

AGREEMENT  
BETWEEN  
CITY OF PLYMOUTH  
AND  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2022 through December 31, 2025

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CITY OF PLYMOUTH  
(COAM)

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AGREEMENT

This Agreement made and entered into this 22nd day of April, 2022, effective January 1, 2022 to and including December 31, 2025, between the City of Plymouth, hereinafter referred to as the Employer, and the Police Command Officers Union, 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.

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 Plymouth Police Command Officers Association 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 command 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/her 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, 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 employees who have signed check off authorizations and whose dues have been deducted from their pay checks. Where an employee, who is on check off, 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 to 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 & Orders. A copy of any order, rule, regulation or training bulletin shall be made available to the Steward of 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 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 working 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, nor 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 subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members.

ARTICLE IX  
SENIORITY

9.1: Seniority shall be defined as a command officer's continuous full-time employment with the Plymouth Police Department since his/her last hiring date, and the Command Officers rank or "time in rank". Ranking authority among bargaining unit members of the same rank shall be determined by time in rank. Officers of the same rank shall have their seniority listed by the date of last promotion to that rank, (e.g. a command officer with more "city seniority" shall not have seniority over a fellow command officer of the same rank who has an earlier promotion 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 of less than 24 months, 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 command officer with prior non-sworn City service 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 of right over other command officers already in the bargaining unit.

9.3: 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.

9.4: 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 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 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.

9.5: All new command officers shall be considered probationary at their new rank for a period of one year.

#### ARTICLE X LAYOFF AND RECALL

10.1: If it becomes necessary to layoff members of the bargaining unit, Department personnel shall be removed on the basis of seniority and rank within the Police Department in inverse order of that seniority and rank. Bargaining unit members, so considered for layoff, may exercise their seniority in any other job within the unit not subject to the promotional process. Laid off employees shall be recalled in accordance with their seniority as defined in Section 9.1: of this Agreement. 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 two (2) weeks before, the effective date thereof.

10.2: Demotions to positions outside of the bargaining unit shall be made only on the basis of just cause. Demotions to accomplish lay-offs or for economic purposes shall not be permitted under this agreement.

10.3: Bargaining unit members may be laid off for reasons, including but not limited to, reduction of staff necessitated as determined by the City Manager and/or City Commission.

10.4: The Employer reserves the right to eliminate positions as they become vacant through attrition.

ARTICLE XI  
PROMOTIONS

11.1: Position Posting & References. In the event of a declared vacancy or newly created position, a bargaining unit member may transfer on the basis of 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 otherwise be provided by the qualifications and procedures set forth for promotion within this contract. Resource materials and text 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. Probationary Period and anticipated length of assignment shall also be made a part of the posting.

11.2: Probation for Promotions. Officers promoted under the provisions 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 reason to the Chief.

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

- A. To take the written examination, a bargaining unit member must have a minimum of one (1) year in current position and have successfully completed the probationary period.
- 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 three ranking police officers equal to or higher than the rank being tested for 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 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 fifty percent (50%) weight will be applied to the score of the written examination and a fifty percent (50%) weight will be applied to the score of the Oral Board. The two scores will be added, and the result will constitute the "final score."
- G. 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.

- H. After the examination has been conducted, the individual applicant may review his/her own examination if it is available.

11.4: Statement of Understanding. The Command Unit recognizes that assignments of ranking officers can change as needs of the Department can be fluid and the ability to adapt quickly is necessary and creates an efficient organization. The City has recently charged itself in preparing employees to take on new roles with the possibility of retirements or other personnel changes through the goal of succession planning. The Command Unit agrees to forgo any requests for wage increases with change of assignments not addressed in the CBA.

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 Accrual. Vacations accrue during the twelve (12) month period beginning each July 1st (the beginning of the fiscal year).

- A. One hundred thirty (130) hours of vacation time may be carried over into the next fiscal year.
- B. 40 Hour Vacation Buyback. During the term of the contract, all members of the PCOA 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.

12.3:     Anticipated Vacation. Seventy-two (72) hours 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.

