

ORIGINAL

AGREEMENT

Between

CITY OF PLYMOUTH

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)

Effective July 1, 2021 to June 30, 2025

CITY OF PLYMOUTH
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AGREEMENT

This Agreement made and entered in this _____ day of _____, 2021, effective July 1, 2021, to and including June 30, 2025, between the City of Plymouth, hereinafter referred to as the Employer, and the Police Officers Association of Michigan (POAM), hereinafter referred to as the Union.

ARTICLE I
PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depends upon the Employer's ability to continue to provide proper services to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

1.2 The City and the Union agree to the public safety concept subject to terms and conditions to be negotiated. In the event that an agreement on terms and conditions for the public safety concept cannot be met the issue will be subject to Act 312 Arbitration.

ARTICLE II
RECOGNITION

2.1: Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Police Officers Association of Michigan as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the unit of regular full-time Patrol Officers and Public Service Officers of the Plymouth Police Department (hereinafter called the "Unit").

2.2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Plymouth Police Department and the employees therein are vested solely and exclusively in the Employer.

2.3: The Employer and the Union agree that for the duration of this Agreement, neither shall discriminate against any job applicant or employee in the Unit because of any reason made unlawful by state or federal law, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment in the Unit because of his membership or non-membership in the Union.

2.4: The Union agrees that, except as specifically provided for in the terms and provisions of this Agreement, and except for discussions of contract interpretation and grievances as herein provided for, employees in the Unit shall not be permitted to engage in Union activity during working hours.

2.5: The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III UNION SECURITY

3.1: Agency Shop. All employees in the Unit shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other Employees in the Unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and the Union's regular and usual dues. For present regular full-time Employees in the Unit, such payments shall commence thirty-one (31) days following the date of employment.

ARTICLE IV DUES CHECK-OFF

4.1: During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any Employees in the unit who are members of the Union all dues and/or initiation

fees of Police Officers Association of Michigan, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Union.

4.2: Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the second pay period of the month. Deduction of initiation fees will be made in two equal installments from wages payable on the two pay periods immediately following the effective date of authorization. Dues deducted from any calendar month by the Employer will be remitted to the designated finance officer of the Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of those employees who have signed checkoff authorizations and whose dues have been deducted from their pay checks. Where an employee, who is on checkoff, is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made in the following months.

4.3: Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union in the same manner as prescribed above for the deduction and transmission of Union dues and initiation fees.

4.4: Hold Harmless. The Union agrees to hold the City harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

ARTICLE V STEWARDS

5.1: The Employer recognizes the right of the Union to designate a Steward and alternates from the seniority list of the unit described in Section 2.1. Once a Steward and alternates are selected, their names will be submitted to the Police Chief and the City Manager for their information.

5.2: The authority of the Steward and alternates so designated by the Union shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers, provided, such messages and information:
 - 1. have been reduced to writing, or
 - 2. if not reduced to writing are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the work of the Police Department.
- C. The Steward shall be permitted reasonable time after notification to his supervisor so that arrangements can be made for his release to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

ARTICLE VI
UNION RIGHTS

6.1: Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the Steward for the Union.

6.2: Special Conference. Special conferences on important matters will be arranged between the Union and the Chief of Police, the City Manager or a designated representative upon the request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Union. Arrangements for such special conferences shall be made five (5) regular work days in advance whenever possible and an agenda of the matters to be taken up at the meeting shall be

presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items. Conferences shall be held on a work day. Work days shall be Monday through Friday during regular City Hall hours.

ARTICLE VII
WORK STOPPAGES

7.1: No Strike or Lockout. There shall be no strikes, concerted failures to report for work, slowdowns, or stoppages of work, nor any lockouts, during the term of this Agreement, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

7.2: The City shall have the right to discipline up to and including discharge, any employee who is responsible for, participates in, or gives leadership to any activity herein prohibited.

ARTICLE VIII
MANAGEMENT RIGHTS

8.1: It is understood and agreed that management possesses the sole right to conduct the City's business and to carry out its obligations and that all management rights repose in it, except that such rights are subject to those conditions, requirements and limitations imposed by law and that said rights must be exercised in a manner consistent with the provisions of this Agreement. These rights include, but are not limited to, the following:

- A. To determine the structure, mission and policies of the Police Department, in accordance with the City Charter, ordinances of the City, laws of the State of Michigan and the Constitution of the State of Michigan and the United States of America.
- B. To determine the facilities, methods, means, composition and members of its work units and

number of personnel; to designate the manning levels needed to carry out the Department mission, and to introduce and try new or improved methods, equipment or facilities without such trial or introduction establishing a binding work practice.

- C. To make rules, regulations and procedures relating to the operation of the Department, the performance and deployment of its members.
- D. To create and administer a personnel system including classification, examination, selection hiring, retention, promotion, assignment or transfer of members pursuant to law and rules and regulations of the Department.
- E. To discipline or discharge members for cause in accordance with rules and regulations of the Department.
- F. To establish such standards of work effectiveness, performance and appearance as may be necessary to accomplish the mission of the Department.
- G. The Union recognizes that the City has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or sub-contracting is vested in the City. The right to contract or subcontract shall not be used for the purpose of undermining the Union or to discriminate against any of its members.

ARTICLE IX
SENIORITY

9.1: Sworn Police Officer Seniority. Seniority shall be defined as an officer's continuous full-time employment with the Plymouth Police Department since his/her last hiring date. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Department as a police officer of the Department and since which date he/she

has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to authorized leaves, vacations, layoffs, or during a promotional probationary period if promoted out of the bargaining unit to a position within the Police Department.

9.2: City Seniority. A sworn officer with prior non-sworn City services shall not lose benefits to which he/she may be entitled based on such prior service and which are transferable to the Police Department except that such prior City service shall not allow that person to exercise a selection privilege or right over other police officers already in the bargaining unit.

9.3: Probationary Period. All new patrol officers shall be probationary employees until they have completed twelve (12) consecutive months as a certified police officer with the City of Plymouth and pass an FTO program. During the probationary period, "probationary officers" shall not be eligible for assignment or selections to specialty positions such as "detective, ordinance officer, bike patrol, school liaison, etc". It is the intent of this understanding that "probationary officers" dedicate their time to road patrol functions in order to be fully evaluated for the FTO program. Once the "probationary officer" has been released from the FTO program, he/she will be eligible for assignment/selection to those positions.

9.4: Probationary Employee Shift Coverage. Two (2) "probationary officers" shall not be utilized to fulfill the minimum manning level" as outlined in 22.11 in the current contract. In the event that the manning level of a shift is reduced to one probationary officer, only non-probationary officers may be utilized to fill the shift.

9.5: Probationary Employee Termination. A probationary patrol officer may be terminated in the sole discretion of the employer without regard to relative length of service. In the event of such termination, the employer will give written notice thereof to the Union. With approval of the terminated employee, the notice shall state the reason for such termination.

9.6: Seniority List. A seniority list covering bargaining unit employees will be maintained in a current status and posted on the unit's bulletin board. An employee will not lose his/her

position on that list except when seniority is terminated as herein described.

9.7: Loss of Seniority. A bargaining unit member's seniority shall terminate:

- A. If the member resigns, retires or is justifiably discharged.
- B. If the member is absent without authorization for three (3) full shifts of work without making proper notification to the Department unless the member can demonstrate that such lack of notification was the result of an inability to communicate with the Department.
- C. If, following a layoff for lack of work or funds, he fails or refuses to notify the Chief or his designee of his intention to return to work within three (3) work days after a written notice, sent by certified mail, of such recall is sent to his/her address on record with the City, or, having notified the Chief or his designee of his/her intention to return, fails to do so within ten (10) calendar days after such notice is sent.
- D. When he has been laid off for lack of work or funds for more than twenty-four (24) consecutive months.
- E. When, for any reason other than authorized absences and layoffs resulting from lack of funds and/or work, a bargaining unit member performs no work in the Department for a period of one (1) year. Extensions of six (6) months may be mutually agreed to when supported by competent medical evidence.
- F. When certified as permanently disabled from employment as a police officer by competent medical authority. Such disability certification may be the subject of arbitration by either party.

- G. If a bargaining unit member accepts employment with another employer or actively engages in business for him/herself while on paid sick or bereavement leave, such employment will subject the member to automatic termination of seniority except as otherwise mutually agreed by the parties to this contract.

ARTICLE X
LAYOFF AND RECALL

10.1: If it becomes necessary to layoff members of the bargaining unit, probationary patrol officers shall be laid off first. Prior to that point, non-police officer members of the Department (other than dispatchers) shall be laid off. Thereafter, if it is necessary to further reduce the number of members in a job classification, such members shall be removed on the basis of their classification seniority in inverse order of that seniority. Bargaining unit members, so considered for layoff, may exercise their seniority in any other job within the unit not subject to the promotional process and shall assume seniority status based upon the member's years of service as a sworn officer. Laid off employees shall be recalled in accordance with their classification seniority. The Chief shall give written notice to the Union, and to those members affected, of any proposed layoff. Such notice will state the reason therefore and shall be provided at least one (1) week before, the effective date thereof.

