accumulate up to 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 on a standard form 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 60 straight time hours, in which event the employee may designate hours to be accumulated up to the 60 hour maximum and shall be paid the balance in excess of 60 hours; and
- (4) if the employee has not taken accumulated compensatory time as of the ending date of each contract year, the City shall pay the compensatory time accumulated as of that date. This payment will be made on the second Friday of the month following the ending date of each such contract year, and shall be based on the rate of pay in effect when the compensatory time was earned.

ARTICLE XII - LEAVE PRIVILEGES

SECTION 1. Any employee who has 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 into the Armed Forces.
- B. Physical or mental disability (except when the Family and Medical Leave Act requires a leave for an employee).
- 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 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 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. SICK LEAVE IN LINE OF DUTY.

- 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 the Workers' Compensation Act benefits and the employee's base wage, not to exceed 100 working days from the date of each injury or illness. After one hundred (100) working days, if the employee is still eligible for sick leave, he/she may supplement the Workers' Compensation benefits with accumulated overtime, sick leave, and vacation leave, in that order. Such sum or sums of money sufficient when added to his/her Workers' Compensation benefits shall be equal to his/her full wage at the time of his/her injury. A re-injury or illness which occurs at work, after the employee returns to unrestricted duty or light duty in which the employee is not at fault, will start a new one hundred (100) working day period.
- C. When all such times shall be exhausted, the City shall carry the employee at his/her full wage and the City Council shall, at this time, in conjunction with the City Physician and Department Head, review such disability case. At such time, or after twelve (12) months or if the disability appears to be permanent and that the employee will not be able to return to work, the case will 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 A. In cases of dispute between the employee's physician and the City physician, the City and 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 prisoners, etc.). Employees will not be assigned to work outside the station or to duties that may result in physical confrontation.

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 only parents, grandparents, children, brothers, sisters and spouse of the employee and any other persons who are normally members of employee's household. Such leave shall not to 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, transferred to another department without break in service or returning from an authorized leave of absence.

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

E. An employee on sick leave shall notify his/her immediate supervisor prior to his tour of duty, at least one hour before, the first day and at least two hours before every day thereafter in a continuing type illness. If the illness is of a serious type and the employee will be off for an extended length of time, over five (5) days, then he/she need not call in every day but he/she must notify the Department Head at least 24 hours prior to his return to duty.

F. Whenever the personnel department or appointing authority has reason to believe that sick leave is being abused or misused, the appointing authority shall investigate and report the results of such investigation to the personnel department.

G. If the City Council determines that employee is abusing his sick leave benefit, such employee shall be subject to the penalties provided as follows:

(1) For an abuse of sick leave, the City Council may order the accumulation of sick leave to cease for a period of up to twelve (12) months, or

(2) The City Council may order a reduction of the accumulation credited to said employee of up to twelve (12) days.

(3) Any moneys paid for sick leave in violation of its uses shall be ordered reimbursed or deducted from future earnings, and continued or flagrant violation of sick leave privileges shall be grounds for dismissal.

H. When sick leave taken, amounts to less than a full working day, one-half (1/2) sick leave day may be charged at the discretion of the personnel department.

I. The employee may be required by his/her department supervisor or the City Council to produce evidence in the form of 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 may determine whether or not the employee is able to return to full duty, limited duty or not able to return to work.

SECTION 4. FAMILY AND MEDICAL LEAVE. The City shall comply with State and Federal laws as to pregnancy disability and family leave for employees, subject to the provisions of Article XII, Section 2.

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 leave as of the 01/31/94 pay rate.

A. A combination of sick and vacation time, up to eighty-nine (89) days at the employee's 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 days as follows:

Start to 3 Years	1 1/3 Day/Month	16 Days
3 + Years to 10 Years	1 2/3 Day/Month	20 Days
10 + Years to 15 Years	2 Days/Month	24 Days
15 + Years to 20 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 regular full time employee may accumulate with approval in writing of the appointing authority up to forty (40) days vacation leave.