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

12.5:     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 9<sup>th</sup> of the current year through February 8<sup>th</sup> 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

1<sup>st</sup>-3<sup>rd</sup> Choice             January 1-10

PATROL

1<sup>st</sup> Choice                 January 11-25

2<sup>nd</sup> Choice                January 26-February 8

3<sup>rd</sup> 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 approved 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' union 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 (1<sup>st</sup>-3<sup>rd</sup> choices) leave choices will be honored in "short shift" situations unless an emergency exists.

- 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 Officers 3<sup>rd</sup> choice would supersede all Patrol Officers 1<sup>st</sup>, 2<sup>nd</sup>, & 3<sup>rd</sup> 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.
- G. 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.

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 at 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 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 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 a 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 within fourteen days after the employee receives information as to dates.

ARTICLE XIV  
PERSONAL LEAVE DAYS

14.1: Each employee paid on an annual basis, or an hourly basis shall be allowed forty-eight (48) hours of personal leave, subject to the following:

14.2: 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. Any personal time not used by the following June 30th 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 eight-four (84) limit will be lost.

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

ARTICLE XV  
SICK LEAVE

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

15.2: 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 15.5 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.

15.3: 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 officers pay up to the full base wage amount. This supplemental bank has duration 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 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.

15.4: Sick Leave Qualification. In order to qualify for sick leave payments, the employee must, not later than one (1) hour prior to 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.

15.5: Sick Leave Eligibility. Qualified employees shall, subject to the provisions set forth in this Article, be eligible for paid sick leaves 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) 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 15.9 and 15.12 of this Article.

15.6: Duty Related Illness/Injury. When an employee's absence from work 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/her 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 sick leave or supplemental leave as provided in Sections 15.2 and 15.3 for any duty related illness or injury.

15.7: 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.

15.8: Equivalency. The employee's regular sick leave bank shall be reduced by the actual number of hours the employee is absent from the job.

15.9: Investigations. The Employer reserves the right to conduct reasonable investigations regarding an employee's use of sick time.

15.10: Doctors Certificate-Regular Sick Leave. In order to qualify for sick leave payments for three (3) or more consecutive work days, 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.

15.11: Medical Examination. Prior to returning to work following the use of three (3) or more sick days when sick leave is paid 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.

15.12: Doctor's Certificate - Supplemental Sick Pay. In order to qualify for supplemental payments as per Article 15.3, 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 the same. When an employee furnishes a signed doctor's certificate, he/she will be eligible to receive supplemental pay. The employer reserves the right to require a medical examination by the City's physician when supplemental pay is made. If the determination of the employee's personal doctor and the City's doctor disagree, the doctors will mutually agree upon a third doctor who will examine the employee and render a medical determination. The City and Union both, however, reserve the right to immediately indicate that a third doctor will be 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.

15.13: Violation. When it has been determined that an employee has violated 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.

15.14: Sick Leave Redemption. At the end of each contract year, all unused regular sick leave will be paid to the employee at 100% of its value as of June 30th of each year. This payment will be made in June or July.

15.15: 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-hourwork week or other schedule to facilitate the supervision of the work.

15.16: Funeral Leave. Paid funeral leave shall be available in the event of death of an employee's immediate family as defined in Article 15.5 of the sick leave policy. 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.

15.17: An additional two (2) days funeral leave may be granted at the discretion of the Police Chief or when the employee has to travel further than five hundred (500) miles to attend a funeral for a spouse, child or parent.

#### ARTICLE XVI GRIEVANCE PROCEDURE

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

16.2: 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.

16.3: Presentation of Grievance. To be a proper grievance, it must be presented at the first step of the grievance procedure within fourteen (14) days of knowledge or when such information should have been known.

16.4: 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 1, grievance shall be reduced to writing and presented to the Chief, or his designee, within fourteen (14) days of answer in Step 1.

- B. Step II - Written to the 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 Union and grievant. City Manager shall answer such grievance within fourteen (14) days of said meeting.

- D. Step IV - Arbitration. If the Union feels the grievance is not satisfactorily settled it may, within fourteen (14) days of receipt of answer, file 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. The answer of the Arbitrator at this step is final and binding on all parties.