ARTICLE XI
PROMOTIONS

11.1: Position Posting and References. In the event of a declared vacancy or newly created position, a bargaining unit member may transfer on the basis of seniority and qualifications. In all such cases vacancies and/or newly created positions shall be posted in a conspicuous place in the Police Department at least thirty (30) calendar days in advance of the administration of any written examination to fill the vacancy or position. Only those who are, in the opinion of the Chief, qualified for the vacancies or new positions shall be selected therefore except as may be otherwise provided by the qualifications and procedures set forth for promotion within

this contract. Resource materials and texts covering the scope of the written examination will be identified as part of the posting when known and will be made available for eligible and qualified bargaining unit members applying to take the written examination if possible. The identity of the test-creating agency and/or the topical categories contained in the test will also be made a part of the posting if known. Probation period and anticipated length of assignment shall also be made a part of the posting.

11.2: Probation for Promotions. Officers promoted under this provision of the contract shall serve a one (1) year period of probation and shall receive periodic evaluations of their progress. Evaluations will be provided at least quarterly. Any person, who, during this period of his /her probation wishes to return to their former rank, shall only have to submit a written request setting forth the reasons to the Chief.

11.3: Promotion. Promotion shall be accomplished in the following manner.

- A. To take the written examination for promotion a bargaining unit member must have a minimum of four (4) years employment as a certified police officer for the City of Plymouth or have a minimum of three (3) years employment as a certified police officer for the City of Plymouth and a minimum of one (1) year of experience as a certified police officer with another police department.
- B. All applicants must take a written examination.
- C. All applicants shall be given an oral examination. At least five (5) days advance notice of the Oral Board examination will be given prior to such oral examination. The scores prepared by the members of the Oral Board will be totaled and averaged, and the average derived will constitute the Oral Board score for purposes of computation of the "composite score".
- D. The Oral Board will be composed of two ranking police officers and one police officer of rank equal to Sergeant from outside of the City of

Plymouth. Members of the Oral Board will be mutually agreed to by the Chief of Police and the Union.

- E. No Oral Board member may sit in an examination of an applicant for promotion to Sergeant more than once. Oral Board members will be limited to officers currently employed full-time by a municipal police department. The Union may act as an observer during the Oral Board.
- F. A forty percent (40%) weight will be applied to the score of the written examination and a forty percent (40%) weight will be applied to the score of the Oral Board. A maximum of 20 percentage points will be awarded for a Chief's interview. The three scores will be added, and the result will constitute the "composite score".
- G. Seniority Points. One-half point per year up to and including fifteen (15) years of service based upon police officer seniority. (Maximum 7 and ½ points) will be added to the composite score in order to arrive at a "final" score which will rank order all successful applicants.
- H. An eligibility list of the applicants will be posted in the ranked order derived from the final score and shall remain in effect for a period of one (1) year. The Chief will select the top candidate on the eligibility list for the position or either of the top candidates in the event of a tie composite score.
- I. After the examination has been conducted, the individual applicant may review his/her own examination if it is available.

11.4: Promotions Outside the Unit:

- A. Any and all future promotions from within the bargaining unit to any position immediately outside the unit will be in accordance with this Article.

ARTICLE XII
LEAVE OF ABSENCE

12.1: Vacations. Each employee paid on an annual basis or on an hourly basis shall be allowed vacation in accordance with the following schedule:

12 months through 48 months	= 132 hours
49 months through 120 months	= 156 hours
121 months through 180 months	= 180 hours
181 months and over	= 204 hours

12.2: Vacation Eligibility. Employees must complete one (1) full year of service to be eligible for vacation.

12.3: Vacation Accrual. Vacations accrue during the twelve (12) month period beginning each July 1st (the beginning of the fiscal year) and ending June 30th. Accrued vacation time will be posted in each employee's vacation bank July 1st of the following fiscal year.

- A. A maximum of 130 hours of vacation time may be carried over into the next fiscal year.
- B. No employee is eligible to use vacation leave during his period of probation. Once the probationary period has been completed, the employee is eligible to use accrued and posted vacation time.

12.4: Anticipated Vacation. Six (6) days of annual leave may be anticipated before it is actually earned. In the event an employee either resigns or is discharged, a proper deduction from his final pay check shall be made for any anticipated vacation leave taken.

12.5: Vacation Usage. Vacation leave shall be used in not less than one (1) hour increments.

12.6 A. "Vacation Choice" will now be referred to as "Leave Choice".

- Employees shall continue to be allowed to use a combination of Personal, Vacation, and Compensatory Time for a Leave Choice.

- Leave choices will remain Protected Time.
- The time period eligible for Leave Choices is February 9th of the current year through February 8th of the following year.
- Leave Choices outside of the eligible time period may be approved at the discretion of the Chief of Police.
- Leave Choices will be bid upon during the following period each year, by seniority.

COMMAND STAFF

1st-3rd Choice January 1-10

PATROL:

1st choice January 11-25

2nd choice January 26-February 8

3rd choice February 9-February 22

- Time off shall not be limited to Leave Choice Selections.

- B. All approved time off is protected, unless a declared emergency exists. Should another employee want the same time off, Personal time is the only option, other than a shift trade. Approved vacation and comp time carry the same weight.
- C. Non-Choice leave will not be granted if training or other obligation is posted (and it causes overtime) Specialty officers will not be used except at the city's discretion to fill shift replacements.
- D. Overtime will not be paid to replace any Vacation or Comp time, except on a "short shift" due to extended illness or injury (doctor's care). A specialty officer may be removed from those duties and used to fill a position until the next shift bid. Management, the Command and officers' unions have sought to further clarify this definition and to codify when overtime will or will not be paid to replace officers requesting time off when a shift level falls to two (2) officers:

1. Time off will be granted and over time will be paid if the shift level reduction is caused by:
 - a. Reduction due to injury or extended illness.
 - b. Reduction due to lay off.
 - c. Death of an officer.
 - d. Reduction due to commission mandated staffing reduction.
 - e. Scheduling shifts created by management.
 - f. Decision not to replace a missing officer.
 - g. Replacement of missing officer goes beyond the first round of candidates.

It is the intent of the city to notify the union of its intentions regarding manning in a timely manner not expected to exceed 30 days.

2. Time off will not be granted, and overtime will not be paid if the reduction is caused by:
 - a. Resignation.
 - b. Retirement.
 - c. Termination.
 - d. Extended leave.
 - e. Military leave.

Pre-approved annual (1st-3rd choices) leave choices will be honored in "short shift" situations unless an emergency exists.

It is further understood that an officer will not use "Personal" time for time off on Christmas Eve (12/24) and Christmas Day (12/25), unless the time off requested is due to an emergency verified by a supervisor.

- E. Command Officers will sign the Leave Choice selections along with the Patrol Officers but will have priority on all selections. Command

choices supersede all Patrol Officers' choices. I.E. A Command Officer's 3rd choice would supersede all Patrol Officers' 1st, 2nd, & 3rd choice. The City agrees to pay overtime, if necessary, on Easter Sunday, Thanksgiving Day, Christmas Eve, and Christmas Day, for Command Officers using non leave choice time. Only one (1) replacement will be by force. If another officer wishes to be off, the City will pay for the overtime (1-1/2) if that officer can find his/her own replacement.

F. The City shall make every effort to accommodate time-off for as many officers as possible during the above listed holidays, as they have in the past.

12.7: Night Shift Following Court. In the event that officers are scheduled to work the night shift immediately following an appearance in court that has ended later than 1300 hrs., those officers may opt to use any combination of vacation, compensatory, or personal time regardless if overtime is created for the entire shift.

12.8: 40 Hour Vacation Buyback. During the term of the contract, all members of the POAM bargaining unit will be eligible to surrender up to forty (40) hours of earned Vacation Time in exchange for a cash payout of same at the end of each fiscal year, provided the same offer is provided to all employees of the City of Plymouth per the sole discretion of the City Manager and financial health of the City. The surrendered vacation time will be paid at the straight-time wage. For those that choose to take advantage of this benefit, the payout will be determined by the City.

ARTICLE XIII
LEAVE OF ABSENCE WITHOUT PAY

13.1: A leave of absence is a written authorized absence from work for not more than thirty (30) calendar days at a time and without pay. A leave shall be granted, denied or extended in the exclusive discretion of the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his application. Only permanent

full-time employees who have worked continuously for the Employer for one (1) year or more may be granted leaves of absence.

13.2: All leave requests shall state the exact date on which the leave begins and the exact date on which the employee intends to return to work. Any employee who gives a false reason for a leave may be subject to discipline including discharge, if the situation so warrants.

13.3: Failure to return to work on the exact date scheduled may be cause for disciplinary action.

13.4: Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate disciplinary action.

13.5: No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.

13.6: Upon the return of an employee from an extended leave of absence, he shall be re-employed at work generally similar to that which the employee was doing before he left for leave and at the prevailing rate of pay for that job, if available.

