



CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

COUNCIL-MANAGER
GOVERNMENT

Council members and
other officials normally in
attendance.

AGENDA

COUNCIL MEETING

Garrett Brown
Mayor

Tuesday, January 17, 2017

Maurice Barnes, Jr.
Council Member
1st Precinct

7:00 P.M.

Lenn Reid
Council Member
2nd Precinct

PLEASE TURN OFF CELL PHONES DURING MEETING

Sonya Brown
Council Member
3rd Precinct

I. CALL TO ORDER

Marcola Lawler
Council Member
4th Precinct

II. MOMENT OF SILENCE TO BE OBSERVED

Jeanette Spicer
Council Member
5th Precinct

III. PLEDGE OF ALLEGIANCE

Andrew French
Council Member
6th Precinct

IV. ROLL CALL

V. MAYOR AND COUNCIL MEMBER'S COMMENTS

Sheryl L. Mitchell
City Manager

VI. PRESENTATIONS

- A. Introduction of ADPS K-9 Officer Lucy Jo-Chief Kipp
- B. MDOT-Update on M-99/Superior St. Project
- C. Oaklawn Dialysis Center-Richard Lindsey
- D. 27th Annual Cardboard Sled Race-February 11th, 2017
- E. Update on Bohm Theatre-Mary Slater

The Harkness Law Firm
Atty Cullen Harkness

VII. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)

Jill Domingo
City Clerk

VIII. CONSENT CALENDAR (VV)
(Items on Consent Calendar are voted on as one unit)

NOTICE FOR PERSONS WITH
HEARING IMPAIRMENTS
WHO REQUIRE THE USE OF A
PORTABLE LISTENING DEVICE

Please contact the City
Clerk's office at
517.629.5535 and a listening
device will be provided
upon notification. If you
require a signer, please
notify City Hall at least five
(5) days prior to the posted
meeting time.

A. Approval Regular Council Session Minutes, January 3, 2017

IX. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval Letter of Understanding with the Albion Clerical Alliance (RCV)

B. Request Approval 1st Reading Ordinance # 2017-01, An Ordinance to Designate the Office of the City Clerk as an Administrative Officer of the City (RCV)



CITY OF ALBION

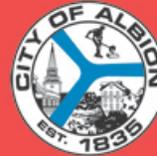
CITY COUNCIL MEETING AGENDA

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- C. Request Approval Resolution # 2017-02, A Resolution in Support of County-Wide Transit Service Plan for Calhoun County (RCV)
- D. Discussion / Approval of Albion Malleable Brewing Co., LLC – Alleyway and Sidewalk
- E. Request Approval of Michigan Economic Development Corporation Grant (RCV)
- F. Request Approval Letter of Understanding with Police Officers Association of Michigan (POAM) (RCV)
- G. City Manager Report
- H. Future Agenda Items
- I. Motion to Excuse Absent Council Member(s)
- X. CITIZENS COMMENTS (Persons addressing the City Council shall limit their comments to no more than five (5) minutes. Proper decorum is required.)
- XI. ADJOURN

ALBION **CARDBOARD CLASSIC** **SLED RACE**



**SATURDAY,
FEBRUARY 11, 2017**
VICTORY PARK, ALBION, MI

(WEATHER ALTERNATE DATE:
SATURDAY, FEBRUARY 25, 2017)

10:00AM - 11:00AM:
CHECK-IN & OPEN REGISTRATION
11:15AM: SLED DESIGN JUDGING
12:00PM: DOWNHILL RACES

FOR MORE INFO ON PRE-REGISTRATION, RACE CATEGORIES, & SLED RULES VISIT:
www.cityofalbionmi.gov/visitors/cardboardclassic.php
www.facebook.com/AlbionCardboardClassic

City of Albion
City Council Meeting
January 3, 2017

I. Call To Order

Mayor Brown opened the regular session at 7:00 p.m.

II. Moment of Silence To Be Observed

III. Pledge of Allegiance

IV. Roll Call

PRESENT: Lenn Reid (2), Sonya Brown (3), Marcola Lawler (4), Jeanette Spicer (5) and Andrew French (6) and Mayor Brown. Maurice Barnes (1) was absent.

Staff Present: Sheryl Mitchell, City Manager; Cullen Harkness, City Attorney; Jill Domingo, City Clerk; John Tracy, Director Building, Planning & Code Enforcement; Danielle Nelson, Special Projects Director; Scott Kipp, Chief Public Safety; Jim Lenardson, Director Public Services.

V. Mayor & Council Member's Comments

Comments were received from Council Member Lawler.

VI. Presentations

A. AmeriCorps Vista Albion Forward Survey-Morgan Hull & Danielle Nelson

Morgan Hull, Vista Leader stated the goal for the AmeriCorps Vista Albion Forward Survey us to gather input in regards to economic development, education, health and food access, to identify ways residents of Albion connect to the happenings in Albion and to identify transportation needs of Albion residents.

Danielle Nelson, Vista Economic Opportunities Team, stated the AmeriCorps Vista group will be available on Thursday (January 5th); Friday (January 6th); Thursday (January 12th) and Friday (January 13th) at Albion City Hall for residents to come in and complete survey. They will also be at various locations throughout the City including Family Fare over the weekend.

Residents can also take the survey with a member of the AmeriCorps Vista group at the Ludington Building. The survey can be taken online or by paper copy. Residents are encouraged to participate and complete the survey.

Comments were received from Council Members French and Reid.

B. Introduction/Oath of Office for Public Safety Officer Kyle Wilson

Chief Kipp introduced Officer Kyle Wilson. City Clerk Domingo gave Officer Riley his oath of office.

Comments were received from Mayor Brown.

VII. **Citizen's Comments** (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)

No comments were received.

VIII. Consent Calendar (VV)

- A. Approval Special Council Session Minutes – December 12, 2016
- B. Approval Regular Session Minutes-December 19, 2016
- C. Approval Study Session Minutes-December 19, 2016
- D. Approval Special Council Session Minutes-December 28, 2016

French moved, Brown supported, CARRIED, to approve the Consent Calendar as presented. (6-0 vv)

IX. Items for Individual Discussion

A. Discussion-Single Hauler Process

City Manager Mitchell stated the single hauler bids were distributed to Council at the meeting.

Mayor Brown stated the reason for the single hauler was to help the City to continue servicing leaf pickup for residents. A single hauler will also help with enforcing the ordinance and lower costs for all residents.

Council Member Lawler asked if there was any type of discount for veterans and disabled veterans. Director of Public Services Lenardson stated he will check on this and let the Council know.

Council Member French asked which plan does the Council want to move forward accepting from Granger. He stated that due to the City having a Recycling Center provided by the County that residents may not want to pay for the additional cost for curbside pickup. If we were to go with Option #2 which is weekly trash pickup (\$26.55) and every other week yard waste (\$13.95), the total cost would be \$40.50 per quarter.

Council Members Brown and Spicer would like to have a study session before making any decisions.

City Manager Mitchell asked if the Council would provide her with any questions prior to the Study Session.

The consensus of the Council is to have a Study Session at 6:00 p.m. on Tuesday, January 17, 2017 prior to the Council meeting to discuss the Single Hauler proposal.

B. Discussion/Approval MML Training-Tentative Date Saturday, February 4, 2017 (VV)

Mayor Brown stated that because the City of Albion lacks any formal training for civic leaders, the City has secured members from the MML that provides on-site training. They will cover items such as government procedures and the Open Meetings Act.

The consensus of the Council is to have the MML Training on Saturday, February 4, 2017.

C. Scheduling Department Tours & Overview

City Manager Mitchell stated a questionnaire has been given to the Council to secure dates to tour the City's various departments. The requested dates are January 17th through January 31st. She asked the Council to complete the form and return as soon as possible so this can be scheduled.

D. Request Approval Resolution # 2017-01, A Resolution to Approve Sending a New Public Safety Officer to the Police Academy (RCV)

Comments were received from Council Members French and Brown; Mayor Brown, Chief Kipp and City Manager Mitchell.

French moved, Brown supported, CARRIED, to Approve Resolution # 2017-01, A Resolution to Approve Sending a New Public Safety Officer to the Police Academy as presented. (6-0 rcv)

E. Scheduling Goal Setting Sessions

City Manager Mitchell stated the Council will need to set goals for the City Manager as well as for the City for the upcoming year. Date and time options will be emailed to Council. This will likely take place in February and may need to incorporate more than one meeting.

Council Member French feels the goal setting sessions are a good idea and would like to see the goals reviewed on a semi-annual basis.

Council Members Brown and Spicer would like to see goals from last year and also the year before.

Additional comments were received from Council Member Reid and Mayor Brown.

F. City Manager Report

City Manager Mitchell updated the Council with the following update:

- **Boards & Commissions**
 - ❖ A listing of residents who have applied for the open seats
 - ❖ Deadline will be extended until Tuesday, January 17, 2017
 - ❖ A Special Council Meeting will be held on Monday, January 23, 2017 at 7:00 pm to appoint the Boards & Commission seats.

- **MML Training - tentative Saturday, Feb. 4, 2017, 11 am-3 pm**
 - ❖ Trainers: Bill Mathewson - MML General Counsel and Eleanor Siewert the MML Parliamentarian.

- **Scheduling of Department Tours & Overview** –
 - ❖ City Manager, Finance, City Clerk, Public Safety, Public Services, Building, Planning & Code Enforcement, Assessing, Recreation. Please return form with your availability.

