

AGREEMENT BETWEEN
THE
CITY OF WYANDOTTE
A MICHIGAN MUNICIPAL CORPORATION

AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
POLICE AND FIRE
DISPATCHER
BARGAINING UNIT

OCTOBER 1, 2014
THROUGH AND INCLUDING
DECEMBER 31, 2018

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AGREEMENT

This Agreement is made between the City of Wyandotte, hereinafter referred to as the "City" or "Employer", 3131 Biddle Avenue, Wyandotte, MI 48192 and the Police Officers Association of Michigan, hereinafter referred to as "POAM" or "UNION", 27056 Joy Road, Redford, MI 48239-1949.

ARTICLE 1 INTENT

1.1: This Agreement is made for the purpose of achieving better understanding between the parties, and to provide for orderly adjustment of differences which may arise.

1.2. Financial Manager Statute: This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Act 436 of 2012 or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act ("the Act")); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

ARTICLE 2 RECOGNITION

2.1: The Police Officers Association of Michigan is hereby recognized as the exclusive bargaining agent for all full-time and part-time Police and Fire Dispatcher employees of the Wyandotte Police Department in all matters of wages, hours and other terms and conditions of employment.

ARTICLE 3 MANAGEMENT'S RIGHTS

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

3.2: The Department may supplement dispatch employees with part-time employees. Part-time employees that engage in dispatching will be part of the bargaining unit but would not be eligible for contractual fringe benefits, except vacation, shift differential and double time worked on a holiday as described in Articles 21, 30 and 31. Records Department work will cease to be bargaining unit work.

Part-time employees will be placed on a fixed schedule (assigned by management) that will not exceed an average of twenty-nine (29) hours per week.

3.3: Departmental reorganization and/or reductions affecting this bargaining unit will first be discussed with the Union prior to implementation.

ARTICLE 4 DISCRIMINATION

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

ARTICLE 5 BARGAINING UNIT DUES AND PAYROLL DEDUCTIONS

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

5.2: The City agrees to deduct dues and service fees from the pay of full-time and part-time employees who give written authorization to the City for such deduction and to transmit dues and service fees collected to the Police Officers Association of Michigan so long as this authorization is in effect and is not revoked by the employee. Deductions will be made from each pay for a total of twenty-four (24) pays. The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Union. All dues deducted will be mailed to the Treasurer of the Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239-1949.

ARTICLE 6 AGENCY SHOP

6.1: All full-time and part-time employees in the bargaining unit shall, on the thirtieth (30th) day following the beginning of their employment, as a condition of their employment or of continued employment either:

- A. Become members of the Union or;
- B. Pay to Union an amount as described in section 6.4, subsection B below.

6.2: In the event that an employee covered by section 6.1 above does not join the Union or tender his/her service fee to the Union either directly or through a voluntary deduction authorization, as provided below on the thirtieth (30th) day as required, such employee shall be discharged within thirty (30) days by the Police and Fire Commission provided the Union complies with the following:

- A. Fulfilled its obligation by sending written notice to the employee that he/she has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice should be sent to the City Department of Finance and Administration.
- B. Fulfillment of its responsibilities by sending written notice to the employee (copy to the City) that he/she has not fulfilled his/her obligations by the requisite date and that

a request for his/her termination was being made to the City Department of Finance and Administration.

- C. By stating in the request for termination that such request is in conformance with the provisions of the Article, that the employee has not complied with his/her obligations, that it is an official request of the Union and that the save "harmless" clause shall be put into effect.

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

6.4: Payroll deductions described in Article 5. The deductions permitted under the authorization shall be:

- A. Union Member: The regular and equal amount of Union dues and fees per official written direction of the POAM Treasurer.
- B. Non-Member: An amount equal to those membership dues necessary to service the contract.

6.5: The Union will protect and save harmless the City from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the City for the purpose of complying Article 5 and Article 6.

ARTICLE 7 COPY OF AGREEMENT

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

ARTICLE 8 MAINTENANCE OF CONDITIONS

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

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

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

ARTICLE 9
SAVINGS CLAUSE

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

ARTICLE 10
DURATION

10.1: Terms of Agreement. This Agreement shall be effective as of October 1, 2014 and shall remain in force and effect to December 31, 2018.

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

10.3: Extension. In the event that negotiations extend beyond the said expiration date of this Agreement the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract, subject to termination by either party on thirty (30) days written notice.

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

ARTICLE 11
BARGAINING UNIT COMMITTEE

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

11.2: One (1) member of the committee may be released from work at one time without loss of pay, and with department head approval for the purpose of negotiating or handling of grievances, shall be permitted reasonable access to City work areas in order to conduct bargaining unit business as related to this contract. Committee members may be released from work only if it does not cause an overtime situation. The City will not prohibit any member of the bargaining unit from participating in negotiations or the grievance procedure, providing that only one (1) member may be released from duty.

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

11.4: One (1) member of the bargaining unit will be allowed off one (1) day with pay, to attend the POAM's Annual meeting, providing that thirty (30) days prior notice is given to the City. The release will only be granted if it does not create an overtime situation.

ARTICLE 12
GRIEVANCE, DISCHARGE AND DISCIPLINE

12.1: Should any differences, disputes or complaints arise as to the meaning, application or interpretation of the provisions of this Agreement, including Department Rules and Regulations, such differences shall be resolved in the following manner. (Time limits in this section exclude Saturday, Sunday and Holidays provided in this Agreement):

- Step 1. Oral - an employee may discuss his/her complaint with his/her immediate supervisor, with or without his/her union representative. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. If the matter is not resolved within five (5) days after the date of discussion, the complaint shall be presented as indicated in Step 2.
- Step 2. A grievance must be submitted in written form within ten (10) days of the occurrence, or knowledge of this occurrence, or five (5) days of Step 1. After the written grievance is presented to the grievant's commanding officer, he/she shall have five (5) days to present his/her written answer to the grievance committee.
- Step 3. If the grievance is not settled in Step 2, the grievance committee shall, within five (5) days of receiving the Step 2 answer, request a meeting with the Chief of Police or his/her designee. The Chief or his/her designee shall present a written answer to the grievance committee within seven (7) days of the meeting.
- Step 4. If the grievance is not resolved in Step 3, the grievance committee may appeal the matter to the City Administrator within seven (7) days of receiving the Step 3 answer. The City Administrator should meet with the grievance committee and the grievant within fifteen (15) days after receiving the request. The City Administrator shall have five (5) days in which to submit a written answer to the grievance committee.
- Step 5. If a satisfactory settlement is not reached in Step 4, either party, the bargaining unit or the City, may within thirty (30) days, demand arbitration.
- A. Notice of intent to arbitrate the dispute shall be served upon either party.
 - B. The parties shall attempt to select an arbitrator on a voluntary basis.
 - C. If the parties cannot mutually agree to an arbitrator within ten (10) days of the demand for arbitration, such selection shall be made in accordance with the rules of the Federal Mediation and Conciliation Service.
 - D. The decision of the arbitrator shall be final and binding on all parties.
 - E. The arbitrator may not add to, subtract from, change or amend any terms of this agreement, rather, he/she shall interpret and apply the same.
 - F. The expense of arbitration shall be shared equally by the parties.
 - G. The arbitrator shall have the authority in cases concerning discharge, layoff or discipline to order the payment of back wages and compensation for an employee which the employee would otherwise have received (less actual

compensation earned from other employers or self-employment,
unemployment compensation or other similar sources).

12.2: General. Any dispute not appealed from one step to a higher step shall be considered settled.

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

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

ARTICLE 13 SENIORITY

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

13.2: Subject to the provisions of Sections 13.4 through 13.10 of this article providing for adjustment of seniority, continuous service shall mean employment without interruption or break, except interruptions or breaks that the Rules and Regulations and/or the City Council may consider as not affecting seniority. An employee who is discharged and whose discharge is subsequently reversed through the grievance procedure, shall not suffer a break in continuous service as a result of the discharge.

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

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

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

13.6: Military leave as defined in Federal law shall not be considered as interruption in seniority.

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

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

13.9: An employee shall not suffer a break in seniority for a leave of absence as described in Bereavement Leave, Article 22, or a leave under the provisions of the Family and Medical Leave Act (Article 19 and Article 20).

13.10: Seniority shall terminate if an employee:

- A. Resigns or retires.
- B. Is discharged for just cause and it is not reversed.
- C. If he/she is laid off for a period equal to his/her seniority at the time of layoff or two (2) years, whichever is the lesser.
- D. Fails to return to work at the termination of any leave, unless on the day he/she was to return from leave, the employee notifies the City of his/her inability to return and is able to establish that it was physically impossible to return to work.

13.11: Shift selection shall be selected annually in April and October. If twelve (12) hour shifts are established, shift schedules will be 7am – 7pm and 7pm – 7am for a total of 2,184 annual hours.

13.13: A part-time employee who becomes full-time shall have his/her seniority computed as of the date he/she begins to work full-time.

ARTICLE 14 PROBATION

14.1: New employees will be on probation for eighteen (18) calendar months from date of hire. Probationary employees may be discharged at the Employer's discretion without recourse to the grievance procedure.

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

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

14.4: All members hired after February 1, 2003, will not be eligible to use vacation, personal, compensatory, or bonus vacation time and will not earn bonus vacation days or compensatory time until after the completion of one (1) year of service.

ARTICLE 15 LAYOFFS

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

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

15.3: Layoffs and recalls shall be governed by seniority. The employee who has the least seniority shall be the first to be laid off from the affected classification and the last to be recalled. Recalls shall be in the reverse order of layoffs.