13.7: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling their annual field-training obligations or required tours of active duty. Applications for leaves of absence for such purpose must be made as soon as possible after the employee receives information as to dates.

ARTICLE XIV UNION TIME OFF

14.1: The City agrees to grant up to four (4) duty days off, without pay, to designated representatives of the bargaining unit for the purpose of attending Union-sponsored functions. Requests for such time off shall be submitted not less than ten (10) regular work days in advance and shall state the length of

time the employee will be off. Such leave shall not involve more than one on-duty employee at a time. Time off to attend negotiations shall involve not more than one (1) on-duty employee.

ARTICLE XV
PERSONAL LEAVE DAYS

15.1: Each employee paid on an annual basis or an hourly basis shall be allowed four (4) days of personal leave, subject to the following.

15.2: Personal Leave Days. The new allocation of personal days (4 days) shall be added to each eligible employee's account on April 1st of each year. Any personal time not used by the following March 31st will be converted to the officer's compensatory bank not to exceed the eighty-four (84) hour limit. Unused Personal time in excess of the eighty-four (84) limit will be lost.

15.3: It is the intent of this Article to provide employees with personal leave for which no specific reasons need be stated. When use of such leave is requested, it must be in writing.

15.4: It shall be understood that the Police Chief or his authorized representative may deny a personal leave request during emergency situations.

ARTICLE XVI
SICK LEAVE

16.1: Paid Sick Leave. For full-time employees, paid sick leave shall be acquired in accordance with the provisions as set forth in this Article.

16.2: Regular Sick Leave. On July 1st of each contract year, each employee will be credited with ninety-six (96) hours of sick leave to provide full pay for time off work due to a qualified absence as described in Section 16.5 of this Article. These days do not accumulate beyond each contract year and cannot be carried over from one year to the next in any form.

16.3: Supplemental Bank. Officers will be credited with a one-time bank used to supplement the short and long term insurance in order to bring an officer's pay up to the full base wage amount. This supplemental bank has duration equivalent of 26 pay periods. Upon exhaustion of the supplemental bank officers will only receive the agreed upon insurance amount (70% at this time). Officers who have used time from their bank will have their banks adjusted according to the terms listed above. This supplemental bank may only be used during a contract year after all ninety-six (96) hours of sick leave have been exhausted. Time from this supplemental bank may be used as described but is not considered earned time and has no pay-off value whatsoever.

16.4: Sick Leave Qualification. In order to qualify for sick leave payments, the employee must, not later than his/her normal starting time on the first day of absence, report such absence unless in the reasonable judgment of the Chief, the circumstances surrounding the absence make such reporting impossible, in which event such report must be made as soon thereafter as is possible.

16.5: Sick Leave Eligibility. Qualified employees shall, subject to the provisions set forth in this Article, shall be eligible for paid sick leave from and to the extent of their unused paid sick leave credits in the following situations:

- A. When an employee's absence from work is due to an injury or illness that is not related to work provided such illness or injury was not attributable to causes stemming from his employment or work in the service of another employer or while acting in the capacity as a private contractor.
- B. Due to the illness of a member of the employee's immediate family or household, which requires the employee's personal care and attention, use of sick leave for this purpose shall be limited to five (5) days in any one (1) fiscal year. Immediate family in this case shall include the employee's spouse and the children, father, mother, brother, sister, grandfather and grandmother of the employee or his spouse.

Eligibility for illness in the immediate family will be determined in accordance with Sections 16.10 and 16.13 of this Article.

16.6: Duty Related Illness/Injury. When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the City and which is compensable under the Michigan Workers' Compensation Act, after the first day of absence necessitated thereby, he/she shall receive full payment of his regular salary as may be integrated with other benefits for the period of illness/injury up to a maximum of eighteen (18) months. Employees will not be required to use regular sick leave or the supplemental bank days as provided for in 16.2 and 16.3 of this Article for duty related illness or injury.

16.7: Notification. An employee unable to perform police duties because of injury or illness may absent himself from his home community area while on sick leave provided he notifies the Chief or his designated representative ahead of time and upon request furnishes satisfactory medical evidence.

16.8: Equivalency. One (1) day of paid sick leave for regular full-time employees shall be the equivalent to twelve (12) hours pay at the regular rate applicable to the employee's regular job classification assignment at the start of the absence for which compensation is requested.

16.9: Investigations. The Employer reserves the right to conduct reasonable investigations regarding an employee's absence from work due to illness.

16.10: Doctors Certificate - Regular Sick Leave. In order to qualify for sick leave payments in excess of two (2) consecutive work days when Regular Sick Leave is paid (see 16.2), employees shall furnish a signed doctor's certificate, indicating diagnosis or nature of illness, if requested by the Chief. Expenses for office call fees shall be borne by the City when required.

16.11: Medical Examination. Prior to returning to work following the use of two (2) or more sick days when Regular Sick Leave is paid (see 16.2), or when sick leave is paid from the Supplemental Bank (see 16.3), or upon returning from a leave of absence, such employees shall be required, at the option of the

City, to submit to and satisfactorily pass a medical examination by the City doctor. If so requested by the City, the expense of said examination shall be borne by the City.

16.12: Sick Leave While on Probation. Probationary employees shall not receive credit toward seniority for time off sick, or for time off on compensable leave.

16.13: Doctor's Certificate - Supplemental Bank. In order to qualify for sick leave payments when sick leave is paid from a supplemental bank (see 16.3), employees shall furnish a signed doctor's certificate, indicating the dates the employee has been seen by the doctor, the nature of the illness or injury, a diagnosis of the particular illness or injury, treatment provided and a prognosis regarding same. When an employee furnishes a signed doctor's certificate, he/she will be eligible to receive payments from the supplemental bank. The Employer reserves the right to send an employee to a physician of its choice for a medical examination. This would occur in the event that the employee has already furnished the required certificate from his/her own physician, and the Chief elects to have that diagnosis reviewed by a City doctor. If the determination of the employee's own personal physician and the City doctor disagree, the doctors will mutually agree upon a third doctor who will examine the employee and render a medical determination. The City and the Union, both, however, reserve the right to immediately indicate that the third doctor will be a doctor from the University of Michigan medical facility in either Dearborn or Ann Arbor who will then serve as a third doctor. If it is determined that the employee was ineligible, all payments drawn from the sick bank will be ordered reimbursed or deducted from the employee's future earnings.

16.14: Violation. When it has been determined that an employee has violated the spirit and intent of the Sick Time Policy, the employee shall be subject to the following provisions:

- A. All payments for sick time taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee's future earnings.
- B. Violation of the Sick Time Policy shall be grounds for disciplinary action, up to and including discharge.

16.15: Regular Sick Leave Redemption. At the end of each contract year all unused Regular Sick Leave (see 16.2) will be paid to the employee at 100% of its value as of 6-30. The payment will be made in June.

16.16: Light Duty. The Employer may offer light duty work to an employee who is temporarily unable to perform normal duties, if such work is available, and is accepted by the employee and approved by the employee's doctor. Such light duty assignments may be scheduled on a five-day forty-two hour work week or other schedule to facilitate the supervision of the work.

16.17: Funeral Leave. Paid funeral leave shall be available in the event of the death of an employee's then current spouse, children, brother, sister, parent, grandparent, grandparent-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law. Relatives other than those herein designated shall not be considered members of the immediate family for the purpose of this subsection. Paid bereavement leaves under this subsection shall be limited to three (3) regularly scheduled working days and shall not be deducted from other forms of leave.

16.18: An additional two (2) days may be granted in the event the death of an employee's child or parent requires an employee to travel more than five hundred (500) miles.

ARTICLE XVII GRIEVANCE PROCEDURE

17.1: Purpose - The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances.

17.2: Definition of a Grievance. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

17.3: Presentation of a Grievance. To be a proper grievance it must be presented at the first step of the grievance procedure within twenty-eight (28) days of knowledge or when such information should have been known.

17.4: Extension of Time Limits. By mutual written agreement, any time limits may be extended or waived.

A. STEP I - VERBAL.

Any person who has a grievance may, on their own or with Union representation or the Union may on its own, discuss such grievance with the immediate Supervisor at such level at which grievance was thought to have been initiated.

If the grievance is not satisfactorily settled at Step I, grievance shall be reduced to writing and presented to the Chief, or his designee within fourteen (14) days of answer in Step I.

B. STEP II - WRITTEN TO CHIEF.

Upon receiving a written grievance, the Chief or his designee shall cause a meeting to be held with the Union or Union and grievant within seven (7) days and the Chief will give his written answer within fourteen (14) days of said meeting.

If the grievance is not satisfactorily resolved at Step II, the Union may, within fourteen (14) days of answer in Step II, present said grievance to the City Manager, or his designee.

C. STEP III - CITY MANAGER.

Within fourteen (14) days of receipt of the grievance by the City Manager or his designee, the City Manager or his designee shall cause a meeting to be held with the Union or the Union and the grievant.

City Manager shall answer such grievance within fourteen (14) days of said meeting.