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

16.6: Cost of Arbitrator. The compensation and necessary expenses of the Arbitrator shall be paid one-half (1/2) by the City and one-half (1/2) by the Union.

16.7: 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.

16.8: 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.

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

16.10: 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 XVII  
SUSPENSION AND DISCHARGE

17.1: 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, a 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 XVIII  
PERSONNEL FILES

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

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

18.3: The city will take every precaution to maintain security of all personnel records.

18.4: An employee must initial disciplinary papers which are to become a permanent part of his/her personnel file prior to admittance to the file. Failure to initial disciplinary paper 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 XIX  
TRAINING

19.1: Recognizing the need for training of employees, the following standards shall be adopted by the Plymouth Police Department.

- A. All command staff employees shall have successfully completed and graduate from the MCOLES approved basic program.
- B. All members of the Police Department shall participate in such in-service training programs as shall be provided from time to time by the Department.
- C. All members of the Police Department 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.
- D. All members of the Department are encouraged to advance their formal academic training at area colleges and universities.

- E. 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.
- F. Each command 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.
- G. The City reserves the right to require training as may be necessary for the implementation and operation of a Public Safety Department.
- H. Command 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.

19.2: Training Pay

- A. Officers shall be paid at their straight time rate based upon an eighty-four (84) hour bi-weekly pay period 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. Upon consent of both the City and the Union, work schedules may be amended to accommodate training.
- B. Officers shall be reimbursed for costs incurred as a result of required or approved voluntary training.

- C. Officers attending overnight out-of-town training will be reimbursed for up to three meals per day up to a maximum of \$50.00 per day. Tips exceeding 18% of any bill will not be reimbursed. Receipts must be provided to receive reimbursement.

19.3: 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 a 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 overtime 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.
- G. A WWSTRU training day is understood to be a period of not greater than eight (8) hours.
- H. 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.
- I. All assignments to the WWSTRU are at the discretion of the Chief of Police.

19.4: 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 XX  
INSURANCE

20.1: Short-term Disability

- A. Seventy (70%) percent of base salary.
- B. All short-term disability begins on the fifteenth (15<sup>th</sup>) day of disability and runs through the

twenty-sixth (26<sup>th</sup>) week of continuous disability or end of period of disability, whichever comes first.

C. Each employee will be issued a copy of the policy.

20.2: Long-term Disability

A. Seventy (70%) percent of base salary less or minus any other income benefits as defined in the insurance carrier's policy.

20.3: 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.

20.4: The amount of benefits 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 Workers' Compensation or disability insurance, has hereinbefore provided.

20.5: Life Insurance. The employer will provide each employee with life insurance equal to two (2) times the annual base salary to the nearest thousand.

20.6: Riot and False Arrest Insurance. The employer will provide each employee with riot and false arrest insurance which is presently in effect.

20.7: 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.

- A. In addition, 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.
- B. If an employee elects not to participate in the plan, he/she will not be allowed to enter the plan until the regular scheduled open enrollment period. However, if an employee loses health insurance coverage through his/her spouse, the employee will be allowed to re-enter the health insurance plan offered by the City of Plymouth the first day of the following month subject to the provisions of the health insurance policy.

20.8: Optical 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

20.9: Dental 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.

20.10: 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 on to City employees as warranted



20.11: Flexible Spending Account. 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.

20.12: New Hires Effective January 1, 2018. All new hires effective January 1, 2018, 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%

ARTICLE XXI  
MISCELLANEOUS

21.1: 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.

21.2: 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.

21.3: Equipment. If equipment is believed to be defective and/or unsafe, the employee will immediately report such defective or unsafe equipment to the Chief. 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 the Chief or his designee.

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

21.5: Shift Trades. Command 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.

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

21.7: 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.

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

21.9: 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 any other 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 not be affected thereby.

21.10: 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.

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

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

21.13: EMR License. Officers who are appropriately certified and licensed as an Emergency Medical Responder (EMR) will receive an annual stipend of \$850 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.