C. An employee, subject to the prior approval of the Chief of Police or his designated representative, may take any amount of his/her earned vacation leave at any time during the calendar year. However, employees who have less than ten (10) days of accrued vacation leave at the start of any vacation period shall not be required to take vacation leave for that period.

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

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

F. On separation from 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. Vacation leave may be taken in 1/4 day increments.

J. If an employee who has vacation leave approved for one week or more is transferred to another assignment, the previously approved vacation leave shall be granted regardless if an overtime situation exists.

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 Day
6 Sick Days Used	0 Vacation Bonus Days

Subsequent computations shall be based on the prior year's experience and shall be pro-rated (on an annual basis) for new employees.

SECTION 3. PERSONAL LEAVE DAYS. Three personal leave days, non-accumulative, may be taken per fiscal year. Two personal leave days shall be granted provided an overtime situation is not created. One personal leave day shall be granted regardless if an overtime situation is created.

ARTICLE XV - FUNERAL LEAVE

SECTION 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 the 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, son-in-laws, daughter-in-laws, brothers, sisters, grandparents, stepbrothers and stepsisters, and spouse of the employee and 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/her spouse.

SECTION 2. Leave requests beyond the above provisions shall be requested through the appointing authority.

ARTICLE XVI - LONGEVITY PAY

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

After six (6) years of continuous service, \$20 per year = \$120, \$20 per year to a maximum of \$500 for each additional year of service (up to and through twenty-five (25) years)

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 in fact 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

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

Holiday pay shall be paid the first Friday in November for each contract year, except if an equipment breakdown or an emergency occurs, as determined by the Finance Director. The Finance Director will notify the Treasurer of any such breakdown or emergency.

Effective November 1, 1993, holiday pay will be calculated at 6.4% of the employee's current base pay.

Effective November 1, 1994, holiday pay will be calculated at 6.45% of the employee's current base pay.

Effective November 1, 1995, holiday pay will be calculated at 6.50% of the employee's current base pay.

ARTICLE XVIII - GUN ALLOWANCE

An annual gun allowance of three hundred sixty-five (\$365.00) dollars will be postpaid as follows: (except for equipment breakdowns and emergencies as determined by the Finance Department. The Finance Department shall notify the City Treasurer).

One hundred eighty-two and 50/100 (\$182.50) in the first Friday of the new fiscal year in October of each year.

One hundred eighty-two and 50/100 (\$182.50) in the first week of April of 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.

The postpaid fringe is prorated when an employee comes into service and is also prorated when an employee terminates service.

ARTICLE XIX - UNIFORM ALLOWANCE

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

- 02/01/93: \$650.00 per year
- 02/01/94: \$700.00 per year
- 02/01/95: \$750.00 per year

The above payment shall be made in equal amounts in the first Friday of the new fiscal year in October and the first week of April (except for equipment breakdowns and emergencies, as determined by the Finance Department. The Finance Department shall notify the City Treasurer).

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

ARTICLE XX - HEALTH INSURANCE

SECTION 1. Subject to Section 5 E, 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 percent (100%) of the premiums for such insurance during the term of this Agreement.

- A. Blue Cross/Blue Shield PPO
 - Trust 15 Plus 15
 - Comp. Semi, D45NM
 - MVF-1, SAT2, SOPTE
 - GLE1,FAERC
- B. Master Medical 1- POV/80/20 co-pay - \$100/\$200 deductible
Excluding Drugs
- C. Prescription Drugs \$5.00 MAC, ADPBP
- D. Vision Series VCA-80 with Rider FLVS free-standing
- E. Group Dental Care free-standing
 - Class I- 100%
 - Class II - 80%
 - Class III - 50%
 - \$1,000.00 per year for Classes I, II and III
 - Class IV - Orthodontics Services 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 Sections 2 and 3 is made available in lieu of the above coverage described in Section 1 (subject to the eligibility requirements of Section 5 E):

SECTION 2: DOUBLE COVERAGE

A. An employee shall not have coverage under both the 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.

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 \$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 percent (100%) of the premiums for such insurance during the term of this Agreement.