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

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

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

ARTICLE 16 PAY DATES

16.1: Employees will be paid by direct deposit no later than sixty (60) hours after completion of the pay period, excepting breakdowns and emergencies all subject to the discretion of the City Treasurer.

ARTICLE 17 HOURS OF EMPLOYMENT

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

17.1.1: Part-time employees will be placed on a fixed schedule (assigned by management) that will not exceed an average of twenty-nine (29) hours per week.

17.2: The work week is meant to be the average of forty (40) hours per week for work performed over a twenty-eight (28) day period.

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

17.4: Dispatchers will work eight (8) hours a shift on a platoon with one-half ($\frac{1}{2}$) hour paid lunch and two (2) fifteen (15) minute paid breaks. They may attach one (1) or both breaks to their lunch. If an employee attaches one (1) or both breaks to lunch, they will forfeit the break(s) for that day.

17.5: Twelve (12) hour shift conditions are described in Attachment "A". If twelve (12) hour shifts are implemented, Attachment "A" supercedes sections 17.1, 17.2, and 17.4.

17.6: Shifts will be permanent shifts selected by seniority, highest seniority first.

17.7: Part-time employees are not entitled to seniority-based shift selections.

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

ARTICLE 18
OVERTIME

18.1: Subject to the provisions set forth in this article, employees shall be paid overtime at the rate of one and one-half (1-1/2) times the hourly rate for time of seven and one-half (7-1/2) minutes or more worked in excess of eight (8) hours in a day which is attached to either end of an employee's tour of duty. Such overtime is to be computed to the nearest quarter (1/4) hour.

(Note: 12 hour shift conditions are set forth in Attachment "B".)

18.2: Call-In-Time (Unscheduled shift). Overtime for full-time employees will be continued to be offered based on seniority. When an employee is called-in and reports to work outside of his/her regularly scheduled duty hours, unless notified in advance of a schedule change, he/she shall be paid call-in-time for a minimum of four (4) hours at the rate of time and one-half (1-1/2). Employees shall be paid at this overtime rate for all such call-in-time worked provided these hours are not contiguous to their regularly scheduled tour of duty. For purposes of this section, "in advance" means twenty-four (24) hours prior to the time the employee is normally to report to duty except in emergencies. Part-time employees will be paid straight-time unless required by the Fair Labor Standards Act.

Overtime for full-time dispatchers shall be offered by the Department in the following order:

- A. To the dispatcher(s) scheduled to be off-duty, in order of seniority.
- B. To the dispatcher scheduled to work the preceding shift.
- C. To the dispatcher scheduled to work the succeeding shift.
- D. To the dispatchers scheduled to work the preceding and succeeding shifts, if they agree to split the overtime assignment.

If an overtime call-in is made using an electronic messaging system, the same policy relating to seniority will be used. The message must be answered within fifteen (15) minutes. If the message is not returned within the allotted time frame, the employer will offer the overtime opportunity to the dispatcher with the next highest seniority.

Part-time employees are not entitled to seniority-based overtime.

If all employees listed in (A) through (D) decline the overtime opportunity, overtime shall be mandatory for the dispatchers scheduled to work the preceding and succeeding shift; each dispatcher shall work four (4) hours of mandatory overtime in addition to his/her regular shift.

The procedure when ordering persons in for overtime will be a department call to bargaining unit members asking for volunteers and advising the bargaining unit person that if no one volunteers that person on the telephone is ordered to work unless the department calls the person back. The department record of the call shall be presumed to be correct as to whether or not required calls were or were not made.

Bargaining unit members on previously scheduled vacation will not be ordered to work but may volunteer if called by the Department.

18.3: A member of this bargaining unit may accumulate up to seventy-two (72) straight time hours as compensatory overtime in lieu of overtime compensation provided:

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

For accumulation purposes, an employee cannot split hours to be worked, unless the hours to be accumulated, when added to other accumulated hours, will surpass seventy-two (72) straight time hours, in which event the employee may designate hours to be accumulated up to the seventy-two (72) hour maximum and shall be paid the balance in excess of seventy-two (72) hours.

- D. If the employee has not taken the accumulated compensatory time as of the ending date of each contract year or prior to the annual negotiated across-the-board wage increase, the City shall pay the compensatory time as of that date. This payment will be made the second pay date following the ending date of each such contract year, and shall be based upon the rate of pay in effect when the compensatory time was earned.

ARTICLE 19 LEAVE WITHOUT PAY

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

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

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

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

ARTICLE 20
SICK LEAVE

20.1: All members (except new hires and part-time employees) of the bargaining unit shall be granted sick leave on the basis of eight (8) hours for each completed month of service with unlimited accumulation.

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

20.3: When all such time shall be exhausted, the City shall carry the employee at his/her full salary, or wage for a period not to exceed one (1) year and the City Council shall, at this time, in conjunction with the City Physician and the Department Head, review such disability case. Disability cases considered as likely to be permanent may be referred to the Retirement Commission for consideration and appropriate action.

If the disability is not considered permanent, the employee will be placed on a non-paid leave of absence, exclusive of Worker's Compensation benefits. Health Insurance will be continued for a period of three (3) months following the month in which the leave of absence began. Life Insurance coverage will be continued for six (6) months following the month in which the leave of absence began and be referred to the insurance company for consideration of waiver of premium.

20.4: Regulations and Uses of Sick Leave.

- A. In addition to absence because of personal illness, sick leave may be used where the employee is quarantined because of exposure to contagious diseases that may endanger the health of others.
- B. Sick leave may be granted for absence because of illness in the employee's immediate family where the employee must provide personal care and attention. The immediate family includes parents, grandparents, children, brothers, sisters, and spouse of the employee and any other persons who are normally members of the employee's household. Such leave shall not exceed forty (40) hours in any one (1) calendar year and extensions beyond the above shall be submitted for approval to the City.
- C. All accumulated or unused sick leave shall be credited to any employee recalled from a layoff, or returning from an authorized leave of absence.
- D. Sick leave shall accumulate from the date of employment and may be taken with approval of the appointing authority after the completion of six (6) months of satisfactory service.
- E. An employee on sick leave shall notify his/her immediate superior at least one (1) hour prior to his/her tour of duty, on the first day of illness and at least two (2) hours prior to his/her tour of duty each day thereafter for a continuing illness. If the illness

is of a serious type and the employee is off for more than five (5) days then he/she need not call each day.

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

20.6: Sick Leave Pay-Out at Retirement after 25 years of Service or 10 Years of Service at age 55.

- A. After 02/01/94, the maximum sick leave accumulation for purposes of this section is 720 hours. The method of computation shall be as follows:

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

20.7: Sick Leave Accrual. Sick leave shall cease to accrue after one (1) year for an employee who has been on a leave of absence due to a work-related injury, if the employee elects not to supplement his/her worker's compensation benefits as specified in Section 20.6. If the employee elects to supplement his/her worker's compensation benefits, sick leave shall continue to accrue for the duration of the leave of absence. Sick leave shall cease to accrue for all other leaves in any month in which the employee receives no compensation from the City.

ARTICLE 21
VACATION LEAVE AND PERSONAL LEAVE DAYS

21.1: All full-time personnel (except new hires) shall accumulate vacation leave days as follows:

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

0 through 5 years earns 96 hrs
6 through 10 years earns 120 hrs
11 through 15 years earns 144 hrs
16 through 20 years earns 168 hrs
21 through 25 years earns 192 hrs
26 years or more earns 192 hours, plus an additional 4 hours per year for each year of continuous service over 25 years.

21.1.1: All part-time employees will earn six (6) hours of vacation for any month they actually work sixty (60) hours. Paid time off shall not be considered time worked. Vacation time by part-time employees may be used after six (6) months of continuous service.

21.2: Regulations Governing Vacation Leaves.

- A. Vacation shall accumulate from the date of employment (subject to the provisions 14.3 and 14.4) and may be allowed by the appointing authority after the completion of six (6) months of satisfactory service.
- B. Any regular full-time employee may accumulate up to three hundred twenty (320) hours vacation leave.
- C. Employees may, subject to the prior approval of the appointing authority, take any amount of their earned vacation leave at any time during the calendar year, as long as overtime is not created (subject to the provision of 14.3 and 14.4). Vacation selections shall not exceed seven (7) consecutive work days in duration without approval from the employer after all members have submitted their vacation requests. Vacation requests in excess of seven (7) calendar days may be denied if the employer is unable to fill the position based on staffing levels.

Part-time employees shall not be entitled to seniority-based vacation picks.

- D. Any employee transferred from one (1) department to another shall carry accumulated vacation leave to such other units.
- E. Vacation leave must be earned before it is taken.
- F. On separation from the City service, employees shall be paid for unused vacation leave up to a maximum of three hundred twenty (320) hours.
- G. Vacation schedules shall be subject to the appointing authority's approval.
- H. If two dispatchers are assigned to the same shift, one dispatcher may be allowed vacation leave as long as it does not create an overtime situation. If only one dispatcher is assigned to a shift, vacation leave will be covered by a dispatcher from a shift which has two dispatchers assigned to it.
- I. Single vacation days must be requested at least fourteen (14) days in advance and will only be granted if no overtime is created.
- J. Vacation shall cease to accrue after one (1) year for a full-time employee who has been on a leave of absence due to a work-related injury, if the employee elects not to supplement his/her worker's compensation benefits as specified in Section 20.6. If the employee elects to supplement his/her worker's compensation benefits, vacation shall continue to accrue for the duration of the leave of absence. Vacation shall cease to accrue for all other leaves in any month in which the employee receives no compensation from the City.