21.14: Paid On-Call Firefighter. The City recognizes that there are individuals within the bargaining unit that are certified Firefighter I and II. These individuals may be employed by the City of Northville Fire Department on a Paid On-Call capacity. The Northville City Fire Department provides fire and emergency services to the City of Plymouth. This is a unique instance of possible secondary employment that requires special consideration.

- A. 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 PCOA for wages and benefits if the City proposes a public safety model for combined police and fire service.
- B. Effective Release From Duty. The City recognizes that the employee(s) who are members of the City of Northville Fire Department may be called to respond outside of the City's normal working hours. Response in these instances is at the discretion of the employee(s). The City also recognizes that these employee(s) may be called during normal working hours. Response in these instances is at the sole discretion of the City. When effectively released from duty by the City on normal working hours, the employee(s) ceases being a City employee and becomes an employee of the City of Northville Fire Department. The hours spent as an employee of the City of Northville Fire Department are paid by the City of Northville Fire Department. In addition, the employee(s) are under the insurance, workers' compensation, etc. of the City of

Northville Fire Department. Furthermore, the employee(s) will be compensated for the time while effectively released from duty by the City from a Special Time-Off Bank. City of Plymouth employees who are members of the PCOA shall not respond as a firefighter during normal working hours in the City of Plymouth. It shall be the sole discretion of the City if members of the PCOA may respond to the City of Northville for an "all-call," during normal working hours.

- C. Special Paid Time-Off Bank. The Special Paid Time-Off Bank is designated for Fire Department Operations with the City of Northville Fire Department only. The bank will be initially credited with 100.0 hours total. The bank will be credited at the start of each fiscal year. In the event the employee uses all hours in their given Special Paid Time-Off Bank, it shall be at the sole discretion of the City to add additional hours. The hours in the Special Paid Time-Off Bank do not carry over from fiscal year to fiscal year. These hours do not have any monetary value to an employee in the event of retirement, termination, resignation or any other leave of employment with the City of Plymouth.

## ARTICLE XXII

### WAGES

22.1: The agreement proposes a fourteen and a half (14.5%) increase over the four year contract term to be paid as follows:

Year 1	1/1/2022 - 3% & 7/1/2022 - 1%
Year 2	1/1/2023 - 2% & 7/1/2023 - 1.5%
Year 3	1/1/2024 - 2% & 7/1/2024 - 1.5%
Year 4	1/1/2025 - 2% & 7/1/2025 - 1.5%

		PLYMOUTH COAM WAGE								
		Current	1/1/2022	7/1/2022	1/1/2023	7/1/2023	1/1/2024	7/1/2024	1/1/2025	7/1/2025
			3.0%	1.0%	2.0%	1.50%	2.0%	1.50%	2.0%	1.50%
Sergeant		\$41.03	\$42.26	\$42.68	\$43.54	\$44.19	\$45.07	\$45.75	\$46.67	\$47.37
First Six (6) Months			\$87,903	\$88,782	\$90,557	\$91,916	\$93,754	\$95,160	\$97,064	\$98,519
Sergeant		\$43.55	\$44.86	\$45.31	\$46.21	\$46.90	\$47.84	\$48.56	\$49.53	\$50.27
			\$93,302	\$94,235	\$96,119	\$97,561	\$99,512	\$101,005	\$103,025	\$104,570
Lieutenant		\$47.92	\$49.36	\$49.85	\$50.85	\$51.61	\$52.64	\$53.43	\$54.50	\$55.32
			\$102,664	\$103,690	\$105,764	\$107,351	\$109,498	\$111,140	\$113,363	\$115,063
Utilized the current pay rates of \$41.03, \$43.55, & \$47.92 as a starting figure.										

22.2: Daylights Savings Time. Eliminate so members of bargaining unit are paid for the regular 12-hour shift without the gain or loss of an hour based on daylight savings.

### ARTICLE XXIII OVERTIME

23.1: Shift Briefing and Debriefing. A lump sum payment of fifty (50) hours of straight time will be paid on the first payday after Thanksgiving to all members.

23.2: 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. Overtime for special events in which the City is compensated may be paid at double time comp time, at the officer's choice.