D. STEP V - ARBITRATION.

If the Union feels the grievance is not satisfactorily settled in Step III, the Union may, within fourteen (14) days of receipt of

answer at the POAM office, file a notice with the City Manager of its intention to appeal said grievance to Arbitration. The Union shall obtain a list of Arbitrators from The American Arbitration Association or the Federal Mediation and Conciliation Service - (FMCS). The answer of the Arbitrator at this step is final and binding on all parties.

17.5: Informal Resolution. The informal resolution of differences of grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

17.6: Timely Action. Immediate Supervisors, Command Officers, and Reviewing Officers shall consider promptly all grievances presented to them, and within the scope of their authority, take such timely action as is required.

17.7: Cost of Arbitrator. The compensation and necessary expenses of the Arbitrator shall be paid one-half ($\frac{1}{2}$) by the City and one-half ($\frac{1}{2}$) by the Union.

17.8: Power of Arbitrator. An arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

17.9: Individual Adjustment. While an employee may settle a grievance with the Employer, upon request the Union shall be given an opportunity to be present at any such settlement. In no event shall any individual adjustment of a grievance be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

17.10: Time Limitations. If either party fails to comply with the procedure in filing a grievance in the time limitation set forth in the grievance procedure, the matter shall be deemed to be resolved against that party.

17.11: Grievance Form. The Union shall furnish grievance forms. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance.

ARTICLE XVIII
SUSPENSION AND DISCHARGE

18.1: In the event an employee in the Unit who has completed his probationary period shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Chief within three (3) regularly scheduled working days after such discharge or after the start of such suspension.

- A. The Employer agrees to promptly notify the Union in writing of such suspension or discharge, such notice to contain the reasons underlying the suspension or discharge.
- B. It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization to the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.
- C. Should criminal allegations be brought against an officer arising out of his occupation, he will be advised of his Constitutional rights pertaining to admissions, confessions, and statements before being required to make any statements with regard to such allegations.
- D. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge

or the start of such suspension, less any compensation he may have earned at other employment during such period.

ARTICLE XIX
PERSONNEL FILES

19.1: The City shall not allow unauthorized persons to read, view, have a copy of or in any way peruse in whole or in part, an employee's personnel files.

19.2: An employee may view his personnel files as to its total contents, except the background investigation report, upon written request to the Chief.

19.3: The City will take every precaution to maintain security of all personnel records.

19.4: An employee must initial disciplinary papers or documents of meritorious recognition which are to become a permanent part of his personnel file prior to admittance to the file. Failure to initial disciplinary papers may result in disciplinary action. A copy shall be given to the employee upon request. The City shall not be responsible for any information released to the employee.

ARTICLE XX
POLICE OFFICER TRAINING

20.1: Recognizing the need for the training of police officers, the following standards shall be adopted by the Plymouth Police Department.

- A. All recruits shall attend a basic law enforcement officer's training school approved by the Michigan Law Enforcement Officers' Training Council. Basic training shall commence prior to the completion of the recruit's probationary period. Satisfactory completion and graduation from said basic school shall be a condition of employment with the Department of Police, City of Plymouth.

- B. Basic law enforcement officers' training school shall be waived for any recruit who furnishes evidence of the fact that he has satisfactorily completed and graduated from the M.C.O.L.E.S. approved basic program unless otherwise stipulated by M.C.O.L.E.S. regulations.
- C. All members of the Department of Police shall participate in such in-service training programs as shall be provided from time to time by the Department.
- D. All members of the Department of Police may attend such specialized training programs outside the Department as may be required from time to time consistent with their assignments and departmental responsibilities. Information relative to available schools will be posted in a conspicuous place when received by the Department.
- E. All members of the Department of Police are encouraged to advance their formal academic training at area colleges and universities.
- F. Each employee shall be reimbursed for any related expense incurred while attending any class, course, seminar or similar activity required or authorized by the Chief of Police.
- G. Each officer must maintain firearms proficiency periodically as required by Department policy on a range prescribed by the Department. The City will make range facilities and ammunition available for employees for target practice in order to assist them in qualifying for the periodic firearms proficiency certification.
- H. Officers choosing to use Personal Time on a scheduled training day will make up the missed training at a rescheduled time as assigned by the Chief of Police.

Overtime will not be paid in order to make up missed training as a result of the use of Personal Time.

The exception to this rule is the use of Personal Time due to an emergency verified by a supervisor.

20.2: Training Pay.

- A. Police shall be paid at their straight time rate based upon a forty-two (42) hour work week for time spent at out-of-town training sessions involving two (2) consecutive days or more during off-duty hours provided they are authorized by the City.
- B. Policemen shall be reimbursed for expenses incurred as a result of required or approved voluntary training.

20.3: Western Wayne Special Threats Response Unit (WWSTRU).

- A. It is understood that the duty of officers assigned to the WWSTRU is first and foremost to the City of Plymouth.
- B. In order to meet current staffing minimums within the Plymouth Police Department and keep overtime costs to a minimum, officers assigned to the WWSTRU may not bid to work the same shift as another member of the WWSTRU.
- C. In the event of a WWSTRU call-out during working hours, officers may only respond if staffing minimums can be maintained. If multiple members of the WWSTRU are working the same shift, members may agree who will respond based on WWSTRU needs, provided staffing minimums are not violated. If members cannot agree, the member(s) with the greatest seniority may respond. Staffing minimums will not be violated to respond to WWSTRU call-out without authorization from the Chief of Police.

- D. In the event that a shift is manned at minimum numbers during a WWSTRU call-out, overtime may be authorized to replace one (1) officer in order to accommodate response. Written notification to the Chief of Police is to be made by the WWSTRU member before the end of their next regularly scheduled shift.
 - E. It is understood that police officers assigned to the WWSTRU require additional regular and consistent team training in order to fulfill the mission of the unit.
 - F. In order to keep costs at a minimum, officers assigned to WWSTRU training agree to receive overtime pay, resulting from training, on a monthly basis as follows: 1-8 hours; paid at time and one-half the officer's base hourly wage rate or receive in the officer's compensatory time bank at time and one-half the officer's base hourly wage rate. Greater than 8 hours: officer will receive in their compensatory time bank at time and one-half the officer's base hourly wage rate.
- A WWSTRU training day is understood to be a period of not greater than eight (8) hours.
- G. Overtime earned by WWSTRU members as the result of a call-out will receive compensation (pay or compensatory time) at the time and one-half rate regardless of advance notice of said call-out. The only exception to this will be a call-out within the City of Plymouth with less than 48 hours notice in which the member may receive compensation at the double time rate.
 - H. All assignments to the WWSTRU are at the discretion of the Chief of Police.

20.4: Western Wayne County Mobile Field Force Team (MFF).

- A. It is understood that the duty of Officers assigned to MFF is first and foremost to the City of Plymouth.

- B. In order to meet current staffing minimums within the Plymouth Police Department and keep overtime costs to a minimum, Officers assigned to MFF may not bid to work the same shift as another member of MFF.
- C. In the event of a MFF call-out during working hours, Officers may only respond if staffing minimums can be maintained. If multiple members of MFF are working the same shift, members may agree who will respond based on MFF needs, provided staffing minimums are not violated. If members cannot agree, the member(s) with the greatest seniority may respond. Staffing minimums will not be violated to respond to a MFF call-out without authorization from the Chief of Police.
- D. In the event that a shift is manned at minimum numbers during a MFF call-out, overtime may be authorized to replace one (1) Officer in order to accommodate response. Written notification to the Chief of Police is to be made by the MFF member before the end of their next regularly scheduled shift.
- E. It is understood that Police Officers assigned to MFF require additional regular and consistent team training in order to fulfill the mission of the unit.
- F. A MFF training day is understood to be a period of not greater than eight (8) hours.
- G. Overtime earned by MFF members as the result of a call-out will receive compensation (pay or compensatory time) at the time and one-half rate regardless of advance notice of said call-out. The only exception to this will be a call-out within the City of Plymouth with less than 48 hours' notice in which the member may receive compensation at the double time rate.
- H. All assignments to MFF are at the discretion of the Chief of Police.

ARTICLE XXI
INSURANCE

21.1: Short-term Disability.

- A. Seventy percent (70%) of base salary.
- B. All short-term disability begins on the fifteenth (15th) day of disability and runs through the twenty-sixth (26th) week of continuous disability or end of period of disability, whichever comes first.
- C. Each employee will be issued a copy of the policy.

21.2: Long-term Disability.

- A. Seventy percent (70%) of base salary less or minus any other income benefits as defined in the insurance carrier's policy.
- B. Starts on the first (1st) day of the twenty-seventh (27th) consecutive week of disability and runs to the end of the period of disability, or until the end of the month in which the employee attains the age of 70, whichever comes first.
- C. Each employee will be issued a copy of the policy.

21.3: For cases of mental or emotional disease or disorder of any kind, coverage shall be for a maximum period of twenty-four (24) consecutive months of confined treatment.