- **Albion Building Authority**
 - ❖ Completed the lease arrangements for 201 N. Clinton. New tenant will be Edward Jones.

- **Redevelopment Ready Community**
 - ❖ First Quarterly Report will be submitted this week. Copies provided.

- **Economic Development Corporation**
 - ❖ Thursday, Jan. 12th, 8am-11am - EDC Work Session at Upper Baldwin Hall at Albion College. Open to the Public. Note: the regular EDC Meeting for Feb. 5th has been cancelled.
 - ❖ The AEDC has partnered with the Southwest Small Business Development Center of Michigan (located at WMU in Kalamazoo) to offer free counseling to entrepreneurs and business owners. The counseling will take place at the EDC office, on the second Tuesday of each month.
 - ❖ On February 201 there will be a workshop on Starting a Restaurant or Food Service Business. The workshop is being offered free, thanks to a sponsorship by Homestead Savings Bank

- **Greater Albion Chamber of Commerce**
 - ❖ New 2017 officers: Jason Cox, Board Chairman; Trevor Shedd, Board Treasurer; Kelly Rice, Board Vice Chairman; and Mark Putvin, Board Secretary. New Board Member: Sheryl Mitchell
 - ❖ Annual Meeting will be March 28th at Duck Lake County Club. Mardi Gras Theme. \$35 pp
 - ❖ Eggs & Issues: The currently scheduled Eggs & Issues meetings are as follows:
 - ❖ January 20th @ Kids N Stuff Children's Museum with catering TBD
 - ❖ February 17 @ Gina's new place
 - ❖ March 17 @ KCC EAC with catering TBD
 - ❖ April 21 @ American Legion
 - ❖ May 19 @ Duck Lake Country Club
 - ❖ The Chamber is refocusing efforts on "niche" weekend events. So, participation in some of the regular events are not currently

scheduled: Cardboard Classic, Kanoe the Kazoo, and Famous at the Forks

- **Albion College**

- ❖ Lansing Networking Luncheon on Jan. 17th with policy, government and legislative experts. Introducing Mayor Brown, Mayor Pro Tern Sonya Brown and EDC CEO Amy DePrez.

- **Marshall Public Schools**

- ❖ Holding a meeting January 23rd at the Marshall Opportunity School

- **Albion Recreation Department**

- ❖ The Youth Basketball League Basketball Program will resume on January 7th with a practice and player draft. League games will start on January 14, 2017. Program will be offered at the Albion Community Center located at the Marshall opportunity High School.
- ❖ Water Aerobics Classes will be offered from January 3, 2017 - February 9, 2017 from 6:30 pm - 7:30 pm at the Albion Community located at the Marshall Opportunity High School.
- ❖ A Modern Dance and Creative Movement Workshop will be offered from January 9, 2017 - February 8, 2017 from 6:30 pm - 8:30 pm at the Albion Community Center located at the Marshall Opportunity High School

Comments were received from Council Members Lawler and French and Mayor Brown.

G. Future Agenda Items

No future agenda items were received.

X. Citizen's Comments

Comments were received from Al Smith, 1209 Adams St.; Elrarene Showers, 805 ValHalla; Gary Tompkins, 7th District Calhoun County Commissioner and Bill Dobbins, 15901 E. Michigan Avenue.

XI. Adjournment

Brown moved, Lawler supported, CARRIED, to adjourn council session. (6-0 vv)

Mayor Brown adjourned the meeting at 8:00 p.m.

Date

Jill Domingo
City Clerk



CITY OF ALBION
Office of the City Manager
Sheryl L. Mitchell

112 West Cass Street ♦ Albion, MI 49224
517.629.7172 ♦ smitchell@cityofalbionmi.gov

MEMO

TO: Honorable Mayor and City Council
FR: Sheryl L. Mitchell, City Manager
DA: January 17, 2017
RE: **Agenda Summary**

ITEMS FOR INDIVIDUAL DISCUSSION

- A. **Request Approval Letter of Understanding Between the City of Albion and the Albion Clerical Alliance.** The 2017 Budget reflects a Public Safety Records and Human Resources Clerk position. The Public Safety Records Clerk position, when full-time, is covered under the Albion Clerical Alliance (ACA) collective bargaining agreement. Human Resources positions that participate in negotiations are generally not members of a bargaining union. The ACA has agreed that this position will be exempted from the ACA collective bargaining agreement as long as Human Resources remains a duty and responsibility of that position. All other terms and conditions specified in the collective bargaining contract between the parties shall remain in full force and effect, except as modified above. City Manager recommends approval
- B. **Request Approval 1st Reading Ordinance # 2017-01, An Ordinance to Designate the Office of the City Clerk as an Administrative Officer of the City.** In November 2016, the voters approved a charter amendment to eliminate departments no longer in existence and to allow council to establish additional departments by ordinance. The City Clerk currently reports directly to the Finance Director. It is recommended to create the Office of the City Clerk as an administrative department that reports to the City Manager. The duties and compensation are unchanged. City Manager recommends approval
- C. **Request Approval Resolution # 2017-02, A Resolution in Support of County-Wide Transit Service Plan for Calhoun County.** The resolution supports the Calhoun County grant application to secure funding to develop a County-wide Transit Service Plan that will provide a vision and plan for public transit services for the City of Albion and throughout Calhoun County. Calhoun County is the only county in Region 8, which includes Berrien, Branch, Calhoun, Cass Kalamazoo and Van Buren, which does not provide public transit services county-wide. The City of Albion and Marshall have provided a connector service, however, there is not a sustainable long-term funding source for this much needed service. Calhoun County has created a Task Force in partnership with Albion, Battle Creek, Springfield, Marshall and the Village of Homer. The goal is to raise approximately \$175,000 in funding to hire a consultant to assist with developing a Calhoun County-wide Transit Service Plan. MDOT will be approached for 80% of the funding and there is an anticipated local match of 20%. The grant application deadline

is February 2017. Several organizations and foundations are being approached to support the funding of the local match. City Manager recommends approval

D. Discussion / Approval of Albion Malleable Brewing Co., LLC – Alleyway and Sidewalk.

The Albion Malleable Brewing Company is constructing the business on South Superior at Ash Street. They will need to locate some of their mechanicals in the alley immediately behind the building. They also are seeking to have outside seating on the Ash Street sidewalk. The owners have expressed interest in purchasing the alley way and sidewalk area. As an alternative, they would be willing to lease the property in these areas. Direction is requested from Council on whether to sale or lease these areas. Any agreement will need to include easement language to ensure ongoing access by the City. City Manager seeking direction from Council on purchase and/or lease of alley and sidewalk to move forward with the drafting of the appropriate documents

E. Request Approval of Michigan Economic Development Corporation Grant.

The City Council previously approved Resolution #2016-69 to accept MEDC grant funding for various wastewater projects within the City in the amount of \$950,000.00 for the construction of wastewater treatment plan improvements. The original agreement provided for 50% to be provided upon execution of the agreement and 50% after completion. This would have required the City to provide advance funding for half the project. The revised agreement provides for 50% upon execution and monthly reimbursements thereafter. City Manager recommends approval

F. Request Approval Letter of Understanding with Police Officers Association of Michigan (POAM),

The Letter of Understanding between the City of Albion, Albion Department of Public Safety and Police Officers Association of Michigan amends the language in the current collective bargaining agreement. The language under Appendix A-1, Wage Plan for PSO Trainee, PSO-1, and PSO- 2 pay grades, which are based on police and/or fire certifications for newly hired employees is deleted. New hires without police and/or fire certifications will begin at the Start wage in the current collective bargaining agreement. The language was approved by the POAM membership. City Manager recommends approval

**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ALBION AND
THE ALBION CLERICAL ALLIANCE**

THIS LETTER OF UNDERSTANDING, dated this ____ day of January, 2017, is executed between the City of Albion (hereinafter referred to as "Employer") and the Albion Clerical Alliance (hereinafter referred to as "Union").

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement that covers from January 1, 2016 through September 30, 2017; and

WHEREAS, the collective bargaining agreement addresses the position classifications that are subject to the collective bargaining agreement; and

WHEREAS, the parties herein desire to add language to clarify that the Public Safety Records and Human Resources Clerk position shall not fall into the classifications described in Appendix A of the collective bargaining agreement as long as Human Resources remains a duty and responsibility of that position;

NOW THEREFORE, IT IS HEREBY AGREED:

There is no current language under Appendix A to address this issue, and thus the following will be added as a notation in Appendix A:

The position of Public Safety Record and Human Resource Clerk shall not fall into the positions and/or classifications described in this Appendix, and is therefore specifically exempted from and will not be subject to this collective bargaining agreement, so long as the position continues to have human resources duties and responsibilities.

All other terms and conditions specified in the collective bargaining contract between the parties shall remain in full force and effect, except as modified above.

Albion Clerical Alliance

City of Albion

 01-03-17

Gregg Allgeier, Business Agent

Garrett Brown, Mayor

TPOAM


Sharon Farmer, President

Sheryl Mitchell, City Manager


Bonnie Edmunds, Vice President

Jill Domingo, City Clerk

**CITY OF ALBION
ORDINANCE #2017-01**

AN ORDINANCE TO DESIGNATE THE OFFICE OF THE CITY CLERK AS AN
ADMINISTRATIVE OFFICE OF THE CITY

Purpose and Finding:

The City recently sought a charter amendment during the November 2016 election to Section 7.1 of the City Charter. That amendment added city departments that have been created since the charter and deleted other departments that have since become obsolete. Additionally, the former charter deleted the language that made the Department of Finance responsible for the Clerk's office. The charter provides in Section 7.1 that the council may establish by ordinance additional departments that may be required. It is recommended that the Office of the City Clerk be designated as an administrative department of the City.