23.3: Reporting Time. When an officer is called to work on a non-duty day and receives less than forty-eight (48) hours advance notice of reporting time, he/she shall be paid double time for a minimum of three (3) hours. A minimum of two (2) 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.

23.4: Overtime. All overtime will be a minimum of three hours (which matches court time minimum) with an exemption for firearms qualifications not being eligible for minimum of three hours of overtime.

23.5: 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. However, upon mutual consent of both parties, changes in the work schedule to accommodate in-service training may be made.

23.6: Court Time. Employees reporting on an off-duty day for court shall be paid at the rate of time and one-half (1-1/2) with a minimum of three (3) hours.

23.7: Comp Time. All 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 84 hours. Once maximum is reached, any overtime worked will be compensated in accordance with this article. Accumulated comp time may be used upon approval of the department head supervisor. Upon termination of employment, employees will receive compensation at their current rate straight time hourly rate or the average rate of compensation for the last three years, whichever is higher, for all accumulated comp time.

23.8: 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.

23.9: 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 supervisors 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.

23.10:

- A. All eligible Command Officers will be provided the opportunity to work any Overtime detail that requires resources provided by an outside law enforcement agency.
- B. Special Event Sign-Up. The Chief will provide a sign-up sheet when reasonable due to time restrictions.

23.11: A. Court Time. Night shift officers who are subpoenaed to court and have to work the same day would be allowed to use comp time to comp out for the entire shift IF the court proceeding goes past 1300 hours. Comp time would be allowed to be used, regardless of whether overtime is created for the night shift. (Currently, only 6 hours of comp is allowed to be used).

B. Subpoena for Court (Night Shift officers). 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.

23.12: Field Training Officer (FTO) Incentive. 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 1<sup>st</sup> of each year.

ARTICLE XXIV  
RETENTION PAY

24.1 Seniority pay rate remains the same with the following exceptions:

	Full-Time	Part-Time
Year 5	\$500	\$250
Year 6	\$300	\$150
Year 7	\$350	\$175
Year 8	\$400	\$200
Year 9	\$450	\$225
Year 10	\$750	\$375

Year 11	\$550	\$275
Year 12	\$600	\$300
Year 13	\$650	\$325
Year 14	\$700	\$350
Year 15	\$1,000	\$500
Year 16	\$800	\$400
Year 17	\$850	\$425
Year 18	\$900	\$475
Year 19	\$950	\$475
Year 20	\$1,250	\$625
Year 21	\$1,050	\$525
Year 22	\$1,100	\$550
Year 23	\$1,150	\$575
Year 24	\$1,200	\$600
Year 25	\$1,500	\$750

All years beyond 25 maintain a cap of \$1,500

Also incorporating current part-time scale and credit for part-time years of service formula TBD.

ARTICLE XXV  
CLOTHING AND UNIFORM ALLOWANCE

25.1: 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 dollars (\$850.00) per year. In addition, each member of the SOT/MFF teams will receive an additional \$100 per year and is to be used as the officer deems necessary for the purpose 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 \$1,950 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.



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

25.3: 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' prescription glasses (two hundred fifty [\$250] limit), watches (\$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 XXVI  
RETIREMENT

26.1: 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 (13%) percent of the employee's W-2 wages into the defined contribution program.
- B. Employees hired on or after July 1, 2012: The City will contribute ten (10%) percent of the employee's base salary into the defined contribution program.
- C. 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.

26.2: Retiree Coverage.

- A. Employees hired prior to 7/1/01. Employees with twenty (20) years of service with the City of

Plymouth shall receive, for themselves and their 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. Employees with less than 20 years of service with the City of Plymouth will not be entitled to any insurance benefits through the City upon retirement. 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 the retiree's expense.

- B. Employees hired on or after 7/1/01. The City will provide for the retiree and spouse any and all medical, dental, prescription and optical benefits received by active member of the bargaining unit. In order to be eligible for coverage, the employee must have 25 years of service with the City of Plymouth or have 20 years of service with the City of Plymouth and have reached age 52. Retiree coverage will include medical, dental, prescription and optical benefits received by an active member of the bargaining unit. The cost of the medical and prescription 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 the retiree's expense.