21.3: Bonus Vacation. Full-time employees shall be eligible for bonus vacation days based on their prior calendar year sick time experience (subject to 14.3 and 14.4).

00 sick hours used earns 48 hrs
8 sick hours used earns 40 hrs
16 sick hours used earns 32 hrs

24 sick hours used earns 24 hrs
32 sick hours used earns 16 hrs
40 sick hours used earns 08 hrs
48 sick hours used earns 00 hrs

21.4: Personal Leave Days. Except for new hires, (see 14.3) and part-time employees, twenty-four (24) hours of personnel leave time, non-accumulative, may be taken per year at the discretion of the administration of the department. Personal leave shall be granted provided that no overtime results from this action. Personal leave days will not be chargeable to the employee's sick leave or vacation leave. Personal leave days are to be used within the time period of October 1st through September 30th of each year. Full-time employees may take annually the equivalent of one (1) normal work day, either twelve (12) hours or eight (8) hours, shall be granted regardless if an overtime situation is created.

ARTICLE 22 BEREAVEMENT LEAVE

22.1: Time off with pay shall be allowed a full-time employee in the case of death in the employee's immediate family as defined below for three (3) work days subject to the following:

- A. Such time off must be taken during the period of the date of death and the day of the funeral.
- B. Funeral leave shall not be extended beyond the day of the funeral due to leave day falling within the allotted time off.
- C. If a death in the employee's immediate family occurs during an employee's scheduled vacation, he/she shall receive funeral leave subject to the provisions of A and B.

The immediate family includes only parents, stepparents, children, sons-in-law, daughters-in-law, brothers, sisters, grandparents, step brothers and step sisters, spouse of the employee and the spouse's family, as described above, and any other persons who are normally members of the employee's household. Step parent shall mean a person who has either legally adopted the employee or his/her spouse or a person who is (A) the spouse of the employee's or employee's spouse's parent due to marriage subsequent to that of which the employee or his/her spouse is the offspring, and (B) who has provided financial support for such employee or his spouse.

Part-time employees are not entitled to bereavement leave.

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

ARTICLE 23 UNIFORM ALLOWANCE

23.1: An annual uniform allowance as described below will be prepaid to full-time employees as follows:

The annual uniform allowance shall be five hundred dollars (\$500.00) a year, paid in equal amounts the first week of October and the first week of April. When an employee commences employment, a uniform allowance shall be computed and prepaid to him/her. When an employee is separated from service for any reason, the uniform allowance shall be prorated and the prepaid unearned amount deducted from severance pay.

Part-time employees will be provided uniforms.

ARTICLE 24
HEALTH INSURANCE

24.1: All eligible full-time employees will have the choice of the following group health insurance (which includes hospitalization, dental, vision, and prescription drug coverage) for each eligible employee, spouse, and dependents under the age of twenty-six (26) years of age. If the Federal Health Care laws regarding mandatory dependent coverage are subsequently changed, the coverage age will be revised to twenty-three (23) years of age. Part-time employees are not eligible for health insurance benefits.

Blue Cross/Blue Shield Community Blue PPO 3

- A. Hospitalization: Blue Cross Blue Shield Community Blue Plan 3: (Community Blue Basic, ASFP, BMT, CB-PCB, CRNA, CNM, CNP, DXTMG, EBMT, ECIP ESRD, FC DC, GCO, GLE-1, HMN, ICMP, K260, PTFS-COMPS, PTS-PSG, SUBRO2, SOTPE, RAPS)
- B. Prescription: Blue Cross Blue Shield Drug Rider: PD-CR \$15.00 GENERIC/\$30.00 BRAND, MOPD \$15.00 GENERIC/\$30.00 BRAND, PREFERRED RX, PD-BC2X, RXDAA
- C. Dental: Blue Cross Blue Shield Group Dental Care: Class I – 100%; Class II – 80%, Class III – 50% with a \$50 per person/\$100 per family deductible; \$1,000.00 per year for Classes I, II, III; Class IV – Orthodontics Services 50% lifetime limitation \$1,000.00 up to age 19. (K1000, CDC-FC, DXTMG, RDC-DENTAL, SUBRO2, OS-50-1000, FC DC, GCO)
- D. Vision: Blue Cross Blue Shield Vision Plan: VCA-80, FLVS(A), FC DC, GCOC.

Blue Care Network HMO

- A. Hospitalization: Blue Care Network Plan #129760. (HMO)
- B. Prescription: Prescription Drug \$15.00 Generic/\$30.00 Brand, MOPD \$15.00 Generic/\$30.00 Brand.
- C. Dental: Blue Cross Blue Shield Group Dental Care: Class I – 100%; Class II – 80%, Class III – 50% with a \$50 per person/\$100 per family deductible; \$1,000.00 per year for Classes I, II, III; Class IV –

Orthodontics Services 50% lifetime limitation \$1,000.00 up to age 19. (K1000, CDC-FC, DXTMG, RDC-DENTAL, SUBRO2, OS-50-1000, FC DC, GCO)

- D. Vision: Blue Cross Blue Shield Vision Plan: VCA-80, FLVS(A), FC DC, GCOC.

The City will be responsible for the remaining premium cost of this coverage, after the required contribution is made by the employee in accordance with Public Act 152 of 2011 (Publicly Funded Health Insurance Contribution Act), as long as the cost of either Community Blue 3 or Blue Care Network is within the following ranges of the lower priced of these two (2) coverages: 27.00% for single contract, 21.70% for two person contract, and 10.00% for a family contract. Any costs in excess of the aforementioned ranges will be paid entirely by the employee.

All employees may voluntarily elect the following coverage (Community Blue Plan 1 PPO) with the difference in cost from the Community Blue Plan 3 PPO (described above) being borne by the employee through payroll deduction.

Blue Cross/Blue Shield Community Blue PPO 1 – Voluntary Coverage

- A. Hospitalization: Blue Cross Blue Shield Community Blue Plan 1: (Community Blue Basic, ASFP, BMT, CB-PCB, CRNA, CNM, CNP, DXTMG, EBMT, ECIP, ESRD, FC DC, GCO, GLE-1, HMN, ICMP, K260, PTFS-COMPS, PTS-PSG, SUBRO2, SOTPE, RAPS)
- B. Prescription: Blue Cross Blue Shield Drug Rider: PD-CR \$15.00 GENERIC/\$30.00 BRAND, MOPD \$15.00 GENERIC/\$30.00 BRAND, PREFERRED RX, PD-BC2X, RXDAA
- C. Dental: Blue Cross Blue Shield Group Dental Care: Class I – 100%; Class II – 80%, Class III – 50% with a \$50 per person/\$100 per family deductible; \$1,000.00 per year for Classes I, II, III; Class IV – Orthodontics Services 50% lifetime limitation \$1,000.00 up to age 19. (K1000, CDC-FC, DXTMG, RDC-DENTAL, SUBRO2, OS-50-1000, FC DC, GCO)
- D. Vision: Blue Cross Blue Shield Vision Plan: VCA-80, FLVS(A), FC DC, GCOC.

24.2: The following will apply to all full-time members:

- A. An employee shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.
- B. An employee will be required to sign a "Statement of Non-Double Coverage" to become eligible for any insurance coverage provided by the City; if an employee is covered by his/her spouse's health insurance coverage, the employee may receive dental and vision coverage as provided in Section 25.1; the insurance provided in 25.3 shall be available for any eligible person who retires from the City.

- C. If an employee is covered by his/her spouse's health insurance and not covered under the City's health, dental, or vision insurance contract, then the employee shall receive a post paid allowance in the amount of \$400.00 for each month that said employee is not covered under the City's health insurance contract. Payment of this allowance shall be made quarterly in April, July, October and January of each year.

If an employee who is not participating in the City's health care plan is receiving \$400 per month, and does not receive dental and vision coverage from another source, that employee may receive dental and vision coverage through the City at his/her sole cost. That employee cannot coordinate or duplicate vision or dental benefits being received from any health care provider.

Should the employee's coverage under his/her spouse be terminated, the employee, upon notification to the City, will be immediately placed upon the City's health care coverage and the \$400.00 paid allowance will be discontinued.

- D. Conversion of coverage from or to the insurance plan described in Section 25.3, or original coverage described above, will only be allowed during the annual re-opening period except for the initial conversion to the plan in Section 25.3.

24.3: RETIREE HOSPITALIZATION COVERAGE.

24.3.1. The City shall provide a hospitalization benefit for all retired full-time employees and their spouse and dependents under the age of nineteen (19) years of age according to the following:

Hired prior to May 1, 2005 –	100% paid by the employer
Hired between May 1, 2005 – January 31, 2008	50% paid by the employer if employee and worked between 10-19 years of full- time employment
	100% paid by the employer if employee worked 20+ years of full-time employment

- A. A retiree shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.
- B. A retiree will be required to sign a "Statement of Non-Double Coverage" to become eligible for the insurance coverage provided by the City.
- C. If a retiree is covered by his/her spouse's health insurance and not covered under the City's insurance contract, then the retiree shall receive a post paid allowance in the amount of \$100.00 for each month that said retiree is not covered under the City's health insurance contract. Payment of this allowance shall be made quarterly in April, July, October and January of each year.

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

24.3.2: The coverage under Section 25.3.1 will be Blue Cross/Blue Shield MVF-I, Semi-Private Coverage, with a Coordination of Benefits provision, First Aid Emergency Rider (FAE), Master Medical Option 5, and a \$15/30 Co-Pay Drug Rider. This coverage will include the retiree, spouse and any dependent children under the age of nineteen (19) and will continue as long as retirement benefit payments are being made to the retiree or spouse. This coverage will also be continued as Blue Cross/Blue Shield Medicare Complementary coverage when the retiree or spouse becomes eligible for Medicare, as long as retirement benefit payments are being made. The provisions of Section I (C) above will not apply when the retiree becomes eligible for Medicare.