THE CITY OF ALBION ORDAINS:

Section: 2-91 – Office of the City Clerk

- a. Created
 - i. The Office of the City Clerk is hereby created and is designated as an administrative department of the City.
- b. Appointment
 - i. The City Clerk shall be appointed by the City Manager and shall serve at the pleasure of the City Manager. The Office of the City Clerk shall report directly to the City Manager and shall receive such compensation as set forth in the budget.
- c. Duties
 - i. The City Clerk shall have all of the duties set forth in Section 8.3 of the City Charter.
 - ii. The City Clerk shall perform such other duties as the council or City Manager shall direct or which may be required of the City Clerk by law.

This Ordinance shall take effect after publication on March 6, 2017.

First Reading:
January 17, 2017

Second Reading & Adoption:
February 6, 2017

Ayes _____
Nays _____
Absent _____

Ayes _____
Nays _____
Absent _____

Jill Domingo
City Clerk

Garrett Brown,
Mayor

Resolution #2017-02

Resolution in Support of County-Wide Transit Service Plan for Calhoun County

Purpose and Finding: Calhoun County is the only county in Region 8, which includes Berrien, Branch, Calhoun, Cass Kalamazoo and Van Buren, which does not provide public transit services county-wide. Approximately 15% of households in Calhoun County are without sufficient access to a vehicle and 7% are without access to a vehicle or mass transit. The numbers are even greater within the City of Albion. The City of Albion and Marshall have provided a connector service, however, there is not a sustainable long-term funding source for this much needed service. Calhoun County has created a Task Force in partnership with Albion, Battle Creek, Springfield, Marshall and the Village of Homer. The goal is to raise approximately \$175,000 in funding to hire a consultant to assist with developing a Calhoun County-wide Transit Service Plan that will provide a vision for all public transit in Calhoun County and will be the basis for developing and delivering transit projects and programs. MDOT will be approached for 80% of the funding and there is an anticipated local match of 20%. **FINDING:** It is found that supporting efforts to establish a county-wide transit service in Calhoun County would be beneficial to Albion residents and businesses.

Council Member _____ moved, supported by Council Member _____, to approve the following resolution.

RESOLVED, that Albion City Council hereby supports the Calhoun County grant application to secure funding to develop a County-wide Transit Service Plan that will provide a vision and plan for public transit services for the City of Albion and throughout Calhoun County.

BE IT FURTHER RESOLVED, that the Albion City Manager is authorized to sign the letter of support on behalf of the City of Albion.

I hereby certify that the above resolution was adopted on January 17, 2017, at a regular meeting of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk

COUNTY-WIDE TRANSIT SERVICE PLAN FOR CALHOUN COUNTY PROJECT SUMMARY – TAKEN FROM DRAFT RFP

OBJECTIVE

Building on unified support from within Calhoun County regarding the need for an efficient and integrated transit system, a group of government and human service leaders from across the County has formed to further discuss and advance the formation of a countywide transit system for Calhoun County. The objective for the project is to develop a countywide service plan that involves all current service providers and community stakeholders to analyze what services are needed in each community and how each service will fit into an integrated transit system.

Currently the City of Battle Creek is the main provider of public transit services and functions as a significant service center in Calhoun County. Battle Creek is in the process of developing a Transit Master Plan to review existing, and plan for future transportation services within their service area. The county-wide study will be directly linked with the City's project in an effort to maximize the potential benefits of a future county-wide transit system. Collaboration between the City and County will reduce the duplication of data gathering and analysis and provide a point with which to launch the county's project.

BACKGROUND

Public transit options in Calhoun County are limited. Calhoun County is the only county in Region 8, which includes Berrien, Branch, Calhoun, Cass, Kalamazoo and Van Buren, that does not provide public transit services countywide. This lack of service greatly affects the citizens of the County and region by limiting access to places of employment, medical care, and basic consumer goods. It is assumed that the lack of transit options most affects the elderly and low income populations who either are unable to afford a vehicle or drive a vehicle for transportation needs. Further data collection and public outreach are necessary to assess the needs of the community in order to develop a countywide transit plan that eliminates barriers to public transportation services.

Current service providers include the City of Battle Creek, which provides bus service throughout the City, with limited stops in the City of Springfield and the townships of Bedford, Emmett, and Pennfield. This service is offered on weekdays from approximately 5:00am until 7:00pm, and on Saturdays from approximately 9:00am until 5:00pm. On demand services are offered until 12:00am Monday through Saturday. The City of Marshall operates a service within its city limits on an "on-call" basis. And for a short time, the Cities of Marshall and Albion are collaborating to provide service between the two municipalities on a limited basis. This service was slated to expire on July 1, 2016, due to a lack of funding. However, the City of Albion has approved emergency funds to continue the connector service for a short period. Other specialized service providers, such as, Community Action and Community Inclusive Recreation provide service in limited areas, but not throughout the County. The result is a fragmented system that is difficult for residents to navigate and involves redundant administrative functions at multiple systems.

SCOPE OF SERVICES

The Calhoun Countywide Transit Service Plan is intended to provide a vision for all public transit in Calhoun County and to examine issues and services in adjacent counties to the extent they represent connections to and from Calhoun County. The Plan is intended to provide a basis for developing and delivering transit projects and programs over the next five years.

The Consultant, through stakeholder engagement, shall consider the general needs of the traveling public as well as the specific needs of particular sub-markets including, but not necessarily limited to, older adults, people with disabilities, students and employers. The Consultant will also consider people who do not use

local public transit. The Countywide Transit Service Plan will describe how non-users may be converted to users by addressing what specific barriers or objections non-users have and how to overcome those barriers.

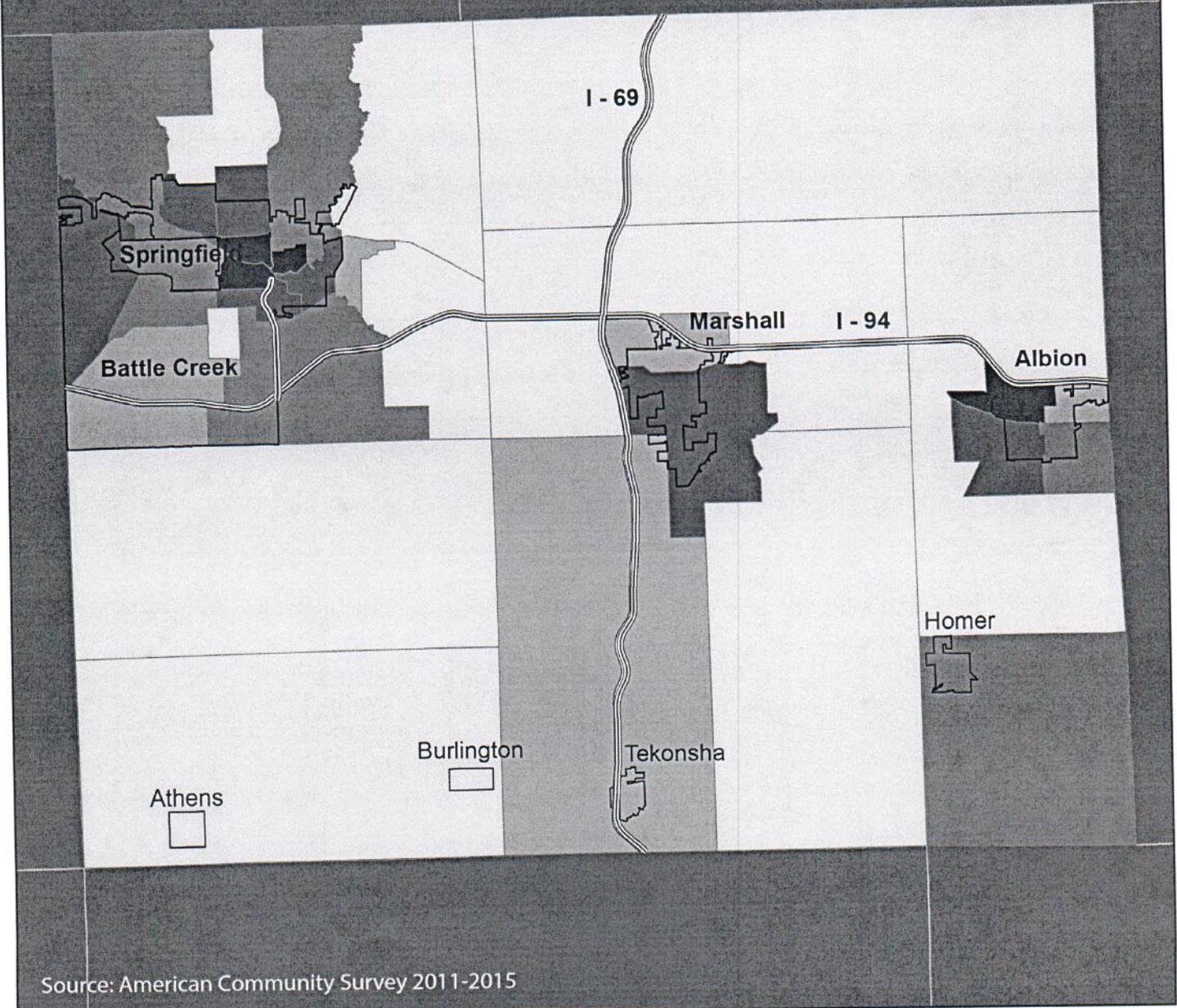
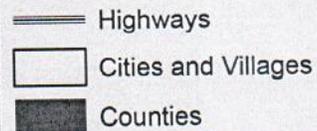
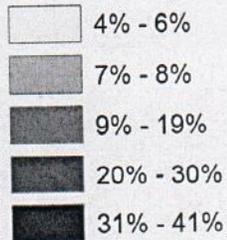
The plan must address all reasonable transit concepts and not rely on what has traditionally been done in the county. The Consultant will consider all modes of transportation including, but not limited to, fixed-route bus service, paratransit, demand response, car/van pooling and connections by rail, intercity bus, bicycling and walking. Throughout the plan development, the Consultant shall consider possible roles for third-party transit providers or brokers. The Consultant shall describe where and under what circumstance it is best to rely on third-party providers as opposed to "in house" services.