A. **HOSPITALIZATION:** Blue Care Network Plan #21101. (HMO); or Select Care PPO premier benefit plan A (provided the required minimum number of members sign up during the annual open enrollment period, 75% of group)

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

\$1,000.00

C. **VISION CARE:** Vision care group benefit certificate series VCA-80, 4770 Rider, FLVS 4764 Freestanding.

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. HOSPITAL INSURANCE FOR RETIREES.

At the retiree'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 while a retiree.

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 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 retiree'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 provision 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. 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 retired employee shall receive a post paid allowance in the amount of \$100.00 for each month that said retired 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 retiree's coverage under his/her spouse be terminated, the retired 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 Article shall be effective for an employee commencing with his 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 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. Subject to the provision of the Drug Program, in Article XXVII.

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.

SECTION 5E. Patrol Officers hired after January 1, 1994 shall be eligible for health insurance as described in Sections 1-3 after three (3) months of continuous service. Patrol Officers may elect to pay the premium for health insurance for themselves and/or their families during the three month waiting period.

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 Thirty Thousand dollars (\$30,000.00).

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) dollars.

ARTICLE XXII - LONG TERM DISABILITY

SECTION 1: The City will provide and bear the cost of Long Term Disability Insurance for regular classified employees. Coverage shall be provided by a carrier of the City's choice of by self-insurance.

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
Waiver of premium

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, except when a waiver of premium is in effect..

ARTICLE XXIII - DEATH BENEFIT

If an employee is killed or dies from injuries incurred in the line of duty, the next of kin (as defined in workers' compensation) shall receive twenty-six (26) bi-weekly pays at the deceased's rate at time of death, but no fringes.

ARTICLE XXIV - MISCELLANEOUS WORKING CONDITIONS

SECTION 1. Members shall be allowed to exchange shifts and days off with the approval of their 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 or schools benefiting both the City and the member, shall be considered as attending his normal tour of duty while attending or traveling to and from these sessions. The City shall pay the 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 when necessary but not at home costs. Upon completion of accredited college courses a permanent record of same shall be placed in the member's service file.

SECTION 3. Members shall be reimbursed when parking expenses are incurred in connection with official police duties when parking facilities are not provided.

SECTION 4. If a member is directed to use his 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 5. Step-Up Pay. An employee working in a classification above his/her own will be compensated at the higher rate starting with the second consecutive tour of duty. For the purpose of training in this higher classification the member may waive the payment of step-up pay. This waiver will remain in effect for up to one year for training in this higher classification and then may be extended if needed by the member involved.

SECTION 6. The City shall establish and maintain a petty cash account from which officers may get cash advances necessary for the performance of their duties. All such advances shall be approved by the Chief of the Police Department or his designee.

SECTION 7. The City will continue to provide legal counsel and indemnify officers arising out of lawsuits covered by the Municipal Liability Coverage in effect at the time the incident occurred. A copy of said insurance policy shall be furnished to the Union. The City agrees to pay any claims, suits, or judgments which may arise out of such actions.

SECTION 8. Employees assigned to jury duty will receive their full wages and benefits, provided they turn the jurors' fee over to the City. Employees' attendance at jury duty shall be considered their work day. No overtime will be paid unless required by Article XI (hours spent in jury duty shall not be considered hours worked for purposes of computing overtime).

ARTICLE XXV - HEALTH AND 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 commanding officer, and if the equipment is found to be in such condition, the vehicle shall be immediately taken out of service.

SECTION 2. All marked and semi-marked patrol vehicles shall have a safety screen installed between the front and rear seats.

Effective October 1, 1993, new patrol vehicles put into service will also have a transparent solid barrier between the front and rear seats.

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 chamber when not in use. Shotguns will be loaded and unloaded out of doors.

SECTION 5. Prisoner Transport. There will be no changes in the current prisoner transport policy without mutual consent.