24.4: For full-time employees hired after January 31, 2008, the City shall establish a Retiree Health Savings (RHS) Plan. The City and the employee will each contribute \$1,300 per year (\$50 each by the City and employee per biweekly pay period) of pre-tax dollars to each participant's RHS account. The vesting schedule for the City's contribution will be fifty percent (50%) after ten (10) years of service and one hundred percent (100%) after twenty (20) years of service. In addition, the City's contribution will be fully vested at age 55 regardless of years of service. This tax-exempt RHS plan replaces the traditional employer-paid health and prescription coverage offered to retirees hired prior to this date.

Duty-disability provisions under this plan will be provided guaranteeing retiree health insurance benefits equal to the provisions available to those who were hired after May 1, 2005 but before February 1, 2008 (see 25.3.1). For non-duty disability cases, the full-time employee will be entitled to the benefits earned to date.

Disability cases considered as likely to be permanent should be referred to the Director of Financial/Administrative Services for consideration and appropriate action. The Director, in conjunction with the City Physician and the department head, shall review such disability cases. In cases of a dispute between the employee's physician and the City physician, the City and Union will select a third physician for final determination.

24.5: The following provisions apply to all of the above:

- A. The insurance coverage provided in this section shall be effective for a full-time employee commencing with his/her first date of actual work for the City except as noted in Section 14.3.
- B. The City retains the right on all health insurance to provide equal coverage either through self-insurance or a carrier different than Blue Cross/Blue Shield.
- C. In the event of a voluntary or involuntary termination or in the event of a layoff or a personal leave of absence, the City's obligation to pay premiums

for the insurance specified in this article shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leaves of absence occurs.

- D. In the event of a paid sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this article for any month for which an employee receives actual compensation from the City.
- E. The employee is responsible for notifying in writing the Director of Finance within thirty (30) days of any change in the number of his/her dependents. Costs incurred by the City for failure to notify may require reimbursement by the employee if no valid reason exists for failure to provide such notice.

ARTICLE 25 LIFE INSURANCE

25.1: Except for new hires (see 14.3), the City will provide and bear the cost of life insurance for full-time employees in the amount of Forty Thousand Dollars (\$40,000.00) with accidental death and dismemberment rider of Forty Thousand Dollars (\$40,000.00).

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

ARTICLE 26 EDUCATIONAL ASSISTANCE AND TRAINING

26.1: Any member, directed to attend training sessions of schools, shall be considered as attending his/her normal tour of duty while attending or traveling to and from these sessions. The City shall pay all tuition and if the employee is directed to live away from home, the City shall also pay the housing and food expense as determined by the Chief. Upon completion of accredited college courses a permanent record of same shall be placed in the member's service file.

26.2: Educational Assistance. The City shall pay up to two thousand dollars (\$2,000.00) annually (calendar year) for members of the bargaining unit who take courses in accordance with the City's Educational Assistance Program. Details regarding this program are described in Appendix A.

26.3: Training. Where the City requires that dispatchers receive and maintain an EMD designation, the City will:

- A. Designate the training content, provider of training and training location as well as the method and manner of securing City required training, licenses and/or certifications.
- B. Pay the tuition/registration renewal cost of City required training, licenses, and/or certifications.
- C. Pay for time spent in training on a leave day is based on a nine (9) hour day including an unpaid lunch period.

ARTICLE 27
MISCELLANEOUS WORKING CONDITIONS

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

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

The City will make all attempts to reimburse employees within thirty (30) calendar days upon receipt of proper documentation, as per the established scale.

27.3: Employees are not required to maintain residency within City limits and no restriction exists regarding the distance they may live from city boundaries.

27.4: Litigation Protection.

- A. The City will not require bargaining unit persons to secure personal liability insurance.
- B. The City will provide legal counsel to dispatcher(s) named in lawsuits growing out of a dispatcher's performance of normal and recurring dispatch duties and pay any judgments rendered against a dispatcher arising out the dispatcher's ordinary negligence in the performance of that dispatcher's normal and recurring City directed dispatch duties.

ARTICLE 28
PENSION

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

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

28.3: Persons who leave the City's employ and are eligible for a deferred pension benefit will not be eligible for the accumulated sick leave payment provided in Article 20, or paid up life insurance provided in Article 25, or hospital insurance provided in Article 24, or any other benefit which is provided for persons upon "retirement" or "death" as provided in this Agreement. Under this Agreement, such benefits are available only to persons who die or retire either under the voluntary, normal, mandatory or disability retirement provided in the retirement ordinance.

28.4: Negotiated changes will become effective when mutually agreed to and will, in due course, be included in the pension ordinance when wording prepared by the City Attorney is approved by City Council.

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

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

28.6: The City reserves the right to offer to employees an early retirement and waive, maintain or alter the provisions of Section 2-206 Definitions; Section 2-209, Credit Service Computations; and Section 2-217, General Member Retirement Allowance of the Retirement System Ordinance.

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

28.8: City shall become a reciprocal community under Act 88, Public Acts of 1961, as amended, The Reciprocal Retirement Act.

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

28.10: Notwithstanding, anything herein to the contrary, effective February 1, 1993, for members of the POAM Police/Fire Dispatcher bargaining unit, final average compensation (except in the case of deferred retirement, a member's resignation or a member's discharge) shall also include a member's accrued vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick leave amounts shall in no event increase a member's final average compensation more than twenty-five (25%) percent.

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

28.12: Persons hired on or after July 1, 2001 will participate in the City defined contribution retirement plan.

28.13: In years where the City Council, in its sole discretion, authorizes a "13th check" as a supplemental retirement benefit, that supplemental retirement benefit shall be calculated as follows:

0 – 5 complete years retired:	None
>5 -10 complete years retired:	50% of calculated benefit
>10-15 complete years retired:	100% of calculated benefit
>15-20 complete years retired:	150% of calculated benefit
>20 complete years retired;	200% of calculated benefit

ARTICLE 29 WAGE SCHEDULE

29.1: Wages paid during the course of this agreement will be in accordance with "Attachment B".

29.2: Full-time employees are entitled to an hourly premium of \$1.00 as long as the City of Wyandotte participates in the Downriver Central Dispatch.

29.3: If the City elects to fill it, the position of Lead Dispatcher, as outlined in the job description in Attachment C, will be selected at the discretion of police administration. This position will earn additional annual pay of \$3,000 which will be prorated and added to the hourly wage.

29.4: Either party to this agreement can open the issue of wages on January 1, 2016.

ARTICLE 30 SHIFT DIFFERENTIAL

30.1: When a dispatcher is assigned to work dispatch duties and is scheduled to work the second shift (8 hour shift), he/she shall be paid a shift premium of fifteen cents (\$.015) per hour for hours worked on such shift.

30.2: When a dispatcher is assigned to work dispatch duties and is scheduled to work the third shift (8 hour shift) he/she shall be paid a shift premium of twenty-five cents (\$.25) per hour, for hours worked on such shift.

30.3: For purposes of this Article, the second eight (8) hour shift shall mean the shift originating at 3:00 P.M. and ending at 11:00 P.M.; and the third eight (8) hour shift shall mean the shift originating at 11:00 P.M. and ending at 7:00 A.M.

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

30.5: In the event that twelve (12) hour shifts are implemented, the shift premium described in Attachment "A" shall supercede sections 30.1, 30.2, and 30.3.

ARTICLE 31 HOLIDAYS

31.1: Except as described in Section 31.5, to be eligible for holiday pay, a dispatcher must be a regular full-time employee and meet the eligibility requirements outlined in section 14.3. The following are recognized holidays:

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

31.2: Full-time bargaining unit members will also receive his/her birthday as a designated holiday. Arrangements may be made for an alternate day, if necessary, with his/her immediate supervisor.

31.3: An employee must work all scheduled hours on the day before and the first scheduled day after the holiday to be eligible for holiday pay. While on vacation or approved sick leave, the person will still receive holiday pay. Eligible employees who do not work on a recognized holiday will be paid the equivalent of their regular rate for the hours they would have worked. Eligible employees

working on recognized holidays will receive two (2) times their regular rate of pay plus any holiday pay for which they are eligible.

31.4: If a full-time employee is scheduled to work on his/her birthday, he/she may:

- A. Take his/her birthday off and be paid eight (8) hours at straight time; in that event, his/her replacement shall be paid one and a half times (1-1/2) for all hours actually worked if the replacement was not previously scheduled to work in another position; or
- B. The employee may elect to work on his/her birthday; in that event, he/she shall receive double time (2X) for all hours actually worked during his/her regularly scheduled shift. Except as described in the paragraph, the parties acknowledge that an employee may not select an alternative day as his/her birthday; in other words, his/her birthday shall be recognized on his/her actual birthday, except as described in 31.2.

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

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

31.5: Part-time employees hired after December 1, 2011 who have not accrued four (4) years of uninterrupted, continuous service will receive double-time for hours worked for recognized holidays. Part-time employees hired prior to December 1, 2011 who have maintained uninterrupted, continuous service will receive triple-time for hours worked for recognized holidays. Uninterrupted, continuous service is defined as having worked a defined schedule, receiving compensation during each pay period during the year, and having worked 1,450 hours in the previous calendar year. Part-time employees who do not work the holiday will not receive any pay.

ARTICLE 32 LONG TERM DISABILITY

32.1: The City will provide and bear the cost of Long Term Disability Insurance for regular full-time employees. See eligibility requirements outlined in Section 14.3.