21.4: The amount of benefit as provided hereunder shall be reduced by the amount of any benefits provided by any plan, fund or other arrangement providing benefits for loss of time from employment because of disability, and toward the cost of which the Employer shall have contributed, or with respect to which the Employer shall have made payroll deductions, except that an employee shall not suffer any loss of benefit by his failure or refusal to use accumulated sick leave days to cover absence from work, which absence is also covered by either Worker's Compensation or disability insurance, as hereinbefore provided.

21.5: Life Insurance. The employer will provide each employee with a life insurance equal to one and one-half (1-1/2) times base salary to the nearest thousand.

21.6: Riot and False Arrest Insurance. The employer will provide each employee with Riot and False Arrest Insurance which is presently in effect.

21.7: Health Insurance. Beginning January 1, 2011, the employer will provide each employee with coverage under a PPO Program through Blue Cross Blue Shield of Michigan or comparable that will offer benefits as listed in the Employee Benefits Guide distributed to all employees annually.

21.8: Beginning July 1, 2012, the City adopted the State of Michigan Hard Cap for active employees in compliance with Act 152-Senate Bill 7. The City shall pay up to the designated hard cap amount per year for single, two person and family coverage for each active full-time employee with the employee being responsible for all costs beyond the State Hard Cap as provided by the State of Michigan annually. These figures are subject to change per the State of Michigan. Adjustments will be passed onto City employees as warranted.

21.9: An active employee may request to be enrolled in a Flexible Spending Account (FSA) for qualifying medical expenses and deductibles. The employee will be allowed to make pre-tax (in accordance with IRS Rules and Regulations) employee funded contributions to their individual FSA Account. There will be an annual open enrollment period in which each employee will need to complete the registration process for employee contributions to the FSA.

21.10: The employee will be provided the incentive of receiving a monetary bonus equal to 50% of the savings realized by the City for foregoing health insurance benefits through the City and accepting coverage through another source. Said bonus will be issued in a lump sum payment on the first pay period in July and will cover only those months in the previous year that the employee did not receive insurance benefits through the City. There is no bonus for retirees.

ARTICLE XXII
MISCELLANEOUS

22.1: Bulletin Board. The City shall furnish and maintain a suitable bulletin board in a convenient place for the posting of union notices and other material. No material shall be posted that is demeaning to the character of the City or any employee of the City.

22.2: Meetings. The Union may schedule and conduct its meetings on City property provided it does not disrupt the duties of the employees or the efficient operation of the Department. Meetings will be conducted in the squad room.

22.3: Equipment. If equipment is believed to be defective and/or unsafe, the employee will immediately report such defective or unsafe equipment to a supervisor. The Employer shall not permit an employee to take out on the highways a vehicle which has been reported as unsafe or defective until it has been checked by a supervisor.

22.4: Clean-Up Facilities. The Employer shall continue to provide a locker room and washroom facilities for all employees as are presently provided.

22.5: Shift Trades. Officers shall be allowed to temporarily exchange days and shifts, if both parties agree in writing and permission of the Police Chief or his designee is obtained.

22.6: Copies of Contract. The City agrees to provide a copy of the Agreement to each employee covered hereby.

22.7: Political Activity. Members have the same right to participate in political activity while off duty and out of uniform as any citizen except when said activity may be deemed a conflict of interest.

22.8: Off-Duty Weapons. No member of the bargaining unit will be required to carry an off-duty weapon except as dictated by his personal conscience and his personal desire for safety.

22.9: Shift Selection. Officers will bid on their hours worked (which shifts) thirty (30) days prior to January 1, May 1, and September 1 of each year for the following four (4) month

period. Shift and platoon selection will be made based upon seniority. Excluded from shift and platoon selection by seniority shall be probationary officers, temporary cruising officers, ordinance officer, detective/juvenile officer and field training officers (FTO - will not override higher seniority day shift selection).

22.10: Assignment of Field Training Officer (FTO). The assignment and continuance of assignment of Field Training Officers (FTO) will be made on a voluntary basis provided there is a minimum of three (3) FTO's. If there are less than three (3) volunteers, the Chief of Police may assign an officer(s) at his choosing to be on FTO to reach the minimum of three (3). Officers may withdraw from the program if a voluntary replacement can be found and the level does not drop below three officers. This clause does not limit the number of FTO's to three but only the number of officers that can be assigned by the Chief of Police.

Each FTO will receive one hour pay at the time and one-half (1.5) rate for each training day spent with a probationary officer. Each FTO that completes at least one training step with a probationary officer in a calendar year will receive thirty-six (36) hours of compensatory time per year to be credited January 1st of each year.

22.11: Shift Coverage. The Department recognizes that answering calls for service is a priority. Road patrol coverage will be staffed at a minimum of two police officers at all times. The Department and the Union recognize that there are unforeseen exceptions that may occur to this rule.

22.12: Patrol Car Mileage. A regular patrol vehicle shall be inspected by a certified mechanic at 75,000 miles, and if found to be mechanically and operationally sound for regular patrol use, may continue to be used for regular patrols up to 115,000 miles, provided that its condition continues to be sound. After 115,000 miles, a patrol vehicle may continue to be used for limited patrol use and other non-emergency uses up to 125,000 miles, provided that its condition continues to be sound. It is further understood that as vehicle seats may become excessively worn, damaged, and/or broken down as a result of longer vehicle use, the City will repair or replace said seats, as appropriate.

22.13: Residency Location. Every Patrol Officer shall be required to live in a municipality which has a boundary within forty (40) miles of the Plymouth City Limits.

22.14: Training. Employees will not be required to train on weekend days.

22.15: Assignment to Detective Bureau: All officers with three or more years with the Plymouth Police Department will be eligible to test for the Detective Bureau. A written test will be given and an eligibility list will be posted for one (1) year. The Chief will select the top candidate for the position, or either of the top candidates in the event of a tie score. Should the assignment become vacant, the Chief will offer the assignment to the next top candidate from the eligibility list, or either of the top candidates if the event of a tie score. If no eligibility list exist, a new test will be administered to create one. The assignment will be for a three-year period from date of appointment regardless of time spent in the Detective Bureau. Date of appointment refers to when the assigned officer was appointed, not when the assignment was filled or vacated by previous officer(s). This position shall have a 42-hour work week which will be scheduled by the Chief of Police and will be paid at a \$1.00 per hour premium for all hours worked in the Detective Bureau.

22.16: School Resource/Juvenile Officer Assignment: This position will be open to all officers with at least one year with the Plymouth Police Department. The position will be posted and assigned to the most senior officer expressing interest in the position. Assignments to the position will be for a three-year period. If the assignment goes unfilled, the Chief may assign the least senior officer to the position for a period of not more than two years, provided that the officer is not already assigned to the Ordinance position. This position shall have a 42-hour work week which will be scheduled by the Chief and will be paid at a fifty cent per hour premium for all hours worked in the school resource/juvenile officer position.

22.17: Parking Enforcement Officer: This position will be a part-time, unarmed, non-certified position responsible for parking issues. This employee will work for the Police Department but will not be part of the bargaining unit. However, it is understood that should layoffs become necessary, this position will be eliminated before any bargaining unit

officers are laid off. It is further understood that this employee shall wear a uniform that is distinct from those of the Police Department.

22.18: Drug & Alcohol Policy. All officers will be subject to pre-employment and random drug testing as provided for in Appendix "C".

22.19: EMR License. Officers who are appropriately certified and licensed as an Emergency Medical Responder (EMR) will receive an annual stipend of \$800 for the duration of the EMR program. This stipend will be paid each September. Continuation of the EMR program will be at the discretion of the City.

22.20: Fire Fighter 1 & 2 Certification Bonus. Any member of the bargaining unit that obtains their Fire Fighter 1 & 2 certifications shall receive a \$500 bonus each year payable in September. This bonus is not contingent upon employment with the City of Northville Fire Department or any other fire department. This bonus does not eliminate future bargaining rights of the PPOA for wages and benefits if the City proposes a public safety model for combined police and fire service.

22.21: POAM Convention Training Restriction. The Chief will avoid scheduling training during the POAM convention however will not expressly cancel all training for those not attending the POAM convention.

ARTICLE XXIII
WAGES

23.1:

PLYMOUTH POA WAGE SCALE

	7-1-21	1-1-22	7-1-22	1-1-23	7-1-23	1-1-24	7-1-24	1-1-25
	2.00%	2.00%	2.00%	1.5%	2.00%	1.5%	2.00%	1.5%
Entrance Wage	\$49,839 \$23.96	\$50,836 \$24.44	\$51,852 \$24.94	\$52,630 \$25.30	\$53,683 \$25.82	\$54,488 \$26.20	\$55,578 \$26.72	\$56,412 \$27.12
Completion of FTO Shadow Phase	\$58,891 \$28.32	\$60,069 \$28.88	\$61,270 \$29.46	\$62,189 \$29.90	\$63,433 \$30.50	\$64,385 \$30.96	\$65,672 \$31.58	\$66,657 \$32.06
Beginning of 3rd Year Completion of 2nd Year	\$68,012 \$32.70	\$69,372 \$33.36	\$70,760 \$34.03	\$71,821 \$34.54	\$73,258 \$35.23	\$74,356 \$35.76	\$75,843 \$36.46	\$76,981 \$37.02
Beginning of 4th Year Completion of 3rd	\$77,133 \$37.08	\$78,676 \$37.84	\$80,249 \$38.58	\$81,453 \$39.16	\$83,082 \$39.94	\$84,328 \$40.54	\$86,015 \$41.36	\$87,305 \$41.98

Annual salary based on 2,080 straight-time hours.