The Consultant will develop multiple scenarios to represent the future "desired state" for public transit and will create corresponding implementation strategies designed to achieve the desired state. At a minimum, options (or alternatives, or scenarios) should be designed that vary according to the funding levels needed to pay for them (e.g. high, medium, and low). Another minimum requirement is that options (or alternatives, or scenarios) should be created for at least three time-frames (e.g. 1-year 3-year and 5-year). All of the projects and improvements should be sufficiently detailed to enable future inclusion in a capital and operating program. The Consultant shall identify strategies for funding the improvements recommended in the Countywide Transit Service Plan for Calhoun County. The funding strategies must address how an integrated system might pay for both capital improvements and on-going operations. Funding strategies may include the use of existing funding sources as well as funding sources not yet in place. If suggested funding sources are not yet in existence, the Consultant shall outline the steps needed to establish those funding sources, describe possible challenges to establishing those sources, and provide a description of the steps that are needed to establish the suggested funding source.

Proportion of Households with Insufficient Access to Cars

Census Tracts

Proportion with Insufficient Car Access



Source: American Community Survey 2011-2015

COUNTY-WIDE TRANSIT SERVICE PLAN FOR CALHOUN COUNTY FUNDING REQUEST ASSIGNMENTS

Rebecca Fleury, City of Battle Creek

- Battle Creek Unlimited
- WK Kellogg Foundation
- Bronson Hospital
- TIFA

Derek King, Calhoun County

- Oaklawn Hospital – Richard Lindsey

Art Kale, Village of Homer

- Homer Community Foundation
- Clemens Food Group

Sheryl Mitchell, City of Albion

- Albion Community Foundation

Jack Reed, City of Marshall

- Marshall Community Foundation

Kelli Scott, Calhoun County

- County EDC
- BC Vision - Scott Cubberly



City of Albion

William L. Rieger Municipal Building
112 West Cass Street • Albion, Michigan 49224
(517) 629-5535 • Fax (517) 629-4168

January 17, 2017

Fred Featherly
Transportation Services Section
Mailcode: B425
Office of Passenger Transportation Michigan
Department of Transportation
P.O. Box 30050
Lansing, Michigan 48909

Dear Mr. Featherly:

As City Manager for the City of Albion, I am writing to express our support of Calhoun County's application to the Service Development and New Technology (SDNT) Program. The leaders of the City of Battle Creek wholeheartedly support the County's efforts in securing funding to develop a County-wide Transit Service Plan that will provide a vision for public transit services in Calhoun County. The current public transit system in Calhoun County is fragmented and difficult for residents to navigate. The goal of this project is to establish a plan for an efficient and integrated transit system that reaches all the citizens of Calhoun County.

It is also our intent to assist in seeking a local match for this much needed project. A copy of a formal resolution of support from the Albion City Council that was adopted on January 17, 2017 is attached.

Sincerely,

Sheryl L. Mitchell
Albion City Council

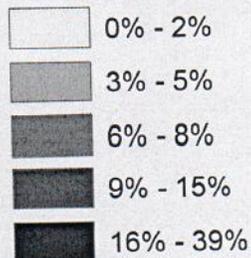
COUNTY-WIDE TRANSIT SERVICE PLAN FOR CALHOUN COUNTY PROJECT HIGHLIGHTS

- Calhoun County is the only county in Region 8, which includes Berrien, Branch, Calhoun, Cass, Kalamazoo and Van Buren, that does not provide public transit services countywide.
- Approximately 15% of households in Calhoun County are without sufficient access to a vehicle, 7% are without access to a vehicle or mass transit. See attached maps.
- Current service providers include
 - City of Battle Creek provides fixed route service throughout the City with limited stops in the City of Springfield and the townships of Bedford, Emmett, and Pennfield
 - The City of Marshall operates a service within its city limits on an "on-call" basis
 - The Cities of Marshall and Albion provide service between the two municipalities on a limited basis
- Current system is fragmented and leaves certain populations without transportation to work, healthcare, etc.
- Project Objective = Develop a Transit Service Plan that establishes a vision for countywide public transit in Calhoun County. The Plan is intended to provide a basis for developing and delivering transit projects and programs over the next five years.
- Estimated Project Cost = \$150,000 - \$175,000
 - MDOT funds = 80% or \$120,000 - \$140,000
 - Match Funds = 20% or \$30,000 - \$35,000
- Transit Task Force comprised of administration from:
 - Calhoun County
 - City of Battle Creek
 - City of Springfield
 - City of Marshall
 - City of Albion
 - Homer Village