32.2: Benefit Amount: 50% of base salary to age 65; \$70,000.00 maximum annual covered salary; 90 day waiting period.

Standard Benefits: Standard two year nervous and mental benefits; \$50.00 minimum monthly benefit; full maternity; full family integration; recurrent disability benefits; cumulative elimination period; 24 month own occupation definition of disability.

32.3: A regular full-time employee may purchase additional LTD coverage through payroll deduction on the following:

60% of base salary or, 66 2/3% of base salary. The cost to the employee will be based on the carrier's cost difference from 50% of base to 60%, 66 2/3%, respectively.

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

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

ARTICLE 33 DRUG TESTING

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

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

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

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

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

33.3: Definitions.

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

- E. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific objective facts, and any rationally derived inferences from those facts, about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.
- F. MRP -- Medical Review Physician -- The medical review physician is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRP will be a licensed physician with knowledge of substance abuse disorders. The MRP shall have appropriate medical training to interpret and evaluate and evaluate an individual's test results with his/her medical history and any other relevant biomedical information.
- G. City - For administrative purposes of this policy means the Director of Finance and Administration.

33.4: Procedure/Rules.

- A. Prohibited Activity. The following rules shall apply to all probationary and seniority Dispatchers while on and off duty:
 - 1. No Dispatchers shall illegally possess any controlled substance.
 - 2. No Dispatcher shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - 3. Any Dispatcher who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the Dispatcher's health and safety.
 - 4. Discipline of a Dispatcher for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and regulations, policies and procedures and the collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Physician determines that a Dispatcher's drug test was positive, the Dispatcher may be immediately relieved of duty pending a Department investigation at the discretion of the Police Chief or his/her designee.
- B. Dispatcher Drug Testing.
 - 1. Dispatcher will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below.
 - 2. The City and Union have agreed to a policy under which each Dispatcher will undergo a drug screen on a scheduled basis once

every eighteen (18) months, or, as provided in paragraphs 3 and 4 below, whenever the City has probable cause or reasonable suspicion.

3. The names of all employees shall be placed in a sealed container and shall be drawn out by the Police Chief or his designee with a representative of the Union present as an observer. If a name is drawn of an employee not on duty on the date of the drawing or not on duty within 24 hours of such drawing, the employee's name shall be returned to the sealed container. The employee whose name is drawn and not returned to the container shall be notified within his/her shift that he/she shall be tested within three (3) days of the notice. If an employee chooses to be tested while on duty, he/she shall be compensated while taking the test. If an employee on the midnight shift is tested while off duty, because the City's drug testing facility is closed while he/she is scheduled to be on duty, he/she shall receive credit of one (1) hour of compensatory time at time and one half (1-1/2). An employee may choose to be tested at any time up to and including the third day after he/she is notified.

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

4. The Police Chief may order a Dispatcher to take a drug test upon documented probable cause that the Dispatcher is or has been using drugs. A written summary of the facts and supporting order shall be made available to the Dispatcher prior to the actual test. If such Dispatcher's test is negative, the summary of facts supporting the order shall not be placed in his/her file.
5. Upon reasonable suspicion the Department may request, through the Union, that the Dispatcher submit to a voluntary drug test. In notifying the Union of such request, a written summary of the facts supporting such reasonable suspicion shall be made available to the Union and the employee, upon request. Submission to a voluntary drug test thereunder shall be subject to the frequency limitation found in Article IV, subsection C, subsection 2 herein. Any Dispatcher voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Dispatcher 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.

- C. Penalty. Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Wyandotte Police Department's rules and regulations, and may include

discharge from the Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

D. For Employees Volunteering For A Rehabilitation Program.

1. Under this program, any employee may volunteer to enter a drug education/rehabilitation program prior to the scheduled test or prior to being notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in a City approved, supervised drug education program as directed by the Director of Finance and Administrative Services, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/supervised out-patient treatment program as directed by the City. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the City. Furthermore, the failure to fully participate in and/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.
2. The drug education program and in-patient treatment referred to in this Section shall be paid for by the employee, subject to the City provided insurance program.
3. Employees will be allowed to use accrued sick leave benefits until such time as the City, based on medical evidence, determines they are capable of returning to active duty. Time spent on outpatient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the City, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.

E. Drug Testing Procedures.

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

2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Dispatcher to be tested before they enter the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by a medical assistant at the testing agency with each Dispatcher to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that they divulge the necessary medical information to the Medical Review Physician that may have lead to a false positive test.
4. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before a Dispatcher enters it to produce a urine sample, and document that it is free of any foreign substance.
5. Where a Dispatcher appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances of the drug report form. The Dispatcher shall be permitted to no more than eight (8) hours to give a sample, during which time he/she shall remain in the testing area, under observation, however, the Dispatcher will allow a blood sample to be drawn. Reasonable amount of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRP.
6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One (1) sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or the Union, prior to disciplinary action, should the original sample result in legal dispute. The Dispatcher must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Physician. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the laboratory technician and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing representative.

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

F. Drug Testing Methodology.

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening test;
 - b. Confirmation test.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive and will not be released but rather, it will be classified as "confirmation pending". Notification of test results to the Chief of Police shall be held until the confirmation test results are obtained and verified by the MRP.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening test selected shall be capable of identifying marijuana, cocaine and every major drug of abuse, including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

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

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory gas chromatography/mass spectrometry test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana metabolite

15*

Cocaine metabolite	150**
Opiates:	
Morphine	300+
Codeine	300+
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Barbiturates	200

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoylcegonine

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

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
7. Dispatchers having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Dispatcher's personnel file upon the Dispatcher's request.
8. Any Dispatcher who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

G. 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.

H. Drug Test Results.

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

I. Procedures For Implementation Of The Last Chance Agreement.

1. A Dispatcher whose drug tests have been confirmed positive by the Medical Review Physician during scheduled, reasonable suspicion, or probable cause testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement, except for a Dispatcher who had previously declined reasonable suspicion testing as provided in Section 4, B; 5.
2. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.
3. The Dispatcher must attend the employee assistance program and/or an authorized rehabilitation source.

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

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

4. The Dispatcher must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
5. The Dispatcher must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. The Dispatcher must pass a medical examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. The Dispatcher may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty the Dispatcher must submit to periodic urinalysis on a timetable as may be determined by the Chief.
9. The Dispatcher shall be subject to the terms of this program for three (3) years after his/her return to work.
10. The Dispatcher shall be subject in writing that the Dispatcher will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term unless the Dispatcher demonstrates to the City's satisfaction compelling reasons why he/she should not be terminated. A Dispatcher shall have 10 days to present such evidence to the Police and Fire Commission for its determination.

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

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

33.6: Last Chance Agreement.

RE: [insert name]

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

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

NOW, THEREFORE, IT IS AGREED THAT:

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

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

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

Dated this ____ day of _____, 200__.

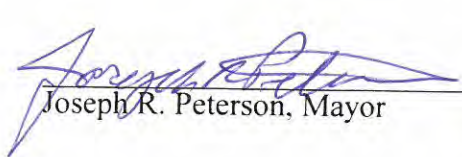
Dispatcher _____ Chief _____

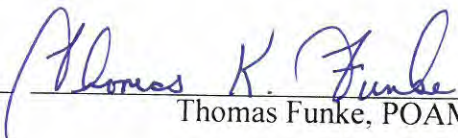
Union Representative _____

ARTICLE 34
EXECUTION

CITY OF WYANDOTTE,
MI, a Municipal Corporation

POLICE OFFICERS ASSOCIATION
OF MICHIGAN (POAM)


Joseph R. Peterson, Mayor

 1/12/15
Thomas Funke, POAM Business Agent


William Griggs, City Clerk

 1-12-15
BethAnn Rinna, Unit President

Dated: January 12, 2015 Dated: January 12, 2015

ATTACHMENT A

1. The City may establish twelve (12) hour shifts as a regular work scheduled for members of the dispatch bargaining unit. Where this addendum speaks the addendum controls. When the addendum is silent on a subject, the underlying collective bargaining agreement controls.
2. Either party may terminate the twelve (12) hour shift program upon ninety (90) days prior written notice.
3. Patrol Unit. Whenever the patrol officers in the road patrol are operating on twelve (12) hour shifts the City, in its opinion, may schedule the dispatch unit on twelve (12) hour shifts. If the City does not terminate the twelve (12) hour shift program but the patrol unit does, the dispatch union shall have the option to continue on twelve (12) hour shifts or return to eight (8) hour shifts pursuant to paragraph 2.
4. Platoon System. There shall be four platoons with at least one full-time seniority employee per shift. In the event that the City Council approves less than eight (8) full to time dispatch positions for a fiscal year, the Department shall have the right to assign up to four (4) bargaining unit persons to work schedules which overlap shifts based upon expected traffic volume. Upon prior notice, the Department shall have the right to reschedule persons on overlapping shifts to fill in for regular shift vacations.
5. Shift Schedules. Shift schedules will be 7am-7pm and 7pm-7am for a total of 2,184 annual hours. Shifts will be permanent shifts selected by seniority, highest seniority first.
6. Primary Duty. Dispatch shall be the primary duty of the bargaining unit persons.
7. Regular Work Day/Regular Work Week. The regular work day of persons engaged in dispatching will be twelve (12) hours at straight time in a forty-two (42) hour regular work week for annual number of work hours of two thousand one hundred eighty-four (2184) hours. Dispatchers will receive a one (1) hour paid lunch.
8. Maximum Work Hours. No dispatcher assigned to twelve (12) hour shifts will be permitted to work more than sixteen (16) hours in one (1) work day.
9. Time Off Between Shifts. There must be a minimum of eight (8) hours off between regular shifts before a twelve (12) hour dispatcher is called back to work.
10. Overtime.
 - A. Rate. Overtime rate will be based on two thousand one hundred eighty four (2184) hours for hours actually worked. Hours worked in excess of twelve (12) in any one (1) work day will be paid at the overtime rate.
 - B. Offered. If dispatchers refused an offer of overtime work and management cannot staff the dispatch duties after first offering those duties to members of the dispatch bargaining unit, management can either order dispatchers to fill the overtime work or fill same with persons from outside the bargaining unit.