ARTICLE XXVI - INTERROGATION AND DISCIPLINARY PROCEDURE

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

1. The interrogation of any police officer member shall be at a reasonable hour, preferably 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. Whenever possible, an officer working after midnight, whose tour of duty is changed, shall have a least eight (8) hours between tours to obtain sufficient sleep.
2. The interrogation shall take place at a location designated by the investigating officer and shall take place at the police station.
3. The member of the department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the officer who is conducting the interrogation and the identity of all persons present during the interrogation.
4. 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 shall be provided along with a copy of the citizen complaint form. If it is known that a member of the department is being interrogated as a witness only, he or she shall be so advised.
5. In all cases wherein a member is to be interrogated concerning an alleged violation of the department rules and regulations which, if proven, may result in his dismissal from the service or the infliction other disciplinary punishment upon him/her, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with a Police Officers Labor Council representative before being interrogated.
6. The representative may be present during this interrogation, but 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 representation up to 1:00 P.M. of the day following the notification of interrogation. (Excluding Saturday, Sunday and Holidays).
7. 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.
8. The member shall not be subjected 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 conduct can become the subject of disciplinary actions resulting in disciplinary punishment.
 - A. The refusal by a member of the department to answer pertinent questions concerning any non-criminal 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.
9. The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions 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.
10. If a member is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be advised of his/her constitutional rights.
11. No member of the bargaining unit shall be required to subject himself to a polygraph examination except as herein provided:

A. There has been a final judicial determination in a criminal action brought against a member, or denial of the warrant in such matter.

B. The results of a polygraph examination taken pursuant to this subsection may only be used as supportive evidence in the determination of guilt or innocence in a trial board proceeding.

C. A member shall not be subject to discharge action for refusal to submit to a polygraph examination.

12. In the event the Police Officers Labor Council concludes that a member was unjustly disciplined or dismissed, it may, within ten (10) calendar days after receipt of the judgment, appeal said judgment through the grievance procedure, Step 5 (arbitration).

13. Whenever employees have been subject to interrogation or have been required to provide any information which causes the possibility of disciplinary action for that employee, he/she shall be provided with the current information as to the status of said investigation upon request, and notified in writing upon completion.

ARTICLE XXVII - PENSION

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

Pension Ordinance Chapter 31, Amended, is hereby adopted by reference and made part of this contract.

1. 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 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, of age fifty-five (55) with ten (10) or more years of credited service.

4. City shall become a reciprocal Community under Act 88, Public Acts of 1961, as amended, the Reciprocal Retirement Act.

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

6. The City amends 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. 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 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 member's final average compensation more than twenty-five (25) percent.

7. 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.

8. The Union's representative to the Retirement Commission shall receive his/her regular hourly wage for all time spent attending Retirement Commission meetings which are held in City Hall; provided the representative was scheduled to be on-duty during the Retirement Commission meeting.

The Union's representative to the Retirement Commission shall receive his regular hourly wage while in attendance at an out-of-town MAPERS seminar approved by the Retirement Commission, provided the representative was scheduled to be on-duty during the seminar. This payment shall be limited to one seminar per calendar year and shall only be paid for the hours he/she was otherwise scheduled to work and shall not exceed three (3) day per year.

Time paid under this section shall be considered time worked for purposes of calculating the representative's entitlement for overtime compensation.

ARTICLE XXVIII - EDUCATION BENEFITS

The City shall pay up to \$400.00 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.

ARTICLE XXIX - DRUG TESTING

SECTION 1. PURPOSE The City of Wyandotte and the Union 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. The City shall request members of the Police and Fire Commission to submit to comparable drug testing.

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 Police Officer's physical and mental health, and thus, job performance.

Where Police Officers 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 on June 1, 1991.

SECTION 3. DEFINITIONS

- A. Police Officer -- Those sworn employees of the Department who are members of the Union and hold rank below Sergeant.
- B. Supervisor -- Those sworn Police Officers holding a rank of Sergeant or above.
- C. Drug Test -- The compulsory or voluntary production and submission of urine by a Police Officer in accordance with departmental procedures for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific objective facts, and any rationally derived inferences from those facts, about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.
- E. 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.
- 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 Police Officers while on and off duty.

1. No Police Officer shall illegally possess any controlled substance.
2. No Police Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Police Officer 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 Police Officer's health and safety.
4. Discipline of Police Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and regulations, policies and procedures and the collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Physician determines that a Police Officer's drug test was positive, the Police Officer may be immediately relieved of duty pending a Department investigation at the discretion of the Police Chief or his designee.