Proportion of Households with Insufficient Access to Cars or Mass Transit

Census Tracts

Proportion with Insufficient Transit Access



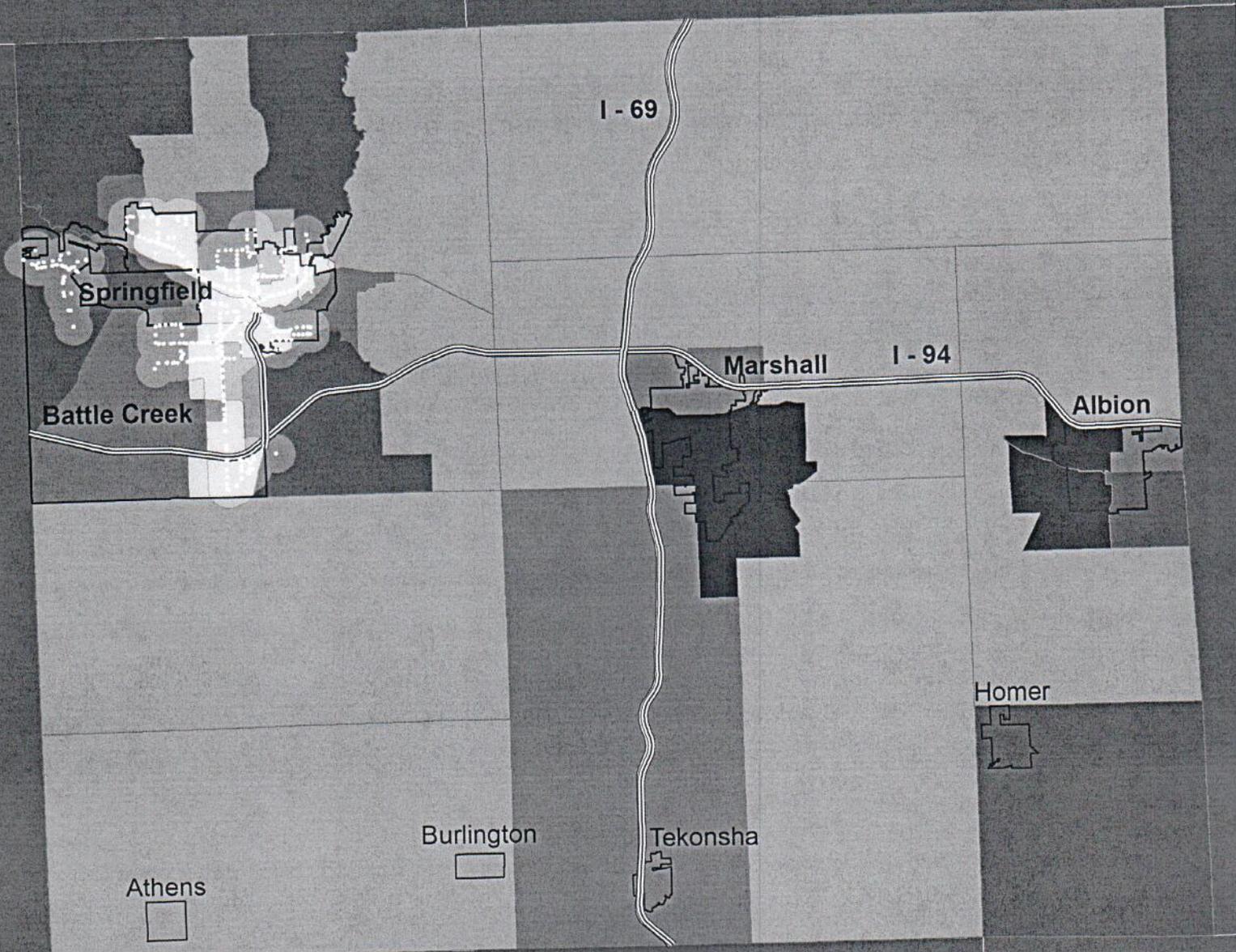
Highways

Cities and Villages

Mass Transit Stops

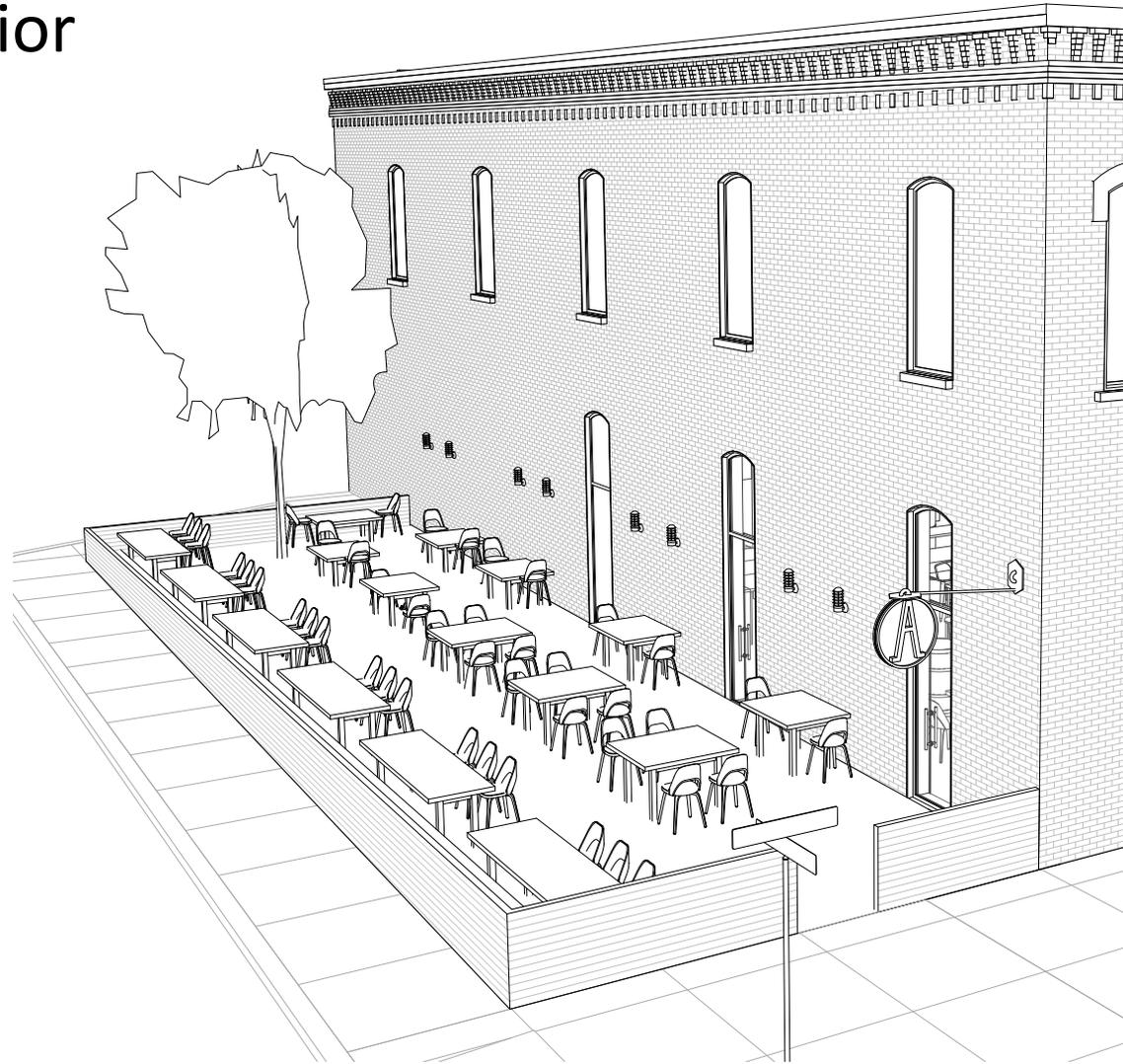
0.5 Miles Away from a Mass Transit Stop

Counties



- Café seating area
- Attractive exterior greets visitors entering Albion from the South

FILORAMO TALSMA
ARCHITECTURE





Calhoun County Land Bank Property

Existing City Parking Lot

Subject Property
416 / 420 S. Superior St.

Alley

MDOT plans to create bump outs at intersections on M-99 / Superior St. downtown in 2017 when street is reconstructed.

Microbrewery would like to continue bump out around corner onto W. Ash St. in place of on street parking spaces to create a larger area for an outdoor café – beer garden, see sketch/drawings attached.

W ASH ST

W. ASH ST.

WASH ST

S. SUPERIOR ST.

RIOR ST



51-001-083-00

51-001-087-00

51-001-088-00

Existing City Parking

51-001-090-00

51-001-095-00

51-001-093-00

Alley

51-001-092-00

S SUPERIOR ST

SH ST

WASH ST

S SUPERIOR ST

51-001-243-00

51-001-244-00

51-001-246-00

receipt and approval by the Grant Administrator of Grantee's billing statement(s). Grantee shall provide Grantee's billing statement(s) to Grant Administrator or at Grant Administrator's direction on a monthly basis, as needed. Grant Administrator shall provide Grantee with appropriate submission instructions of Grantee's billing statement(s).

- C. The Grantee agrees that all funds shown in the Budget are to be spent as specified. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.
- D. Changes in the Budget will be allowed only upon prior review and written approval by the Grant Administrator.
- E. Grantee's billing statement(s) may be subject to a final audit prior to the release of final payment.

- V. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Mary Kramer (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
kramerm1@michigan.org

VI. **GRANTEE DUTIES.**

- A. The Grantee agrees to undertake, perform, and complete the services fully described in Exhibit B.
- B. The Grantee agrees to submit documentation of the expenditure of funds and submit a progress report to the satisfaction of the MEDC.

VII. **RELATIONSHIP OF THE PARTIES.**

- A. Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.
- B. Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.

- C. The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.
 - D. All tools, supplies, materials, equipment and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.
 - E. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.
- VIII. **ACCESS TO RECORDS.** During the Term, and for Seven years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.
- IX. **TERMINATION.** This Agreement shall terminate upon the earlier of the following:
- A. The Ending Date.
 - B. Termination by the MEDC, by giving thirty calendar days prior written notice to the Grantee. In the event that the Legislature of the State of Michigan (the "State"), the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee.
 - C. Termination by the MEDC pursuant to Section XIX of this Agreement.
- X. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.

CONFIDENTIAL INFORMATION. Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this

Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.

- XI. PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall acknowledge the financial support received from the MEDC, as appropriate, in any such publication.
- XII. INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.
- XIII. CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to,

conflicts of interest that are defined under the laws of the State of Michigan.

XIV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE. The Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its corporate board of directors, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and workers compensation insurance. The insurance shall be written for not less than any limits of liability required by law for the Grantee's obligation for indemnification under this Agreement.

XV. TOTAL AGREEMENT. This Agreement, including the exhibits incorporated herein, is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by mutual agreement of the Parties reduced to writing and signed.

XVI. ASSIGNMENT/TRANSFER/SUBCONTRACTING. Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.

XVII. COMPLIANCE WITH LAWS. The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties under this Agreement.

XVIII. DEFAULT. The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect; (b) the Grantee's failure generally to pay debts as they mature, or the

appointment of a receiver or custodian over a material portion of the Grantee's assets, which receiver or custodian is not discharged within Sixty calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within Sixty calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within Sixty calendar days. (f) the Grantee's failure to comply with the reporting requirements hereof; (g) the Grantee's failure to comply with any obligations or duties contained herein; (h) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.

XIX. AVAILABLE REMEDIES. Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.

XX. REIMBURSEMENT. If this Grant is terminated as a result of Section XIX(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.

XXI. NOTICES. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) One business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXII. AMENDMENT. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Parties.

XXIII. GOVERNING LAW. This Agreement is made and entered into in the State of

Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement

- XXIV. COUNTERPARTS AND COPIES.** The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.
- XXV. JURISDICTION.** In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim (a) that it is not subject to the jurisdiction of such court, (b) that the action is brought in an inconvenient forum, (c) that the venue of the suit, action or other proceeding is improper or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.
- XXVI. SURVIVAL.** The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV and XXVI shall survive termination of this Agreement.
- XXVII. PUBLICITY.** At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

(remainder of page intentionally left blank)

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE: City of Albion

Dated: _____

BY:
ITS:

MEDC ACCEPTANCE: Michigan Economic Development Corporation

Dated: _____

Steven Arwood
Chief Executive Officer

DRAFT

EXHIBIT A
GRANTEE'S BUDGET

PROJECT BUDGET

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

1. Applicant: City of Albion		2. Project Title: Wastewater Treatment Plant Improvements			
3. Project Cost Elements		4. Project Funding Sources (Identify all other funding sources)			
Activities	Special Legislative Grant	Local			TOTAL
Clarifier Rehabilitation and Primary Influent Pump Station Improvements	\$784,000	\$85,000			\$869,000
Design and Engineering	\$166,000				\$166,000
TOTAL	\$950,000	\$85,000			\$1,035,000

EXHIBIT B

GRANTEE'S PROPOSAL

Primary contact information

Name: Sheryl Mitchell

Address: 112 West Cass Street, Albion, MI

Phone: 517-629-7172 **Email:** smitchell@cityofalbion.gov

1. Please describe the public purpose of the project.

The purpose of the project is to rehabilitate and replace portions of the Albion WWTP, specifically related to the primary clarifiers and adjacent processes. The equipment is past its useful life and some equipment has completely failed (i.e., influent pump) or have been cited by the Michigan Department of Environmental Quality (MDEQ) to be rehabilitated (i.e., primary clarifier tank concrete).