The base hourly wage rate shall be calculated by dividing the annual salary rates by two-thousand eighty (2080) hours, and rounding to the next higher even cent.

ARTICLE XXIV
OVERTIME

24.1: Overtime Pay. Time and one-half (1-1/2) rate for any day scheduled beyond the eighty-four (84) hour pay period, or any time worked beyond the regularly scheduled work day.

24.2: Reporting Time. When an officer is called into work on a non-duty day and receives less than forty-eight (48) hours advance notice of reporting time, he shall be paid double time for a minimum of three (3) hours. A minimum of three (3) hours of overtime pay at time and one-half (1-1/2) shall be paid for each instance of authorized overtime which is not continuous with the regular shift of the individual, except firearms qualifications, which will be a minimum of two (2) hours.

24.3: Casual Overtime. Unauthorized casual overtime is excluded from overtime rates.

24.4: In-Service Training Pay. In-service Department training on officers' days off will be paid for at the time and one-half (1-1/2) rate.

24.5: Recruit Training Excluded. Basic recruit training is excluded from the overtime rate provisions.

24.6: All permanent full-time employees shall accumulate comp time in accordance with this Article. Authorization for overtime will be in accordance with Department policy. The employee will be given the option of utilizing comp time or receiving overtime compensation prior to accepting any overtime. The maximum accumulation of comp time is eighty-four (84) hours within a one year period. Once the 84-hour maximum comp time accumulation is reached, any overtime worked will be compensated in accordance with this Article. Accumulated comp time may be used in not less than one (1) hour increments upon approval of the department head. Upon termination of employment, employees will receive compensation at their current straight time hourly rate or the average rate of compensation for the last three years, whichever is higher, for all accumulated comp time.

24.7: Overtime Assignments. Overtime outside the 48-hour window will be assigned in the following manner: If the duration is for more than four (4) hours, the opposite platoon

(days for days and nights for nights) will be offered the overtime first by seniority, but if passed on it will be assigned to that platoon in reverse seniority. If the duration is four (4) hours or less, it shall be offered to the working platoon by seniority but if passed on, it shall be assigned to that platoon in reverse seniority.

Overtime for the Fall Festival and the Ice Festival shall be assigned using a sign-up sheet. The Department shall post a sheet listing the number of officers needed for each day and shift. Sign up shall be by seniority and shift assignment. The posting shall be made twenty-one (21) days prior to the start of the event.

24.8: Road Patrol Overtime Assignments. When overtime becomes available for traditional road patrol assignments, Patrol Officers shall be offered the overtime first, in accordance with the seniority provision set forth in this agreement.

24.9: Overtime - Special Events. Effective upon the date of signing of this Agreement, any special event that the City receives reimbursement for the officers' time, officers will be given the option of receiving compensatory time at the double time rate rather than receiving overtime pay at the time and one-half rate.

24.10: The following is hereby agreed and understood by and between the City of Plymouth and the Plymouth Police Officers Association:

- A. Any night shift officer who is subpoenaed to appear in ANY court or administrative proceeding after having worked at least the last 6 hours of the previous night shift are eligible to bank double-time comp for any court time after 1000 hours. All other court time will be at the regular overtime rate.

24.11:

- A. Special Event Coverage. The City agrees to a one-year pilot program in the use of private security and other law enforcement agencies to enhance security and special event coverage, in an effort to reduce

overtime required of bargaining unit members. Upon completion of one year, the City has the sole discretion to either continue said program or revert back to union providing special event coverage as before.

- B. Special Event Sign-Up. The Chief will provide a sign up sheet when reasonable due to time restrictions.

ARTICLE XXV
LONGEVITY PAY

25.1: Beginning with the fifth (5th) year of service, employees covered by this agreement shall receive an annual longevity payment in the amount of fifty dollars (\$50.00) for each year of service, to a maximum annual payment of one thousand dollars (\$1,000.00). In the event of retirement, resignation, layoff or discharge, the payment will be prorated for each month of service completed in the current year of service.

ARTICLE XXVI
CLOTHING AND CLEANING

- 26.1: A. Clothing Allowance. Any changes in uniforms or equipment shall be at the expense of the City up to original issuance. Any new item shall be furnished by the City up to original issuance. Clothing allowance shall be eight hundred fifty (\$850.00) per year and is to be used as the officer deems necessary for the purposes of authorized clothing and equipment. Said allowance shall be available via a bank accessed within the current payroll program beginning on the first full pay period in July of each fiscal year. Unused uniform allowance may be carried over from year to year, but an officer's bank may not exceed \$2,850 at any time. Officers wishing to apply their uniform allowance to purchases must provide a receipt for said purchases with their

next subsequent payroll submission. Unauthorized expenses/purchases will be denied.

- B. Uniform Allowance. In addition, each member of the SOT/MFF teams will receive an additional \$100 per year.

26.2: Uniforms shall be maintained by officers in a neat and serviceable condition. Items replaced from clothing allowance shall remain the personal property of the officer.

26.3: Cleaning. The City shall pay for uniform cleaning, repairing and replacement when it results from unusual circumstances rather than everyday wear. Necessity shall be determined by the department head or City Manager. Employees' glasses, watch (\$100 limit) and duty equipment will be repaired or replaced when damage or loss occurs while the employee is on duty and the damage or loss occurs in the course of performing a police function.

ARTICLE XXVII RETIREMENT

27.1: Defined Contribution Plan. Employees hired on or after July 1, 1997 will be entitled to retirement benefits in accordance with the defined contribution program of the Municipal Employees' Retirement System Retirement Trust.

Effective July 1, 2012, due to State of Michigan EVIP, the following changes are in place:

- A. Employees hired before July 1, 2012: The City will contribute thirteen percent (13%) of the employee's W-2 wages into the defined contribution program.
- B. Employees on or after July 1, 2012: The City will contribute ten percent (10%) of the employee's base salary into the defined contribution program.
- C. Retirement Contributions. Increase the 401a retirement contribution by up to an additional

6.2%: 13% Gross Wages/10% Base Wages up to 19.2% Gross Wages/16.2% Base Wages. Refer to Section 27.3 regarding employee participation requirements.

- D. All employees shall have the option of making voluntary individual pre-tax contributions between 0-20% into their respective 401a retirement plan with total contributions not to exceed \$49,000 per year in compliance with IRS rules.

27.2: Retiree Coverage.

- A. Employees hired prior to 7/1/01. The City will provide for the retiree and spouse, any and all medical, dental, prescription and optical insurance benefits received by an active member of the bargaining unit. The cost of the insurance shall be paid 100% by the City of Plymouth. Once a retiree is age or otherwise Medicare eligible, the retiree health coverage shall be Medicare Advantage. Retiree insurance coverage will coordinate and be supplemental to coverage received through other sources including spouse's retirement coverage and Medicare. Because the retiree medical insurance coverage coordinates with Medicare, a Medicare eligible retiree and the retiree's Medicare eligible spouse, if eligible for health care coverage from the City, must participate in both Medicare Parts A and B at retiree's expense. Refer to section 27.4 for specific retirement eligibility requirements based on age and/or years of service.
- B. Employees hired on or after 7/1/01. The City will provide for the retiree and spouse medical and prescription insurance only. Employees with less than 25 years of service with the City of Plymouth shall not be entitled to any insurance benefits through the City upon retirement. Retiree coverage will include medical and prescription benefits received by an active member of the bargaining unit. The cost of the

medical and prescription shall be paid 100% by the City of Plymouth. Once a retiree is age or otherwise Medicare eligible, the retiree health coverage shall be Medicare Advantage. Retiree insurance coverage will coordinate and be supplemental to coverage received through other sources including spouse's retirement coverage and Medicare. Because the retiree medical insurance coverage coordinates with Medicare, a Medicare eligible retiree and the retiree's Medicare eligible spouse, if eligible for health care coverage from the City, must participate in both Medicare Parts A and B at retiree's expense. Refer to section 27.4 for specific retirement insurance eligibility requirements based on age and/or years of service.