11. Call/Order Ins. Dispatchers may be ordered in or choose to work overtime on a leave day in increments of four (4), six (6), eight (8), or twelve (12) hours if vacancies cannot be filled. Section 18.2 of the collective bargaining agreement shall apply. Current telephone practice will be used. Shift OIC will determine whether call ins are required.
12. Compensatory Time. Compensatory time cannot be used if it would create overtime if the bargaining unit is on twelve (12) hour shifts.
13. Training.
 - A. Persons assigned to onsite training are considered on duty.
 - B. Twelve (12) hour persons assigned to offsite training are expected to return to duty if training does not exceed six (6) hours.
 - C. Training on a leave day is based on nine (9) hour day including an unpaid lunch period.
 - D. Department may adjust work schedule for training purposes without creating overtime situations.
14. Shift Selection. Twelve (12) hour shift selection shall be in accordance with paragraph 13.11 of the revised collective bargaining agreement policy. Shift selection after the twelve (12) hour year 2001 selection shall be April-October 2002.
15. Shift Differential. Shift differential for the 7p-7a shift: twenty-five cents (\$.25). There will be no shift differential for the 7a-7p shift. The shift differential will not be added to the wage rate for computing overtime.

Part-time employees are also eligible for shift differential.
16. Vacation Number Limit. No more than one (1) dispatch unit person assigned to a twelve (12) hour shift may be on vacation at any one (1) time.
17. Benefit Days.
 - A. Banked days will be converted to hours based on one (1) day equals eight (8) hours.
 - B. Benefit days will be earned based upon one (1) day equals eight (8) hours.

Attachment B

**Dispatch Rates as of
October 1, 2014 - December 31, 2018**

		START	6 MONTHS	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
Dispatcher	Annual (2184)	\$ 27,409.20	\$ 28,217.28	\$ 31,296.72	\$ 34,398.00	\$ 37,390.08	\$ 40,404.00
	Annual (2080)	\$ 26,104.00	\$ 26,873.60	\$ 29,806.40	\$ 32,760.00	\$ 35,609.60	\$ 38,480.00
	84 Bi-Weekly Rate	\$ 1,054.20	\$ 1,085.28	\$ 1,203.72	\$ 1,323.00	\$ 1,438.08	\$ 1,554.00
	80 Bi-Weekly Rate	\$ 1,004.00	\$ 1,033.60	\$ 1,146.40	\$ 1,260.00	\$ 1,369.60	\$ 1,480.00
	Hourly Rate (2184)	\$ 12.55	\$ 12.92	\$ 14.33	\$ 15.75	\$ 17.12	\$ 18.50
	Hourly Rate (2080)	\$ 12.55	\$ 12.92	\$ 14.33	\$ 15.75	\$ 17.12	\$ 18.50
Full-time Dispatcher with DCD Premium (\$1.00/hr)	Annual (2184)	\$ 29,593.20	\$ 30,401.28	\$ 33,480.72	\$ 36,582.00	\$ 39,574.08	\$ 42,588.00
	Annual (2080)	\$ 28,184.00	\$ 28,953.60	\$ 31,886.40	\$ 34,840.00	\$ 37,689.60	\$ 40,560.00
	84 Bi-Weekly Rate	\$ 1,138.20	\$ 1,169.28	\$ 1,287.72	\$ 1,407.00	\$ 1,522.08	\$ 1,638.00
	80 Bi-Weekly Rate	\$ 1,084.00	\$ 1,113.60	\$ 1,226.40	\$ 1,340.00	\$ 1,449.60	\$ 1,560.00
	Hourly Rate (2184)	\$ 13.55	\$ 13.92	\$ 15.33	\$ 16.75	\$ 18.12	\$ 19.50
	Hourly Rate (2080)	\$ 13.55	\$ 13.92	\$ 15.33	\$ 16.75	\$ 18.12	\$ 19.50
Lead Dispatcher	Annual (2184)	\$ 30,409.20	\$ 31,217.28	\$ 34,296.72	\$ 37,398.00	\$ 40,390.08	\$ 43,404.00
	Annual (2080)	\$ 29,104.00	\$ 29,873.60	\$ 32,806.40	\$ 35,760.00	\$ 38,609.60	\$ 41,480.00
	84 Bi-Weekly Rate	\$ 1,169.58	\$ 1,200.66	\$ 1,319.10	\$ 1,438.38	\$ 1,553.46	\$ 1,669.38
	80 Bi-Weekly Rate	\$ 1,119.38	\$ 1,148.98	\$ 1,261.78	\$ 1,375.38	\$ 1,484.98	\$ 1,595.38
	Hourly Rate (2184)	\$ 13.92	\$ 14.29	\$ 15.70	\$ 17.12	\$ 18.49	\$ 19.87
	Hourly Rate (2080)	\$ 13.99	\$ 14.36	\$ 15.77	\$ 17.19	\$ 18.56	\$ 19.94
Lead Dispatcher with DCD Premium (\$1.00/hr)	Annual (2184)	\$ 32,593.20	\$ 33,401.28	\$ 36,480.72	\$ 39,582.00	\$ 42,574.08	\$ 45,588.00
	Annual (2080)	\$ 31,184.00	\$ 31,953.60	\$ 34,886.40	\$ 37,840.00	\$ 40,689.60	\$ 43,560.00
	84 Bi-Weekly Rate	\$ 1,253.58	\$ 1,284.66	\$ 1,403.10	\$ 1,522.38	\$ 1,637.46	\$ 1,753.38
	80 Bi-Weekly Rate	\$ 1,199.38	\$ 1,228.98	\$ 1,341.78	\$ 1,455.38	\$ 1,564.98	\$ 1,675.38
	Hourly Rate (2184)	\$ 14.92	\$ 15.29	\$ 16.70	\$ 18.12	\$ 19.49	\$ 20.87
	Hourly Rate (2080)	\$ 14.99	\$ 15.36	\$ 16.77	\$ 18.19	\$ 19.56	\$ 20.94
Part-Time Dispatcher	Hourly Rate	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.75	\$ 17.12	\$ 18.50

10/1/2014

Attachment C

DOWNRIVER CENTRAL DISPATCH/LEAD DISPATCHER

GENERAL DEFINITION

The Downriver Central Dispatch (DCD) Lead Dispatcher is a supervising non-sworn technical and complex clerical support classification associated with law enforcement/fire/EMS support services assigned in the DCD to direct and perform a variety of responsible records management, communications and dispatching duties for emergency and non-emergency calls for service.

DISTINGUISHING CHARACTERISTICS

Under direction of the Chief of Police or his designee, the Lead Dispatcher is a member of the Department and this position is distinguished from a Dispatcher by the level of responsibility, supervision, and confidentiality exercised. The Lead Dispatcher trains subordinate Dispatchers in the use and operation of a variety of complex communications equipment including radios, telephones, computer-aided dispatch consoles and records management systems as well as establish an annual refresher course for all Dispatchers. This position will also be tasked with assisting in various administrative duties including scheduling, recordkeeping, and the responsibility for liaising with other members of the department relative to DCD issues. The Lead Dispatcher may have a shift assignment.

TYPICAL DUTIES AND RESPONSIBILITIES

Duties may include, but are not limited to, the following:

- Plans, assigns, supervises and evaluates the work of subordinate staff who receive and transmit routine and emergency telephone and radio voice messages, dispatch required equipment, operate computer-aided dispatch equipment and manage police records
- Coordinates communications involving major emergency situations and incidents
- Receives emergency calls, complaints and inquiries from the public, evaluates information to determine jurisdiction and equipment to be dispatched and performs or directs the dispatch of police and other public safety units
- Assists Command Officer in reviewing, planning, and approving requests for overtime, time off and shift substitutions among dispatch staff
- Provides training and information to subordinates regarding procedural changes and current legal and operations information affecting emergency and non-emergency police services
- Troubleshoots and diagnoses repair and maintenance needed for dispatch center communication equipment and makes necessary recommendations for correction or referral for repairs/corrections.
- Maintains various logs, indexes and records and prepares special reports as needed
- Functions as a member of the DCD management team participating in department-wide policy development, administrative planning, risk management and safety and loss prevention
- Provides responsible administrative and technical assistance to the Police Chief, Inspector, and Officer in charge
- Contacts other agencies to coordinate public safety operations
- Performs all duties of a dispatcher
- General office support functions such as maintains filing systems; screens, sorts and distributes mail; orders and maintains office supplies and equipment.