Restoring the equipment and tanks in this project will improve process reliability and address MDEQ concerns so that the WWTP can better meet its discharge limits to the Kalamazoo River.

2. Please provide a list of primary work to be performed and associated costs.

An Engineer's Opinion of Probable Cost is attached showing the major equipment and work to be performed.

If the construction bids come in significantly above the grant amount, the City may elect to complete the entire project using City funds to make up the difference. However, the bid will include deductive alternates, which will allow the City to remove certain items from the contract to stay within the City's budget.

3. Anticipated timeframe for each cost noted above. (No cost identified should be prior to October 1, 2016 and targeted project completion should be no later than September 30, 2017.)

Design Phase – 2.5 months

- Preliminary equipment selection
- Perform detailed design to develop drawings and technical specifications
- Update Engineer's Opinion of Probable Project Cost
- Prepare Part 41 Permit Application, if applicable
- Deliverable: Project manual and drawings
- Outcome: Project ready to bid

Bid Phase – 1.5 months

- Bidding Assistance
- Contract award
- Outcome: Contract award recommendation and Notice to Proceed

Construction Phase – 9 months

- Shop drawing preparation and Engineer review (2 months)
- Clarifier concrete replacement
- Fabrication of equipment (primary clarifier is longest fab time at 5 months)
- Equipment demolition and removal
- Install primary clarifier equipment and concrete replacement (2 months)
- Engineer's construction administration, including resident project representative
- Deliverable: Progress payment recommendations, completed project

Note that the schedule may exceed the September 30, 2017 date, due largely to the long lead time for the clarifier equipment.

DRY



Engineer's Opinion of Probable Project Cost ⁽¹⁾

Project: City of Albion WWTP - Legislative Grant
 Basis for Estimate: Conceptual Basis of Design Final
 Work: Rehabilitate Primary Clarifiers

Project No. 817834
 Estimator: A. Gelderloos
 Date: October, 2016
 Current ENR-CCI: 10,181.9

Item	Description	Unit	Qty.	Unit Price	Amount
1	Clarifier Rehabilitation				
2	Demolish clarifier mechanism, weir, scum baffle, scum beach	LS	2	\$8,000	\$16,000
3	New clarifier mechanism and drive	EA	2	\$95,000	\$190,000
4	Paint clarifier mechanism	EA	2	\$12,000	\$24,000
5	New weir and scum baffle, FRP, 60' dia.	EA	2	\$12,000	\$24,000
6	Demolish portion of clarifier wall	EA	1	\$10,000	\$10,000
7	New concrete wall	CY	7	\$2,500	\$17,000
8	Guardrail - aluminum	LF	415	\$50	\$20,700
9	Earthwork, restoration	LS	1	\$3,000	\$3,000
10	Clarifier electrical	LS	1	\$10,000	\$10,000
11	Replace primary sludge plunger pump	EA	1	\$20,000	\$20,000
12	Replace primary scum pump	EA	1	\$20,000	\$20,000
13	Primary Influent Pump Station				
14	New pump	EA	2	\$30,000	\$60,000
15	New piping and valves	EA	2	\$45,000	\$90,000
16	New equipment pad	EA	2	\$3,000	\$6,000
17	Variable frequency drive	EA	2	\$10,000	\$20,000
18	Vacuum priming system	LS	1	\$22,000	\$22,000
19	Vacuum priming valves/piping	EA	3	\$2,500	\$7,500
20	New flow meter	LS	1	\$10,000	\$10,000
21	Bypass pumping	LS	1	\$5,000	\$5,000
22	New influent pump control system	LS	1	\$30,000	\$30,000
23	Electrical	LS	1	\$28,000	\$28,000
24	Installation Labor for Equipment		25%	\$490,200	\$122,600
25	Contractor General Conditions and Overhead & Profit		15% of capital		\$113,000
26			Construction Cost:		\$869,000
27	Contingency				\$0
28	Design Engineering				\$70,000
29	Bidding Assistance				\$6,000
30	Construction Assistance				\$90,000
			Total Project Cost:		\$1,035,000

Notes:

1. This estimate represents a budgetary cost estimate to be used for planning purposes. Further definition of the scope of the project through preliminary and final design will provide details necessary to improve the accuracy of conceptual estimates.



**LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ALBION, THE ALBION DEPARTMENT OF PUBLIC SAFETY
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN,
ALBION PUBLIC SAFETY OFFICER'S ASSOCIATION**

THIS LETTER OF UNDERSTANDING, dated this _____ day of _____, 2016 is executed between the City of Albion and Albion Department of Public Safety (hereinafter collectively referred to as the "Employer"), and the Police Officers Association of Michigan and the Albion Public Safety Officer's Association (hereinafter referred to as "Union".)

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement that covers from January 1st, 2016 thru October 1st, 2017; and

WHEREAS, the collective bargaining agreement addresses certain terms and conditions for rate of pay; and

WHEREAS, the parties desire to delete language that specifies training wages of personnel that are hired without any police and/or fire certifications to be effective as soon as possible to implement after this document is executed by the parties.

NOW THEREFORE, IT IS HEREBY AGREED:

The language under APPENDIX A-1, Wage Plan, specifies PSO-Trainee, PSO-1, and PSO-2 pay grades based on police and/or fire certifications of newly hired employees. The CITY and UNION agree to delete these classifications of PSO-Trainee, PSO-1 and PSO-2 and start any personnel hired without police and/or fire certifications at the Start wage listed in the current collective bargaining agreement.

All other terms and conditions specified in the collective bargaining contract between the parties shall remain in full force and effect, except as modified above.

Police Officer's Association
of Michigan / Albion Public Safety
Officer's Association

City of Albion

Gregg Allgeier Business Agent

Garrett Brown Mayor

Bill Timmins Union President

Sheryl Mitchell City Manager

Nicole Wygant Vice President

Jill Domingo City Clerk

AGREEMENT
BETWEEN
CITY OF ALBION, MICHIGAN
AND
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2016 – September 30, 2017

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AGREEMENT

THIS AGREEMENT made and entered into at Albion, Michigan, by and between the CITY OF ALBION, MICHIGAN, hereinafter referred to as the CITY, and THE POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to, individually or collectively, as the UNION is effective January 1, 2016 through September 30, 2017.

GENDER NEUTRALITY

All references within this documents which refer to she, he, her him, etcetera, shall be construed and are intended also to encompass the other gender simultaneously and without exception.

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its employees, the UNION, and the citizens of Albion, Michigan.

Recognizing that the interest of the community and the job security of the employees depends upon the CITY's ability to continue to provide proper services to the community, the CITY and the UNION, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement. The CITY and the UNION agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, gender, handicap, nationality, political beliefs, union activities and/or sexual orientation.

ARTICLE II UNION RIGHTS

Section 1. Recognition. The CITY hereby recognizes the UNION as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, employment and other terms and conditions of employment.

The term "employee" as used herein shall include all non-supervisory Public Safety Officers (below the rank of Sergeant), sworn and civilian, but excluding all supervisory Public Safety Officers and all clerical personnel.

The CITY shall not for any reason hire seasonal, temporary or part-time employees if the result thereof would be to deny full-time employees their biweekly eighty-four (84) hour work schedule. Temporary, seasonal and part-time employees will not be used during the time of layoff of members of the bargaining unit or while members of the bargaining unit are working reduced hours, unless those employees on layoff have been offered employment and it was refused. Seasonal, temporary and part-time employees shall not fall under the jurisdiction of this Agreement.

Section 2. Exclusive Bargaining. The CITY agrees not to negotiate for the duration of this Agreement with any other labor organization other than the UNION designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the UNION, if adjustment is not inconsistent with the terms of this Agreement. The UNION has a right to be present at such adjustment and the settlement shall not prevent the UNION from processing similar grievances without such individual settlement establishing any precedent for the settlement of such grievances.

Section 3. Union Security.

A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the UNION, shall become members, or in the alternative, shall, as a condition of employment, pay to the UNION

each month a service fee in an amount equal to the regular monthly UNION membership dues uniformly required of employees of the CITY who are members.

B. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required, as a condition of continued employment, to either become members of the UNION or cause to be paid to the UNION, a service fee equivalent to the amount of regular dues uniformly required of all members upon the completion of orientation period.

C. Employees who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership or the service fee referred to above shall be deemed to meet the condition of this Section.

D. The UNION agrees that it will make membership in the UNION available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the UNION.

E. In the event that the UNION refuses to accept any person so hired as a member, said person may continue in employment.

F. If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

Section 4. Dues Check-Off.

A. The CITY agrees to deduct UNION initiation fees and periodic membership dues levied by the UNION in accordance with its Constitution and By-Laws, or the alternative service fee, from the pay of an employee who has signed and delivered to the CITY a written authorization for such deduction on the standard form used by the UNION.

1. The UNION shall furnish and deliver to the CITY, the authorization forms provided for above, which forms shall comply with the requirements of any State or Federal law applicable hereto.

2. Any authorization form that is incomplete or in error will be returned to the UNION, and no check-off shall be made by the CITY until such deficiency is corrected.

3. Any dispute as to whether or not an employee properly executed or properly revoked a check-off authorization form shall be reviewed between representatives of the CITY and the UNION. Should this review not satisfactorily

dispose of the matter, it may be referred, by the UNION or the CITY, to Step Two of the grievance procedure hereinafter provided.