B. Police Officer Drug Testing

1. Police Officers 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 Police Officer 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 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 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 Police Officer to take a drug test upon documented probable cause that the Police Officer is or has been using drugs. A written summary of the facts and supporting order shall be made available to the Police Officer prior to the actual test. If such Police Officer'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 Police Officer 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 Police Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Police Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last 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 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 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 Police Officer 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 Police Officer to ascertain and documents 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 Police Officer enters it to produce a urine sample, and document that it is free of any foreign substance.

5. Where a Police Officer 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 Police Officer 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 Police Officer may 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 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 Police Officer 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 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:

<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. Police officers 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 Police Officer's personnel file upon the Police Officer's request.

8. Any Police Officer 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 Police Officer's job duties.

J. Procedures For Implementation Of The Last Chance Agreement

1. A Police Officer 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 change agreement, except for a Police Officer who had previously declined reasonable suspicion testing as provided in Section 4, B, 5.

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

3. The Police Officer 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 change 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 Police Officer 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. Police Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.

6. The Police Officer 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 Police Officer 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 Police Officer must submit to periodic urinalysis on a timetable as may be determined by the Chief.

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

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

11. The Police Officer must be advised that the Police Officer 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 Police Officer 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 Police Officer 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 Police Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. The Police Officer 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 Police Officer 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 Police Officer 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 Police Officer 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 Police Officer 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 _____, 1994

Police Officer

_____ **Union Representative** **Police Chief**

**CITY OF WYANDOTTE POLICE PATROL OFFICERS WAGE SCHUDLE
APPENDIX " A" WAGE SCHEDULE**

FEBRUARY 1, 1993 - JANUARY 31, 1994

	START	6 MONTHS	1ST YEAR	2ND YEAR	3TH YEAR	4TH YEAR
PATROL	\$26,707.20	\$27,913.60	\$30,284.80	\$32,656.00	\$35,027.20	\$37,419.20
OFFICER	\$1,027.20	\$1,073.60	\$1,164.80	\$1,256.00	\$1,347.20	\$1,439.20
	\$12.84	\$13.42	\$14.56	\$15.70	\$16.84	\$17.99

FEBRUARY 1, 1994 - JANUARY 31, 1995

	START	6 MONTHS	1ST YEAR	2ND YEAR	3TH YEAR	4TH YEAR
PATROL	\$26,977.60	\$28,184.00	\$30,596.80	\$32,988.80	\$35,380.80	\$37,793.60
OFFICER	\$1,037.60	\$1,084.00	\$1,176.80	\$1,268.80	\$1,360.80	\$1,453.60
	\$12.97	\$13.55	\$14.71	\$15.86	\$17.01	\$18.17

FEBRUARY 1, 1995 - JANUARY 31, 1996

	START	6 MONTHS	1ST YEAR	2ND YEAR	3TH YEAR	4TH YEAR
PATROL	\$27,788.80	\$29,036.80	\$31,512.00	\$33,987.20	\$36,441.60	\$38,937.60
OFFICER	\$1,068.80	\$1,116.80	\$1,212.00	\$1,307.20	\$1,401.60	\$1,497.60
	\$13.36	\$13.96	\$15.15	\$16.34	\$17.52	\$18.72

Within seven (7) days after the execution of this Agreement, each patrol officer on the payroll shall receive \$500.00, less applicable federal and state taxes.

APPENDIX "B"

POLICE OFFICER

GENERAL STATEMENT OF DUTIES: Perform general duty police work in the protection of life and property through the enforcement of laws and ordinances; does related work as required.

DISTINGUISHING FEATURES OF The CLASS: This is general duty police work consisting of routine patrol work in an assigned area, preliminary investigation and miscellaneous duties incidental thereto performed in accordance with departmental rules and regulations. A senior officer regularly checks the work and gives specific instructions and assistance when special problems arise, although a Police Officers is required to exercise initiative and discretion when faced with emergency conditions. The work involves an element of personal danger. A Police Officer may be assigned to make plainclothes investigations.