- Exhibits and encourages behavior that is consistent with the DCD's risk management program and decreases risk of accident or injury to self, employees, residents, visitors and their property
- Lead Dispatcher will be involved in the hiring/selection process by assisting in interviews, having access to all testing scores and background checks of each perspective new hire. The Lead Dispatcher would also be involved in the hiring of each individual by submitting feedback relative to positive or negative concerns.
- Lead Dispatcher will assist Command Officer in scheduling for short shifts, keeping track of part time and full time hours for payroll, tracking hours for part-time employees, tracking leave time (vacation/sick/personal days), assure all shifts are staffed, and submitting payroll to Finance.
- Lead Dispatcher would assist Command Officer with investigations into all complaints and concerns on all dispatchers in the dispatch center. Taking any concerns to the Chief of Police to discuss possible verbal, written discipline. Lead Dispatcher would also keep track of these complaints for each individual Dispatcher and voice concern when termination may be required and would be part of the process on all aspects.
- Lead Dispatcher would have some rights to the computers and system to ensure that all computers are updated in a timely manner for the maintenance of the Dispatch Center computers. Also having all contact information to companies or individuals that maintain phones, computers and radios that if an issue arises the Lead Dispatcher is able to contact the correct individual to have the issue repaired in a timely manner.
- Lead Dispatcher would keep track of all Certifications for each Dispatcher ensuring that each Dispatcher is up to date on the certifications needed for the center. Also scheduling classes for each Dispatcher as needed.
- Lead Dispatcher would be the main contact for all Dispatchers when they have concerns over any problems that may arise in the center.
- Lead Dispatcher would also work in the Dispatch Center helping with the answering of phones and dispatching police and fire.
- Lead Dispatcher will keep track of all vacations, personal days and sick days scheduled making sure that all shifts are covered and submit report to Command Officer.
- Lead Dispatcher would also be involved in the training process of new hires ensuring that the trainee is getting all the correct information and training that they need to move on to a shift. A trainee will not be released or put on a shift if the Lead Dispatcher does not feel that they have had all the required training needed to work on their own.
- Performs other related duties as assigned

QUALIFICATIONS

Knowledge of:

- Modern Office Technology
- Principles and practices of customer service
- Principles and practices of budget preparation and administration
- Principles of supervision, training and performance evaluation
- Applicable state and federal laws and regulations
- Principles and practices of team building and leadership
- Methodologies used in maintaining police records and reporting statistics consistent with the DCD and the Wyandotte Police Department protocols
- Operations, services and activities of a comprehensive municipal law enforcement dispatch program
- Ability to produce accurate statistical reports for state and federal use

- Personnel management including hiring, supervising and evaluating full-time and part-time staff
- Departmental and program budget development and monitoring
- Computer use, including spreadsheet, word processing, and graphic presentation software
- Office methods and procedures
- Methods and techniques of administrative analysis, effective public relations
- DCD and City of Wyandotte policies and procedures

Ability to:

- Represent the DCD and the City of Wyandotte in a positive manner
- Establish, maintain and foster cooperative working relations with others from diverse backgrounds, including elected officials, co-workers and the public effectively and with courtesy, in person, via e-mail and over the phone
- Follow written and oral instructions and procedures
- Communicate effectively, both orally and in writing, by using proper English grammar, spelling and punctuation
- Collect, compile and analyze information and data
- Plan, supervise and evaluate work of others
- Prepare budgets and work within budgetary allowances
- Administer programs with minimal guidance and supervision
- Maintain responsibility for proper storage, updating and release of police records and associated files
- Interpret and apply a variety of rules, regulations, policies and procedures
- Understand and explain pertinent policies and procedures
- Use good judgment and time management skills in performing a variety of technical and complex clerical assignments
- Perform a variety of research tasks and preparation of statistical records
- Perform assigned duties with speed and accuracy
- Compile information and maintain records; maintain confidentiality as necessary

APPENDIX A

City of Wyandotte

Educational Assistance

Program

Dated: March 21, 2002 (Non-Union)

Revised: March 12, 2004 (AFSCME)

Revised: February 7, 2005 (COAM)

Revised: October 1, 2005 (FIRE)

Revised: October 1, 2007 (POAM)

Revised: February 1, 2008 (POAM-Dispatch)

1. PURPOSE

To describe the criteria and procedure for the reimbursement of education expenses at the City of Wyandotte ('City').

2. DEFINITIONS

Employee

An employee is defined as an individual who performs services for, and under the direction and control of the City. Such direction and control includes the results to be accomplished and the methods and means by which such results are accomplished. As such, neither contracting firms nor contract workers who are characterized by the City as independent contractors are considered employees.

Non-union Employee

An employee who is not represented by a bargaining unit.

Recognized Schools

Academic institutions that are accredited by regional or state accrediting bodies, or other institutions, such as correspondence schools or unique specialty schools approved at the discretion of management.

Successful Completion

Receipt of a passing grade (C or greater) and full credit for the course on the school's official record will satisfy the requirement of successful completion. Verification of successful completion may take the form of a letter, a number grade, or "pass" in a pass/fail criterion. For professional certifications, documentation of successful completion of course work from the institution is required.

3. SCOPE

Applies to all regular, full-time non-union employees of the City, non-probationary members of the AFSCME Local 894 bargaining unit, members of the Wyandotte's Command Officers Association of Michigan Police Command Officers bargaining unit, members of the International Association of Fire Fighters Local #356 ("eligible employee"). Employees classified as seasonal, temporary, subsidized, part-time, or emergency are not eligible under this policy.

4. PROCEDURE

4.1 Eligibility

Eligible employees can receive reimbursement under this procedure for courses and seminars they successfully complete at Recognized Schools which have been determined by their supervisor and the Director of Administrative Services to be either job related, or related to a job within the City to which the employee can reasonably aspire in the future. Courses eligible for tuition reimbursement include the following:

Degree Programs

Course work leading to a high school diploma/equivalency or courses taken at an accredited college or university leading to an college or university leading to an

- Associate's degree
- Bachelor's degree
- Master's degree
- Doctorate degree
- Legal degree
- Medical degree

Certification Programs

- Paralegal certification
- Information technology certification

Other Courses

Study/review/preparatory courses or equivalency tests, which are also covered, include, but are not limited to, preparation for:

- The College Level Equivalency Program
- Professional Engineer
- Certified Public Accountant
- Scholastic Aptitude Test
- Graduate Record Exam
- Graduate Management Admission Test
- Law School Admission Test

4.2 Limitation

The City will reimburse eligible employees up to \$2,000 per calendar year for approved and eligible course work.

4.3 Application

To receive tuition reimbursements, eligible employees must complete a Tuition Reimbursement Approval Application Form ("Approval Form") (Attachment 1), which must be approved by their supervisor, and the Director of Administrative Services. Submission should occur before the start of a course and preferably prior to each enrollment.

4.4 Completion of Course Work

All class work and study associated with this program is to be completed outside of employee's work schedules and will not be allowed to interfere with successful performance of their normal job responsibilities.

4.5 Right to Deny and Application for Tuition Reimbursement

An application for tuition reimbursement may be denied where an employee's job performance is unsatisfactory or an employee is on probation due to recent employment or unsatisfactory job performance.

4.6 Employment Terminations or Transfer

Employees whose employment is terminated during enrollment because of a reduction in force or job elimination will be reimbursed for all covered expenses incurred to the date of termination or transfer. Employees whose employment is terminated for any other reason will not be reimbursed for any covered expenses.

4.7 Taxes

The Internal Revenue Code of 1986, as amended, requires employers to withhold income and employment taxes on certain employee reimbursements. Reimbursements of amounts exceeding \$5,250.00 annually are taxable for certain courses. This monetary level is based on the date the reimbursement check is dated and is applied on a calendar basis. Certain reimbursements below this monetary level are also classified as taxable. The taxable status of each course is to be determined according to the table on Attachment 2 with the appropriate form to be completed (see Attachments 3 through 10).

4.8 Reimbursement Guidelines

- The City will not pay tuition and/or other covered expenses prior to the employee's submittal of a satisfactory final grade
- The City will reimburse employees for the difference between GI allotment, scholarships, grants and other forms of assistance, and eligible tuition reimbursement (limited to \$2,000 annually)
- No payment will be made for incompletes, withdrawals, audited classes or failed courses.
- No payment will be made for classes already being taken prior to the commencement of employment with the City.

The following will indicate the eligibility of expenses:

Type of Expenses	Covered	Not Covered
Books	X	
Equipment or Instruments		X
Internet Access/Telephone Costs		X
Lab Fees	X	
Matriculation Fees	X	
Medical Fees		X
Registration Fees	X	
Supplies		X
Test Fees	X	
Thesis – binding/typing		X
Travel costs including meals		X
Tuition	X	
User Fees	X	

4.9 Reimbursement Process

The following table describes the process for applying, approving, and reimbursing tuition expenses under this procedure.