4. The check-off forms will be signed and otherwise completed outside regular working hours.

B. A monthly check-off deduction for each employee who has authorized such a deduction will be withheld from each such employee's check if he has sufficient net pay to cover his obligations to the UNION for that month (as defined in Section 3 above).

1. The check-off shall cover only such amounts due by the employee to the UNION for the month in which the check-off is made.

2. If a deduction is made by the CITY that duplicates a payment already made direct to the UNION by an employee, or if a deduction is made which is not in conformity with the UNION Constitution and/or By-Laws, the refund to the employee will be made by the UNION.

C. All sums deducted pursuant to the provisions of this Article shall be remitted to the UNION at the end of each calendar month along with a listing of deductions by employee.

1. Together with its remittance, the CITY shall submit a list of the employees for whom deductions have been made and the amount of each such deduction per employee.

2. If the UNION does not give the CITY written notice within thirty (30) days of receipt of a remittance, that any discrepancy exists between such remittance and the remittance shown due by the UNION's records, then the CITY's remittance shall be deemed correct.

D. The UNION agrees to defend, indemnify and save the CITY harmless against any and all claims, suits, or other forms of liability of any nature arising out of its deduction from an employee's pay of UNION dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The UNION assumes full responsibility for the disposition of the deductions so made once they have been deposited with the UNION.

Section 5. UNION Activity. The UNION agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in UNION activity during working hours without the expressed consent of the Chief of Public Safety. Permission to attend union meetings in the City of Albion shall not be unreasonably denied.

Section 6. Union Stewards and the Union Committee. The CITY agrees to recognize a Union Committee consisting of two stewards and the UNION Chief Steward and such representatives of the State Organization as the UNION deems necessary. The CITY agrees to meet with two (2) representatives of the Bargaining Unit for the purpose of collective bargaining, and with all or a portion of the stewards for the purpose of processing grievances, as set forth in this Agreement. Employees engaged in such meetings shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours, provided that such meeting has been scheduled by the UNION and the CITY and the Department Head has given such employees permission to leave their work station.

In addition to the stewards set forth above, alternate stewards may be selected to serve only when a regular steward is absent. The president of the UNION shall be considered the chief steward.

The UNION shall keep the City Manager currently advised, in writing, of the stewards and alternate stewards and the departments for which they serve as stewards. Only such duly certified stewards shall be recognized by the CITY as representatives of the local UNION.

Section 7. Bulletin Boards. The CITY agrees to provide a bulletin board in the Department for the sole use of the UNION to post notices of its meetings, elections, and recreational or entertainment activities. Such notices shall contain nothing of a political or defamatory nature.

ARTICLE III MANAGEMENT RIGHTS

Section 1. Recognition. The UNION recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the CITY and its employees are vested solely and exclusively in the CITY. The CITY shall have the right to discharge and discipline employees with just cause. The CITY, in the course of its exercise of the right to manage the affairs of the CITY may, from time to time, make reasonable rules and regulations or issue general orders not in conflict with this Agreement.

Section 2. Rules, Regulations and General Orders. The CITY agrees under normal circumstances to notify the UNION of any new or amended rules and regulations or general orders prior to their general issuance and upon request to discuss the matter with the UNION prior to general issuance thereof. If the UNION believes such new or amended rule and regulation or general order to be unreasonable, it may file a grievance, provided that such grievance is filed in a timely manner as set forth in Step One of the grievance procedure. The grievance shall be denied unless the UNION demonstrates by a preponderance of evidence that the new or amended rule and regulation or general order is unreasonable.

Section 3. Management Prerogatives. Nothing contained herein shall be considered to deny or restrict the CITY of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the CITY.

Section 4. Management Operations. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of CITY policy, the operations of the CITY and the direction of the employees are vested exclusively in the City Manager or the designated representatives when so delegated by the City Manager.

ARTICLE IV
NO STRIKE CLAUSE

During the life of this Agreement, the UNION shall not cause, authorize, sanction or condone, nor shall any member of the UNION take part in any strike, sit down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time or restriction of work. The CITY agrees that it will not lock out the employees.

The UNION agrees that it (and its members) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, restrictions of work or interference with the operations of the CITY by notifying the employees and the public in writing that it disavows these acts. The UNION further agrees that the CITY shall have the right to discipline (including discharge) any or all employees who violate this Article, and such discipline shall not be subject to the Grievance Procedure. The only issue subject to the Grievance Procedure is whether or not an employee participated or engaged in such prohibited conduct.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1. Definitions.

A. Grievance – A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of a specific provision or provisions of this Agreement, Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and its shall adequately set forth the facts pertaining to such alleged violations. It shall be void if it fails in one of the foregoing respects. If an error occurs in the drafting of a grievance, the steward will be given an opportunity until the end of the next working day to resubmit a corrected grievance.

B. Working Day – when references are made in this contract to time periods, it shall mean a working day which shall be Monday – Friday, 8 a.m. to 5 p.m., except holidays.

Section 2. Verbal Procedure. An employee may first discuss a grievance with his immediate supervisor, or other officers in the chain of command and he may request to have his steward present, in which event the Supervisor shall arrange a time and place and/or arrange for the alternate steward to be present if the regular steward is absent.

If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the fifth (5th) working day following the last day of discussion of the grievance. The settlement shall be signed by the Department Head and a copy of the settlement shall be given to the employee and to the appropriate steward.

If the grievance is denied, it must be continued according to the written procedure set forth in Section 3 et seq. If the issue is unsettled, then the supervisor shall make a written note of the verbal discussion, which both parties shall sign and a copy be given to the grievant/union.

Section 3. Written Procedure.

Step One. If the grievance is not settled through the verbal procedure in section 2, it shall be reduced to writing in accordance with Section 1 above, shall state the date it was denied by the Supervisor in the verbal procedure, shall be signed by the employee and his steward, and presented to the employee's Department Head, provided that such must be done no later than the end of the fifth (5th) working day following denial of the grievance in the verbal procedure, failing which it shall be deemed permanently settled on the basis of the previous step.

The Department Head shall render his written disposition of any grievance so filed, no later than the end of the fifth (5th) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's steward; or, in the regular steward's absence to his alternate, who shall endorse the Department Head's copy to indicate receipt and date thereof by the UNION of such disposition.

Step Two. If the grievance disposition given in Step One is not considered satisfactory, the grievance may be filed in Step Two by the Local UNION Chief Steward, who shall submit it to the City Manager. If the grievance is not so submitted in Step

Two by the end of the fifth (5th) working day following its disposition in Step One, it shall be deemed permanently settled on the basis of the previous step.

As promptly as possible after filing of a grievance in Step Two, but no later than ten (10) working days after it is so filed, a meeting shall be held by the City Manager or his designated representative (who may have present the Department Head involved) and the Local UNION Chief Steward (who may have present the UNION's Business Representative).

After this meeting, written disposition of the grievance shall be given by the City Manager to the Local UNION Chief Steward no later than the end of the tenth (10th) working day following such meeting.

Step Three. If the grievance disposition submitted to the UNION in Step Two is unsatisfactory, and the UNION desires to go to arbitration, it may do so provided it makes a written request to the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators from which one may be chosen in accordance with their rules, and such written request is submitted within twenty (20) working days after receipt of the Step Two answer and the following rules shall apply.

1. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
2. The arbitrator shall not add to, detract from, ignore or change any of the terms of this Agreement.
3. Either party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require or find useful to weigh the merits of the contentions of the parties, provided, however, that such facts or material must have been discussed at some point in the grievance procedure preceding this step.
4. It shall be the responsibility of the arbitrator to render a decision within thirty (30) calendar days of the closing of the case.
5. The charges of the arbitrator for his fee and expense shall be shared equally by the CITY and the UNION.
6. The expenses and fees of witnesses and representatives appearing on behalf of either party shall be borne by the party for whom they appear.

7. The arbitrator's decision shall be final and binding upon the parties.

8. A copy of the request for arbitration shall be forwarded to the City Manager at the time of the filing for the request to the Federal Arbitration Commission.

Section 4. Grievance Procedure – General. It is understood and agreed that any grievance settlement arrived at hereunder, between the CITY and the UNION, is binding upon both parties and cannot be changed by any individual employee.

If the CITY's representative in Step One or in Step Two fails to answer a grievance within any time limit set forth herein, the grievance shall be automatically advanced to the next step.

For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a representative (or representatives) of the CITY, a steward (in his capacity as such) shall be paid at his regular straight-time rate for those hours during which he would otherwise have been at work for the CITY. Such investigation or discussion shall be performed without undue loss of working time. Paid time of over four (4) hours for investigating a grievance must be pre-approved by the City Manager or his designee. In no event shall any such UNION representative leave his work for such purpose before first notifying his Department Head or turning his work over to a replacement who shall be provided by the Department Head as promptly as is practical under the circumstances.

It is agreed that any grievance must be filed as soon as it is known to exist or might reasonably have been known to exist, but not later than five (5) working days after the occurrence of the event upon which it is based, and that, in any event, no grievance claim be valid for a period prior to the date such claim was first filed in writing in accordance with the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received from him from employment, self-employment, workers' compensation or unemployment compensation.

ARTICLE VI DISCIPLINE DISCHARGE

Section 1. City Rights. A representative of the CITY may discipline an employee for just cause, or suspend an employee pending an investigation to determine whether disciplinary action may be warranted and, if so, the extent of the disciplinary action. The Rules of Conduct contained in the City of Albion Personnel Manual shall serve as a guideline concerning the types of employee behavior that is unacceptable. However, under no circumstances shall discipline be issued to the employee after (30) thirty calendar days from the date the incident is reported to a Sergeant, Lieutenant, Chief of Public Safety or the City Manager, or if any listed herein has knowledge of the date of the incident. The City Manager will be involved in any disciplinary action resulting in suspension or termination.