- C. Retirement Spouse Benefit. Any retirement benefits in this article provided to the spouse of the employee shall be limited solely to the employee's spouse at the time of retirement. A spouse who is divorced from a retiree, or who remarries after a retiree's death, shall only be eligible to those benefits which the spouse would be permitted to obtain by providing the City of Plymouth with the full premium costs under Federal laws regarding extended health care.
- D. New Hires. All new hires, effective July 1, 2017, shall be provided with a MERS Health Care Savings Program Account (HCSP) in lieu of full medical benefits upon retirement. The HCSP shall be 5% of base wages. It shall be paid per pay period and managed by the employee. It will be based on the following vesting period:

5 Years	25%
9 Years	50%
12 Years	100%

27.3: Deferred Compensation. The parties have agreed that the following benefit is offered by the City solely because the employees in this bargaining unit subject to this Agreement are excluded from participation in the Social Security system for the employment governed by this Agreement. In lieu of "opting

in" to the Social Security system pursuant to Section 218, and in lieu of payments the City would make into the Social Security system if "opting in" on behalf of the employees, the City agrees to provide the benefit set forth below. The parties agree that if the Social Security Program eligibility or terms of participation change, in a manner closing the system to new participants or in a manner that would exclude this unit from being otherwise eligible to participate, the City may close participation in or eliminate this benefit in alignment with Social Security changes. The parties agree that if changes occur in the Social Security Program triggering this section, the City has the right to reopen this Agreement for the limited purpose of negotiating this section only with the Union by notifying the Union in writing of the intent to do so.

In addition to the Defined Contribution Plan set forth above, the City shall offer those employees who request it the opportunity to participate in Police Only Matching DC Plan, a deferred compensation program for municipal employees permitting employees to defer a portion of their salaries. The employees will be entitled to participate according to the following terms and conditions:

- A. Employees hired on or before June 30, 2013, may elect to participate in the deferred compensation plan by making an election to pay a specific percentage of their W-2 wages into the designated Police Only Matching DC Plan deferred compensation plan. The employee may only choose the percentage election once at the time of entry into the program (IRS Revenue Ruling 2006-43). Once an election has been made, the percentage the employee contributes will remain the same for the remainder of the employee's employment with the City.
- B. Employees hired on or after July 1, 2013, may elect to participate in the deferred compensation plan by making an election to pay a specific percentage of their base wages into the designated Police Only Matching DC Plan deferred compensation plan. The employee may only choose the percentage election once at the time of entry into the program (IRS Revenue Ruling 2006-43). Once an election has been made, the percentage

the employee contributes will remain the same for the remainder of the employee's employment with the City.

C. If an employee hired on or before June 30, 2013, elects to participate and designates a percentage to contribute, the City will match the employee contribution in an amount up to a maximum of 6.2 percent of the employee's W-2 wages.

D. If an employee hired on or after July 1, 2013, elects to participate and designates a percentage to contribute, the City will match the employee contribution in an amount up to a maximum of 6.2% of the employee's base wages.

E. The deferred compensation will be fully vested immediately for existing employees who have been employed with the City for five or more years. Vesting in the plan for employees with less than five years' employment with the City or for new hires shall be as follows:

Less than one year of service	0%
One year of service but less than two years	20%
Two years of service but less than three years	40%
Three years of service but less than four years	60%
Four years of service but less than five years	80%
Five years or more of service	100%

F. There are two members of the bargaining unit that currently contribute 5% into the City sponsored defined contribution account (i.e. MERS 401A). Per IRS regulations on contributions by employees into a designated defined contribution account (i.e. MERS 401A), this amount cannot be altered. Due to the restrictions, the City agrees to the following:

1. All eligible for up to 6.2% City match into existing MERS 401A.
2. Ofc. Baber due to IRS limitations would contribute up to 1.2% into MERS 457 account to be eligible for total city match. City would match 1.2% into MERS 457 account.

- G. The Union must provide up to a minimum of six (6) months for full implementation of said program. There will be no back investment provided and will immediately commence upon full implementation.
- H. Election into program must occur within 30 days of date of hire for new employees or within 30 days of implementation of program for existing employees as of July 1, 2017.
- I. This plan is subject to a full review of IRS regulations regarding implementation, limitations, by City staff and/or subject matter experts.

27.4: Retirement Eligibility. All members of the bargaining unit will be eligible to retire under the following conditions:

- A. Upon completion of 20 years of service and age 50 for those hired prior to July 1, 2001. Medical, dental, prescription, and optical coverage to include employee and spouse at time of retirement. Exemption for Ofc. Stoops to retire at 20 years of service, regardless of age with no spousal coverage. Coverage for spouse at the time of retirement to return upon retirement at age 50 or 25 years of service.
- B. Upon completion of 20 years of service and age 52 for those hired after July 1, 2001. Coverage to include employee and spouse at time of retirement.
- C. Upon completion of 25 years of service, regardless of age. Coverage to include employee and spouse at time of retirement.
- D. Employees hired after July 1, 2017 are not eligible to this clause. They are covered to retire under the Health Care Savings Program.

27.5: Guarantee of Retirement Health Benefits (Union Proposal). The City and the Union have bargained for and agree that the right to receive the retiree health benefits as set forth above in Article XXVII, 27.2.A., is vested and unalterable

and intended by the parties to this Agreement to be a benefit for the life of the eligible employees and the employee's spouse at the time of retirement as provided herein. The City reserves the right to modify the health insurance plans and coverage provided to retirees at any time, but not the right to receive such coverage. The parties have bargained for and intend this section survive the termination of this Collective Bargaining Agreement.

27.6: Killed in the Line of Duty & Non-Duty Related Death. The medical and prescription coverage of an employee killed in the line of duty or off-duty shall be continued for the employee's spouse and dependent children. The employee's spouse and dependent children are only eligible if the employee worked 25 years with the City of Plymouth. Only dependents who were eligible dependents of the employee on the date of death will be eligible to be covered by the City insurance. The medical and prescription insurance coverage for the spouse shall continue until such time as the spouse becomes eligible for other insurance including Medicare. The insurance coverage for a dependent child shall continue until the child is eligible for other coverage (e.g. if mother remarries, through his/her employer, or is no longer considered a dependent by the insurance company, etc.) whichever comes first. In the event the spouse/dependent loses the other insurance, they will be allowed to opt back into the City health plan as long as eligibility and enrollment requirements, as outlined by the plan document, and contribution requirements are met. Coverage will coordinate and be supplemental to coverage received through other sources including spouse's retirement coverage and Medicare. Since the City's retiree medical insurance coverage coordinates with Medicare, a Medicare eligible spouse must participate in both Medicare Parts A and B in order to receive medical benefits provided by the City of Plymouth.

ARTICLE XXVIII
SHIFT DIFFERENTIAL

28.1: Shift Differential. Employees covered by this Agreement shall be entitled to shift differential as follows: for each employee working hours between 8:30 p.m. to 6:30 a.m., or any portion thereof, said employee shall be paid a three percent (3%) premium above his hourly base rate for all such hours worked.

ARTICLE XXIX
HOLIDAY PAY

29.1: Holidays. Employees covered by this agreement shall be paid eight (8) hours of pay at their straight time rate based on a forty (40) hour work week for each of the following holidays:

- | | |
|--------------------------|---------------------------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Washington's Birthday | 9. Thanksgiving Day |
| 3. Good Friday | 10. Work Day Preceding Christmas |
| 4. Memorial Day | 11. Christmas Day |
| 5. Fourth of July | 12. Work Day Preceding New Year's Day |
| 6. Labor Day | |
| 7. Columbus Day | |

29.2: Accrued holiday pay shall be paid annually on the first pay day following Thanksgiving.

ARTICLE XXX
STEP-UP PAY

30.1: In the event that there are no command officers on duty, then the senior patrol officer shall be paid for those hours, minimum of one (1) hour increments, during the shift that no command officers are on duty on the basis of the current entrance rate for sergeant.

ARTICLE XXXI
WAIVER

31.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, it is recognized by the parties that this Agreement covers the entire understanding. Any oral arrangement of any kind which is not mentioned or referred to or set forth herein shall have no force or effect upon any party hereto.

ARTICLE XXXII
TUITION REIMBURSEMENT

32.1: The Employer shall reimburse each employee one hundred percent (100%) of the cost of tuition and books for classes leading to an Associate or Bachelor degree in the police field. In order to be eligible for reimbursement, a 'C' average or better must be received.

32.2: Should an employee voluntarily terminate his/her employment, the employee will reimburse the city for all costs incurred in taking any course during the previous two-year period.

32.3: For any employee hired after July 1, 1989, maximum reimbursement for tuition, per credit hours, shall not exceed the actual cost or the current average cost per credit hour, at the appropriate class standing, of Michigan State University, Wayne State University, Eastern Michigan University, Oakland University, University of Michigan and Madonna College, whichever is less.

32.4: It is agreed that this Article in its entirety will be suspended during the length of this contract.

ARTICLE XXXIII
AUXILIARY PERSONNEL

33.1: The Plymouth Community Service Auxiliary Program will be installed on or after July 1, 1985 and remain in use for the duration of the existing Agreement. The Community Service Auxiliaries will be used in accordance with this Article.

33.2: There will be no more than twelve (12) Auxiliary Officers.

33.3: Auxiliary officers will not ride in a police vehicle with a member of the bargaining unit during normal patrol functions without the police officer's consent. This does not apply to those duties listed in paragraph 33.10 below.