Stage	Who	Description
1	Employee	<ol style="list-style-type: none"> 1. Complete Section I (excluding cost) of the Approval Form (Attachment 1), and 2. Complete the appropriate Taxable/Non-Taxable Determination Form for each course (one (1) form for each course) (see Attachments 2 through 10) 3. Submit Approval Form to supervisor
2	Supervisor	<p>Approve or Deny the request</p> <p>TO APPROVE - check the approved box, sign and date, return form to employee</p> <p>TO DENY - check the "not approved" box, sign and date, return form to employee</p> <p><i>Discuss with the employee why an application is not approved</i></p>
3	Employee	<p>If the Approval Form is approved, forward together with the appropriate Taxable/Non-Taxable Determination Form for each course (see Attachments 2 through 9) to the Department of Administrative Services for administration.</p> <p>If the Approval Form is denied, END OF PROCESS.</p>
4	Administration	<ol style="list-style-type: none"> 1. Review forms for compliance with this procedure 2. Submit request to Education Committee (City Council Level) 2. TO APPROVE - check the "approved" box on the Approval Form (Attachment 1), Sign and date, return a copy of the approved forms to the employee TO DENY - check the "not approved box" on the Approval Form (Attachment 1), sign and date, return the approved forms to the employee <p><i>Discuss with the employee why an application is not approved</i></p>
5	Administration	<p>If the course is approved, file the signed original forms to await verification of expenses and Successful Completion of the course(s) from the employee.</p>
6	Employee	<p>If SUCCESSFULLY complete the course - within six (6) months of Successful Completion of course(s)</p> <ol style="list-style-type: none"> 1. Enters costs on the copy of Approval Form (Attachment 1) forwarded by Administration in Stage 4, and 2. Submit form to Administration with receipts verifying covered expenses <p>If DID NOT successfully complete the course - notify Administration so that the signed original form(s) may be destroyed</p>
7	Administration	<ol style="list-style-type: none"> 1. Review verification of expenses 2. Process for payment as described in policy <ul style="list-style-type: none"> - original Taxable/Non-Taxable Determination form must be attached - all original receipts must be attached - all payments will be made with the next regular payroll that is processed 3. Retain copy(s)

5. RESPONSIBILITIES

5.1 Director of Administrative Services

Responsible for interpreting this procedure

5.2 Department Heads/Supervisors

Responsible for the coordination of this procedure with employees

5.3 Employees

Responsible for providing the necessary documentation to verify completion of course work on an accurate and timely basis.

6. RELATED DOCUMENTS

Attachment 1	Tuition Reimbursement Approval Application Form
Attachment 2	Summary Table of Taxable Benefits
Attachment 3	Taxable/Non-Taxable Determination Form – High School Diploma/Equivalency
Attachment 4	Taxable/Non-Taxable Determination Form – First Bachelor's Degree
Attachment 5	Taxable/Non-Taxable Determination Form – Second Bachelor's Degree/Associate's Degree
Attachment 6	Taxable/Non-Taxable Determination Form – Master's/Doctorate Degree
Attachment 7	Taxable/Non-Taxable Determination Form – First Law/Medical Degree
Attachment 8	Taxable/Non-Taxable Determination Form – Second Law/Medical Degree
Attachment 9	Taxable/Non-Taxable Determination Form – Certification/Licenses – Study/Review Courses
Attachment 10	Taxable/Non-Taxable Determination Form – Study/Review Courses

City of Wyandotte
Educational Assistance Approval Application Form
Attachment 1

Page 1 of 2

Section I – Employee prepare and forward to Immediate Supervisor

Employee Name

Social Security Number

Last

First

Initial

Address

Number/Street

Apt.

City

State

Zip Code

Job Title

Department

Courses Applied For:

Degree Sought (Initials) _____ Expected Graduation Date _____ Major/Minor Field _____

Credit Hours Completed _____ Credit Hours Required _____

School

Name

Number/Street

City

State

Zip Code

<u>Name of Course</u>	<u>Length of Course</u>	<u>Credit Hours</u>	<u>Tuition</u>	<u>Lab Fees</u>	<u>Registration</u>	<u>Books</u>	<u>Total</u>
1.							
2.							
3.							
Grand Total							

These course(s) will benefit me in my work with the City because (be specific):

Are the above course(s) parts of a college degree program in which you are enrolled? Yes ____ No ____

Employee Signature

Date

Educational Assistance Approval Application Form
Page 2 of 2

Section II – Immediate Supervisor

For approval of Employee's supervisor

_____ Approved _____ Not Approved

Supervisor Signature

Date

Supervisor will notify Employee if for any reason their course(s) are not approved.

Reason:

Section III – Director of Administration/Education Committee

_____ Approved _____ Not Approved

Director Signature

Date

Education Committee

Education Committee

Date

Director will notify Employee if for any reason their course(s) are not approved.

Reason:

Disposition of Employee Reimbursement:

Tuition:	Fees:	Registration:
Books:	Other:	Total:
Date of Disbursement:	Finance Department Signature:	

City of Wyandotte
Summary of Taxable Benefits
Attachment 2

Degree or Certification	Reimbursement Over \$5,250 Taxable	Total Amount of Reimbursement is Taxable	Total Amount of Reimbursement is Non-Taxable
High School Diploma/Equivalency (see Attachment 3)	If degree - Is a minimum requirement for the current job <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - Is related to their current job
First Bachelor's Degree (see Attachment 4)	Reimbursement over \$5,250 is taxable	N/A	N/A
Second Bachelor's Degree/Associate's Degree (see Attachment 5)	If degree - Is a minimum requirement for the current job <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - Is related to their current job
Master's/Doctorate (see Attachment 6)	N/A	If degree - Is a minimum requirement for the current job <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - Is related to their current job
First Law Degree/First Medical Degree (see Attachment 7)	N/A	Total amount of Reimbursement is taxable.	N/A
Second Law Degree/Second Medical Degree (Employee already had either a Legal or Medical Degree) (see Attachment 8)	N/A	If degree - Is a minimum requirement for the current job <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - Is related to their current job
Certifications/Licenses Study/Review courses in preparation for (see Attachment 9)	Reimbursement over \$5,250 is taxable	N/A	N/A
Study/Review courses for admission test and the admission test itself (e.g. GMAT, LSAT, SAT) (see Attachment 10)	If degree - Is a minimum requirement for the current job <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - Is related to their current job

City of Wyandotte
Taxable/Non-Taxable Determination Form
High School Diploma/Equivalency
Attachment 3

Use this Form for Courses that are part of a High School Diploma/Equivalency.

Employee Name: _____

Course Title: _____

YES **NO**

1. Is the High School Diploma/Equivalency needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for a High School Diploma/Equivalency. When the Employee started their current position, a High School Diploma/Equivalency was required. Although they had not received their High School Diploma/Equivalency, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

A High School Diploma/Equivalency is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job. These courses are not taxable.

2. Does the High School Diploma/Equivalency qualify the Employee for a new trade or profession?
3. Is the High School Diploma/Equivalency unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
First Bachelor's Degree Program/Courses
Attachment 4

Use this Form for Undergraduate Level Courses that are part of a Bachelor's Degree Program or Courses that are not part of any Degree Program.

Employee Name: _____

Course Title: _____

YES

NO

Is the course part of a program leading to your first Bachelor's Degree?

If the answer is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer is "NO", see Section 4.7, Attachment 2 and Attachment 5.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Second Bachelor's Degree/Associate's Degree Program/Courses
Attachment 5

Use the Form for Undergraduate Level Courses that are part of a Second Bachelor's Degree or Associate's Degree Program or Undergraduate Courses that are not part of any Degree Program.

Employee Name: _____

Course Title: _____

YES NO

1. Is the Bachelor's/Associate's Degree or undergraduate level course needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for an engineering degree. When the Employee started their current position, an engineering degree was required. Although they had not completed their degree work, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

An Employee who already has a bachelor's degree is taking courses leading to a degree in engineering. A degree in engineering is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job. These courses are not taxable – see questions 2 and 3 below.

2. Does the Bachelor's/Associate's Degree or undergraduate level course qualify the Employee for a new trade or profession?
3. Is the Bachelor's/Associate's Degree or undergraduate level course unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Master/Doctorate Degree Program/Courses
Attachment 6

Use the Form for Graduate Level Courses that are part of a Master or Doctorate Degree Program (other than legal or medical degree) or Graduate Level Courses that are not part of any Degree Program.

Employee Name: _____

Course Title: _____

YES NO

1. Is the Master/Doctorate Degree or graduate level course needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for a graduate degree. When the Employee started their current position, a graduate degree was required. Although they had not completed their degree work, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

An Employee who already has a bachelor's degree is taking courses leading to a graduate degree. A graduate degree is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job.

2. Does the Master/Doctorate Degree or graduate level course qualify the Employee for a new trade or profession?
3. Is the Master/Doctorate Degree or graduate level course unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", the total amount of tuition reimbursement is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature _____ Date _____

Personnel Signature _____

City of Wyandotte
Taxable/Non-Taxable Determination Form
First Law/Medical Degree Program
Attachment 7

Employee Name: _____

Course Title: _____

YES

NO

Is this your first law/medical degree?

If the answer is "YES", the total amount of tuition reimbursement is taxable.

If the answer is "NO", see Section 4.7, Attachment 2 and Attachment 8.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Second Law/Medical Degree Program
Attachment 8

Use this Form for courses that are part of a Second Law/Medical Degree Program.

Employee Name: _____

Course Title: _____

YES

NO

1. Is the Legal/Medical Degree a minimum educational requirement of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for a law/medical degree. When the Employee started their current position, a law/medical degree was required. Although they had not completed their degree work, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

An Employee who already has a bachelor's degree is taking courses leading to a degree in law/medicine. A law degree is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job.

2. Does the Law/Medical Degree qualify the Employee for a new trade or profession?
3. Is the Law/Medical Degree unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", the total amount of tuition reimbursement is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

**City of Wyandotte
Taxable/Non-Taxable Determination Form
Certification/Licenses
Study/Review Courses
Attachment 9**

Employee Name: _____

Course Title: _____

YES

NO

Has the Employee already received \$5,250 or more in tuition reimbursement for the current calendar year?

If the answer is "YES", the total amount of tuition reimbursement is taxable.

If the answer is "NO", the amount is not taxable.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Study/Review Courses
Attachment 10

Use the Form for study/review courses for admissions test and the admissions test itself (e.g., GMAT, GRE, LSAT, SAT).

Employee Name: _____

Course Title: _____

YES

NO

1. Is the study/review course or admissions test needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?
2. Does the study/review course or admissions test qualify the Employee for a new trade or profession?
3. Is the study/review course or admissions test unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

**THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION
REIMBURSEMENT**

Employee Signature

Date

Personnel Signature