- C. Retirement Spouse Benefit. Effective January 1, 2015, 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 for 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 coverage.
- D. The Employer and the Union have bargained for and agree that the right to receive the retiree health benefits as set forth herein 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 Employer reserves the right to modify the health insurance plans and coverage provided to retirees at any time as the benefits that are offered to active employees may change, with the intent that retirees receive health care benefits comparable to what active employees receive at any given time, but not the right to receive such coverage. The parties have bargained for and intend that this section survive the termination of this Collective Bargaining Agreement.

26.3: In all cases, insurance benefits will not commence until the employee begins receiving retirement benefits through either the Municipal Employees' Retirement System or the ICMA RETIREMENT Trust. Said insurance benefits will be coordinated with benefits received through Medicare or other sources.

Retirees eligible to receive substantially equivalent or better medical benefits from another employer or spouse's employer, at substantially equivalent or less cost to the retiree, may not participate in the City's medical plan until eligibility for coverage with the other employer ends.

If more than one benefit plan is provided under the contract, then the retiree will receive the plan providing the greatest benefit level.

26.4: 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 reopening 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 percent 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. 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.

- G. 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.
- H. This plan is subject to a full review of IRS regulations regarding implementation, limitations, by City staff and/or subject matter experts.
- I. Sgt. Edwards Clause. There is one member of the bargaining unit that currently contributes 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. Sgt. David Edwards 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.

26.5: Killed in Line of Duty. In the event a member of the bargaining unit is killed in the line of duty, the surviving spouse/beneficiary shall be entitled to the following:

- a. Life Insurance Policy - 2x Yearly Base Salary (maximum \$280,000).
- b. Accidental Death & Disability Policy - 2x Yearly Base Salary (maximum \$280,000). (Coverage is subject to the rules and regulations of the insurance carrier)
- c. Medical Coverage (Health, Vision, Dental, Prescription) for currently covered spouse/dependents at time of death - 12 Months.

In addition, if employee is eligible to receive retiree health care benefits, the employee will be considered retired at the time of death and the surviving spouse, if eligible will be able to receive City retiree medical insurance coverage. Coverage will coordinate and be supplemental to coverage received or eligible to

receive 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.

Further, if employee receives a Health Care Savings Plan (HCSP) provided by the City, in lieu of retiree health care coverage, they will be considered fully vested in the HCSP at the time of death.

26.6: Non-Duty Related Death. In the event a member of the bargaining unit killed while off-duty (i.e. not currently working a scheduled shift), the surviving spouse/beneficiary shall be entitled to the following:

- a. Life Insurance Policy - 2x Yearly Base Salary (maximum \$280,000).
- b. Accidental Death & Disability Policy - 2x Yearly Base Salary (maximum \$280,000). (Coverage is subject to the rules and regulations of the insurance carrier).
- c. Medical Coverage (Health, Vision, Dental, Prescription) for currently covered spouse/dependents at time of death - 12 Months.

In addition, if employee is eligible to receive retiree health care benefits and the employee has met the years of service obligation, the employee will be considered retired at the time a certificate of death is provided to the City and the surviving spouse, if eligible will be able to receive City retiree medical insurance coverage. Coverage will coordinate and be supplemental to coverage received or eligible to receive 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 to receive medical benefits provided by the City of Plymouth.

Further, if employee receives a Health Care Savings Plan (HCSP) provided by the City, in lieu of retiree health care coverage, they will be considered fully vested in the HCSP at the time a certificate of death is provided to the City.

ARTICLE XXVII  
SHIFT DIFFERENTIAL

27.1: All scheduled hours for a night shift officer are paid the 3% premium (1830-0630). No other officer is eligible for the 3% premium until 2030 (officers held over), as it is now.

ARTICLE XXVIII  
HOLIDAY PAY

28.1: Officers shall be paid eight (8) hours of pay at their straight time rate based upon forty (40) hour work week for each of the following holidays:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day
Columbus Day	Labor Day

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

ARTICLE XXIX  
WAIVER

29.1: The parties acknowledge that during the negotiations which result in the 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 the 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 XXX  
WORK SCHEDULES

30.1: Employees covered under this agreement shall work an eighty-four (84) hour, bi-weekly work schedule.