33.4: The shirt color of the Auxiliary Officer uniform shall be of a shade or color sufficiently different from that of the Regular Officer uniform to be clearly differentiated by an

average citizen. Patches, badges and other uniform parts and equipment may be similar for both uniforms, as long as the designation of "Auxiliary" is included on equipment for the Auxiliary Officer uniform in all cases where it would be appropriate.

33.5: The Auxiliary Officers will not drive a police vehicle. The City may provide a vehicle for their use, which will be marked "Police Auxiliary".

33.6: The Auxiliary Officers will not carry any weapons.

33.7: The Auxiliary Officers will walk foot patrols in a) neighborhoods, b) creeks, c) parks and shopping areas.

33.8: The Auxiliary Officers will be allowed to enforce ordinance violations only when assigned to duty.

33.9: The Auxiliary Officers will have no arrest power.

33.10: The Auxiliary Officers may be used for Civil Defense Disasters, i.e., severe storm damage, train derailments, tornado damage, snow alerts, floods and other similar problems; Emergencies, i.e., Fires - assist officers in traffic control; Civil Disorders - crowd control and officers' runners; Special Events, i.e., assist in traffic control and crowd control for Parades, Concerts, Festivals, and other events.

33.11: Work assignments for which the Auxiliary Officers qualify, as described above, will be offered to members of the bargaining unit only in a ratio of One (1) officer: Three (3) Auxiliary Officers.

33.12: In the event a police officer is laid off auxiliary officers will not be used.

ARTICLE XXXIV WORK SCHEDULES

34.1: The work schedule will be known as "12-Plan Professional Model".

34.2: The work schedule will be a twelve (12) hour work day and eighty-four hour, bi-weekly pay periods. Employees will be

paid at their hourly rate for the twelve (12) hour work day and the eighty-four (84) hour pay periods.

34.3: For purposes of this Agreement a work day means a twelve (12) hour day.

34.4: The Employer retains the right to assign temporary cruising officer, ordinance officer, detective/juvenile officer positions, and work schedules consisting of work days of less than twelve (12) hours as needed.

34.5: Probationary employee will be exempt from working the twelve (12) hour schedule for up to one (1) month after hiring for orientation.

ARTICLE XXXV
SEPARABILITY AND SAVINGS

35.1: Separability and Savings. If any Article or Section of this Agreement, or any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted shall be not affected thereby.

35.2: In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party hereto for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands.

ARTICLE XXXVI
TERMINATION OF AGREEMENT

36.1: This Agreement shall remain in full force and effect from July 1, 2021, until midnight of June 30, 2025, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60) day prior to June 30, 2021, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement at midnight of June 30, 2025, or any subsequent date, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, or by other amendments, or by both parties mutually agreeing to extend the expiration date.

SIGNED THIS 9th Day July 2021.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

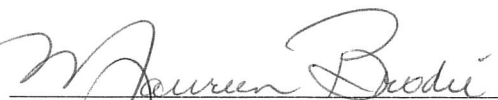

Thomas K. Funke 7/2/21
Business Agent

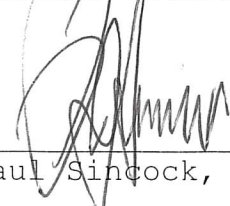
CITY OF PLYMOUTH


Oliver Wolcott, Mayor

PLYMOUTH POLICE OFFICERS
ASSOCIATION


James Baber, President 7/1/2021


Maureen Brodie, City Clerk


Paul Sincock, City Manager

APPENDIX A

DRUG TESTING POLICY

I. PURPOSE

The purpose of this order is to provide all sworn Officers with notice of the provisions of the departmental drug testing program.

II. POLICY

It is the policy of this department that the critical mission of law enforcement 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 an Officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and 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 public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees on October 1, 2001.

III. DEFINITIONS

- A. Sworn Officer -- Those Officers who have been formally vested with full law enforcement powers and authority.
- B. Supervisor -- Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test -- The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an Officer 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 Officer. These facts or inferences would lead the reasonable person to suspect that the Officer is or has been using drugs while on or off duty.
- E. Probable Cause -- That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an Officer is or has been using drugs while on or off duty.
- F. Probationary Officer -- For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement Officer.
- G. MRO - Medical Review Officer -- The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an Officer's test

results in conjunction with his or her medical history and any other relevant biomedical information.

- H. Last Chance Agreement -- A standard letter of conditions for continued employment that is offered by the Chief, or the right to same is invoked by an Officer under certain conditions outlined in this order, after it has been determined that the Officer has violated this order.

IV. PROCEDURES/RULES

A. General Rules

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

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The Officer shall submit one of the following:
 - (1) note from the prescribing doctor
 - (2) copy of the prescription
 - (3) show of the bottle label to his immediate supervisor
 - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No Officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.

4. Any 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 Officer's health and safety.
5. Any Officer having a reasonable basis to believe that another Officer is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of sworn 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. (The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief or his designee, when one of the following occurs:
 - a. a refusal to participate
 - b. probable cause
 - c. the Medical Review Officer determines that an Officer's drug test was positive.)

B. Applicant Drug Testing

1. Applicants for the position of Police Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test indicating drug use prohibited by this order.

C. Probationary Officer Drug Testing

All probationary recruit Officers shall be required as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee. Probationary recruit Officer may be tested prior to completion of the probationary period. A probationary recruit Officer shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Chief.

D. Officer Drug Testing

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

1. The Chief may order an Officer to take a drug test upon document probable cause that the Officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test.
2. Upon reasonable suspicion the Department may request, through an authorized representative of the Officer's labor association, that an Officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, section D, and subsection 4 herein. Any Officer voluntarily submitting to a drug test that tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any 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 chance rehabilitation provision set forth in this policy for a period of three (3) years.

3. A drug test will be administered as part of any promotional physical examination required by this department.
4. All sworn Officers shall be uniformly tested during any unannounced, random testing required by the department. Random testing for all sworn Officers will not exceed twice in a 365-day period, except for those Officers assigned to the narcotics unit.
 - a. The Chief or his designee shall determine the frequency and timing of such tests.
 - b. The president of the labor association, or his designee, will receive a list of the Officers that have been required to take a drug test after all Officers in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.
5. A drug screening test shall be considered as a condition of acceptance to the Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when an Officer leaves the unit. The Officers of the narcotic unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order.

E. Penalty

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

F. Drug Testing Procedures

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

6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the Officer and laboratory technician, and checked against the identity of the Officer. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the Officer 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. initial screening test
 - b. confirmation test -- if the initial screening test is positive
2. The urine sample is first tested using the initial drug screening procedure. An initial

positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.

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

Initial Test Level

	(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 CG/MS test on a urine specimen that tested positive

using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana metabolite.	15*
Cocaine metabolite.	150**
Opiates:	
Morphine	300+
Codeine.	300+
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoylecgonine	
+ 25ng/ml if immunoassay-specific for free morphine	
Barbiturates.	300

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States government which were published in the Federal Register, volume 54, number 230, dated December 1, 1989.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. 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 Officer's personnel file upon the Officer's request.
9. Any 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 departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the Officer's job duties.

J. Substance Abuse Rehabilitation Program

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

K. Procedures for Implementation of the Last Chance Agreement

1. An Officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a last chance agreement.
2. At the discretion of the Chief, the last chance agreement may also be offered to any officer

whose drug test has been confirmed positive by the Medical Review Officer.

3. Standard letter of conditions for continued employment (last chance agreement) must be signed by an authorized representative of the department and the officer.
4. An Officer must attend and successfully complete an authorized rehabilitation program.
5. An Officer must sign a form releasing any and all information to management as may be requested.
6. An 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. An 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 officer must submit to periodic urinalysis on a timetable as may be determined by the Chief.
9. The Officer shall be subject to the terms of this program for three (3) years after their return to work.
10. The Officer must agree in writing that the Officer will be automatically terminated forthwith if a violation of any portion of the last change agreement occurs at any time during it's enforcement term.
11. Officer must be advised that the Officer is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

LAST CHANCE AGREEMENT

Re: _____

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

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

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may be requested.
2. Officer must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. 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. Officer may be allowed to use sick time and may apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Chief, the Officer shall be returned to the Police Department at the rank of _____.
6. Once returned to duty, the Officer will present himself to the department approved substance abuse

rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for a period of not more than three (3) years. Officer _____ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.

7. Once authorized to return to duty, Officer _____ shall submit to controlled substance testing at the discretion of the Chief. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the _____, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. Officer _____ 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 Officer _____ waives any claim thereto.
9. The Association shall withdraw with prejudice the grievance # _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and Officer from any and all claims relating thereto. Officer _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, Officer _____ shall release the County and the Association from all liability and claims he may have had or now has with respect to his employment with the _____ whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining

agreement between the _____ and the
Police Officers Association of Michigan.

10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
12. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____, _____.

OFFICER

UNION REPRESENTATIVE

POLICE CHIEF