EXAMPLES OF WORK (Illustrative Only):

Enforces the laws and ordinances of the City and all other pertinent laws;
Patrols an assigned area during a specific period in motorized police equipment or on foot;
Checks doors and windows and examines premises of unoccupied buildings or residences in order to detect any suspicious conditions;
Investigates suspicious conditions and complaints and makes arrests of persons who violate laws and ordinances;
Accompanies prisoners to headquarters, jail or court and appears in court as arresting officer;
Testifies in court as required;
Directs traffic and either arrests or gives violation tickets to those who break traffic laws;
Checks automobile parking in restricted areas and gives violation tickets when necessary;
Works at desk and answers telephone, dispatches patrol cars, operates radio transmitter, maintains records, prepares reports and performs other clerical and administrative duties;
Attends fires or accidents in assigned area as directed, gives all possible assistance and prepares necessary reports;
Maintains order in crowds and attends parades, funerals and other public gatherings;
Searches for stolen cars and wanted or missing persons;
Makes investigations and enforces City and State laws pertaining to juvenile offenders;
Answers criminal complaints and takes necessary corrective action;
Gives advice and general information to the public;
Oversees custody and care of prisoners when assigned to jailor duty;

Prepares comprehensive reports of activities for review of superior officers;
Acts for Police Sergeant in his absence as directed;
Relief for Court Officer (when he/she is on vacation or off on other leave);
Check abandoned vehicles on the street;
Parking enforcement;

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good social and general intelligence; ability to understand and carry out complex oral and written instructions; good knowledge of first aid methods; good judgment; ability to drive an automobile; some skill in the use of firearms; good powers of observation and memory; excellent moral character; physical strength and agility; excellent physical condition.

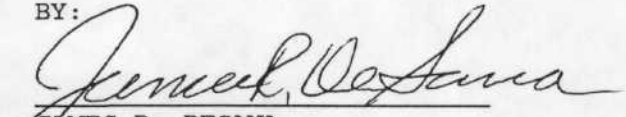
ACCEPTABLE EXPERIENCE AND TRAINING: Completion of a standard high school course and High School Diploma from an accredited High School.

EXECUTION.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives effective as of the day and year first above written.


CITY OF WYANDOTTE A MICHIGAN MUNICIPAL CORPORATION
POLICE OFFICERS LABOR COUNCIL

BY:



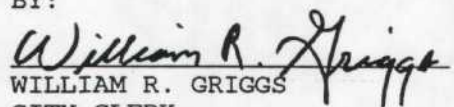
JAMES R. DESANA
MAYOR

BY:



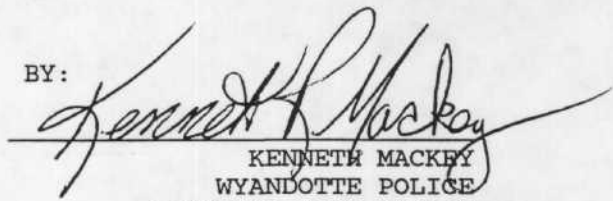
RICHARD ZIEGLER
POLICE OFFICERS LABOR COUNCIL
REPRESENTATIVE

BY:

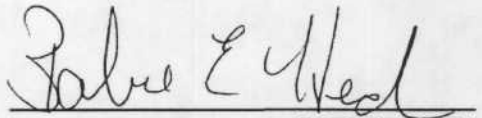


WILLIAM R. GRIGGS
CITY CLERK

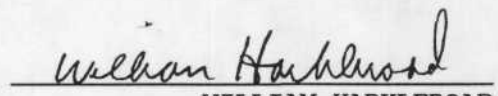
BY:



KENNETH MACKEY
WYANDOTTE POLICE
OFFICERS ASSOCIATION



BOBBIE HECK
WYANDOTTE POLICE
OFFICERS ASSOCIATION



WILLIAM HARKLEROAD
WYANDOTTE POLICE
OFFICERS ASSOCIATION

Dated: 11/23/95 at Wyandotte, Michigan