30.2: The work schedule will be a twelve (12) hour work day and an eighty-four (84) hour bi-weekly pay period. Employees will be paid at their straight time hourly rate for the twelve (12) hour work day, eighty-four (84) hour pay period.

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

30.4: Command Officers will bid on their hours worked (which shifts) thirty days prior to January 1st, May 1st, and September 1st of each year for the following four (4) month period. Shift selection will be made based upon rank or time in rank. Starting times may be changed by mutual agreement between the Chief and the Command Officers.

ARTICLE XXXI  
PUBLIC SAFETY

31.1: City and Union agree to the public safety concept subject to terms and conditions negotiated at a future meeting. In the event an agreement cannot be reached, it will be sure of 312 interest arbitration.

ARTICLE XXXII  
TUITION REIMBURSEMENT

32.1: The City agrees to provide up to \$1,500 education allowance per fiscal year to be used for educational purposes leading towards an Associate's, Bachelor's or Master's degree including standalone courses work in the field of police work. This is to include Criminal Justice, Law Enforcement, Public Administration, Sociology, or Psychology. Doctorate or Law School courses are excluded.

32.2: Said Educational 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 educational allowance may be carried over from year to year, to a maximum amount of \$3,000.

32.3: Educational expenses eligible for reimbursement are tuition and books. Other expenses such as parking fees, mileage, school fees, etc. are not eligible for reimbursement.

32.4: Members of the bargaining unit will attend courses on their own time and without additional compensation from the City. No course work will be scheduled during normal employee working hours.

32.5: Members of the bargaining unit can submit proof of payment and copy of the transcripts showing successful completion of class/course for reimbursement. Successful completion shall be defined as a 'C' average or a certificate of completion.

32.6: Members of the bargaining unit must have prior approval for the course to receive reimbursement. If course is taken without approval from the Chief of Police, it will not be reimbursed.

32.7: Educational institution must be recognized, approved, or accredited by an appropriate agency such as North Central, State Board of Education, United State Department of Education or other nationally recognized approval agency.

32.8: Payment for course will not be made directly to any institution and will be reimbursed after successful course completion. Successful completion shall be defined as a 'C' average or a certificate of completion.

ARTICLE XXXIII  
TERMINATION OF AGREEMENT

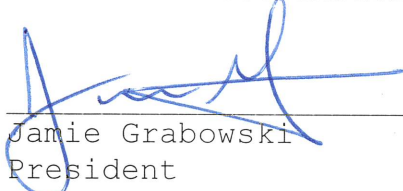
33.1: This Agreement shall remain in full force and effect for the period from January 1, 2022 until midnight of December 31, 2025, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60) day prior to December 31, 2025, serve written notice on the 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 December 31, 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 22<sup>nd</sup> day of April, 2022.

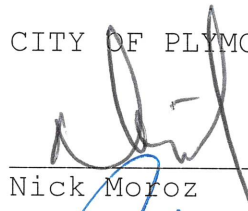
COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

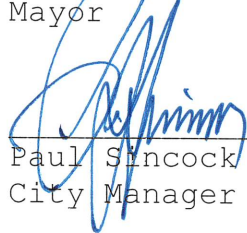
  
Thomas K. Funke  
Business Agent

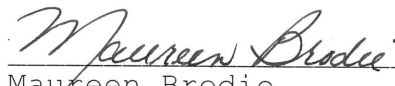
PLYMOUTH POLICE COMMAND  
OFFICERS ASSOCIATION

  
Jamie Grabowski  
President

CITY OF PLYMOUTH

  
Nick Moroz  
Mayor

  
Paul Sincock  
City Manager

  
Maureen Brodie  
City Clerk

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 its 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.

Appendix B

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 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 is 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 \_\_\_\_\_ 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 \_\_\_\_\_,  
2006.

\_\_\_\_\_  
OFFICER

\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
POLICE CHIEF