Section 2. Just Cause. After completion of the orientation period, no employee shall be suspended or discharged without just cause.

Section 3. Grievance Rights. In the event an employee in the Bargaining Unit is suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, such suspension or discharge shall constitute a case arising under the grievance procedure at Step Two.

Section 4. Reinstatement. If it is decided that the employee was unjustly suspended or discharged, the CITY shall reinstate and pay whatever compensation to the employee as is decided to be fair under the grievance procedure. Said compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension.

Section 5. Personnel File. The employee shall have the right to review his attendance record and the record of disciplinary action in his personnel file at any reasonable time. The employee shall be furnished a copy of any new entry of disciplinary action and shall be given the opportunity to initial or sign such entry before its introduction into his file.

Section 6. Union Representation. If an employee is under consideration of, or is to be disciplined, the Supervisor will inform the employee and his designated steward

of this and offer the employee the opportunity to have a steward present during the meeting. If the employee refuses a steward, he will so state in a signed, written statement, a copy of which shall be submitted to the appropriate steward. In such case, the CITY agrees to inform the employee's steward of the outcome in writing. The employer agrees any discipline or investigation of possible discipline shall be conducted in a confidential manner so as not to expose the employee to other employees or the general public except for the UNION Representative.

ARTICLE VII SENIORITY

Section 1. Seniority Defined.

A. City Seniority is defined as an employee's length of continuous, full-time employment with the City since his last date of hire, where the employee has successfully completed his orientation period as hereinafter provided. "Last Date of Hire" means the date upon which an employee first reported as a full-time permanent employee since which he has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leave, or for layoffs due to lack of work or funds.

B. Bargaining Unit Seniority is defined as an employee's length of continuous, full-time employment within the Bargaining Unit since his last date of hire within the Bargaining Unit, where the employee has successfully completed his orientation period as hereinafter provided. "Last Date of Hire" means the date upon which an employee first reported as a full-time permanent employee in the Bargaining Unit since which he has not quit, retired or been discharged. No time shall be deducted from an employee's Bargaining Unit seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leave or for layoffs due to lack of work or funds that occurred while the employee was a Bargaining Unit member.

C. Rank Seniority is defined as an employee's length of continuous service in a rank commencing from the date of the employee's service in each rank and shall include the period of time occupying an equal or higher rank.

D. Leaves of absence without pay in excess of ninety (90) calendar days shall cause the employee's seniority to be frozen at that point in time.

Section 2. Orientation Period. All new employees shall be orientation employees until they have actually worked for the CITY for twelve (12) consecutive calendar months of continuous employment. The purpose of the orientation period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes, which qualify him for regular full-time employee status. During the orientation period, the employee has no seniority status and may be terminated at the sole discretion of the CITY without regard to his relative length of service, and without recourse to the grievance procedure. During this period, the employee shall be evaluated and counseled twice, once after six (6) months and again after twelve (12) months. After the probationary employee has completed his 12 months of orientation, the CITY shall have an additional 30 calendar days to complete the final evaluation of the probationary employee and make a determination as to whether or not the probationary employee will be granted regular employee status. If the probationary employee is granted regular employee status, then his/her name shall be added to the seniority list as of his/her last date of hire.

Orientation employees, in accordance with CITY policy, are entitled to health and life insurance benefits, subject to the terms of the insurance carriers. An orientation employee shall receive credits toward his vacation and longevity pay during his orientation period, which vest only upon the successful completion of said orientation period. Orientation employees are eligible to receive holiday pay.

The CITY has no obligation to reemploy an employee who is laid off or discharged during his orientation period.

Section 3, Seniority List. The employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each year. It will include the names of all employees compete with their last hiring date, and the date of entry into each classification, starting with the senior employees at the top of

the list. The CITY shall furnish a copy of the seniority list to the UNION when it is published. Employees who are employed on the same date shall be placed on a seniority roster in alphabetical order of surname.

Section 4. Job Transfer. If an employee is transferred to a position with the CITY which is not included in the Bargaining Unit covered hereby and he is thereafter transferred again to a position within such Bargaining Unit, they are deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

Section 5. Loss of Seniority. An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list, in the event the employee is:

- A. Discharged for just cause; or
- B. Retires under the CITY's retirement plan; or
- C. Quits; or
- D. Is laid off and the recall periods noted below have expired:
 - Completion of 1-5 years: 1 year recall rights
 - Completion of 5 years or more: 2 years recall rights
- E. Is on sick leave of absence for a period of one (1) year unless, prior to the expiration of such one (1) year period the employee shall have applied for and have been granted an extension of his sick leave (or, thereafter, an even further extension) in which case he shall not lose seniority until the expiration of his last extension of leave or a total of two (2) years on sick leave, whichever shall first occur; or
- F. Accepts employment elsewhere while on leave of absence (other than military service or UNION business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or
- G. Fails to report for work at his designated starting time on his first work day after expiration of leave of absence, unless the employee has a valid excuse, acceptable to management, for such absence; or

H. Fails to report for work upon being recalled from a layoff within three (3) working days after her is notified to do so by certified or registered mail sent to his address on record with the CITY; or

I. Absence from work without permission, for three (3) successive scheduled workdays.

ARTICLE VIII LAYOFF AND RECALL

Section 1. Layoff. Employees shall be laid off according to the following procedures.

A. Probationary employees within the affected classification within the Public Safety Department will be laid off first. The term “classification” means Public Safety Officers.

B. Thereafter, employees within the classification within Public Safety Department will be laid off according to their seniority within said classification.

C. It is understood and agreed that the CITY has the sole right to select the classification(s) in which the layoff will take place.

D. Employees with seniority shall not be laid off while probationary employees or temporary employees are still actively employed in the Public Safety Department.

Section 2. Recall. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work, as determined by the CITY.

ARTICLE IX PROMOTION AND ASSIGNMENT

Section 1. Promotion to Higher Rank. When an employee is promoted to a higher paying rank (position) within the Public Safety Department, he shall be on job probation in the rank to which he was promoted for a period of six (6) months. The

purpose of the job probation is to give the CITY an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom at any time he is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall be returned to the last previous rank he had permanently occupied.

Section 2. Job Posting.

A. A Public Safety Officer position within the Bargaining Unit will be considered vacant when an employee is transferred or promoted to another position, or quits, or is discharged for cause, retires or dies. If the CITY determines that the position is to be filled, the CITY shall advertise the position and post the job opening within the unit. Such notice shall contain the department in which the vacancy occurs, the job description and wage rate. Should the CITY determine that the vacant position is not to be filled, then the UNION shall be so notified.

B. A Sergeants position within the Public Safety Department will be considered vacant when an employee is transferred or promoted to another position, or quits, or is discharged for cause, retires or dies. If the CITY determines that the position is to be filled, the CITY will follow the promotional procedure in Appendix B. Should the CITY determine that the vacant position is not to be filled, then the UNION shall be so notified.

Section 3. Job Performance. At the end of the six (6) month probationary period, a written performance evaluation will be completed, within 30 days after the completion of the 6 month probationary period, by the Supervisor designated by the Chief of Public Safety for all newly transferred employees. This performance evaluation shall detail the employee's performance in the new position. The evaluation shall include the Supervisor's recommendations concerning the new employee's potential for satisfactory performance in the new position. An unsatisfactory evaluation may cause the employee to be returned to his former job.

Section 4. Temporary/Part-Time Employees and Volunteers.

A. The CITY may use volunteer workers provided at limited or no cost to the CITY. The CITY may assign college interns, volunteers or community service workers

to various tasks for limited periods of time for a specific project, provided, however, that any said persons not covered by this Agreement shall not cause a reduction in the normal work schedule of Bargaining Unit employees.

B. Any change in status from full to part-time, or temporary to permanent, or vice versa, must be approved in writing by the City Manager.

Section 5. Temporary Job Assignment. The CITY has the right to temporarily assign employees from one job classification to another to cover for employees who are absent from work (for the duration of such absence) due to illness, accident, vacation, or leaves of absence. The CITY shall also have the right to temporarily assign employees to fill jobs or temporary vacancies or take care of unusual conditions or situations, which may arise for a period of not to exceed ninety (90) days. It is understood and agreed that an employee temporarily assigned in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily assigned.

It is further understood and agreed that any employee who is temporarily assigned under the provisions of this section and works eight (8) or more hours on the job shall receive the rate of pay for the job to which he is assigned or his regular rate of pay, whichever is higher, for the time spent on said job each time he is assigned thereto and all hours thereafter until he is removed from said job. The CITY agrees not to abuse this provision for the purpose of avoiding the payment of the higher rate of pay. No employee shall assume responsibilities unless assigned thereto by their Department Head or by the City Manager.

Section 6. Training – New Technologies, Equipment and/or Procedures. The CITY shall provide a reasonable level of training to each incumbent employee in a covered position to enable him to adequately utilize any new technology, equipment or procedures incorporated into said incumbent employee's position requirements. Such training shall not include basic skills, such as reading, writing, math or driving. In no case shall an incumbent be reduced in pay from his existing level of compensation due to inability to satisfactorily complete offered training.

**ARTICLE X
HOURS AND WORK SCHEDULE**

Section 1. The Regular Work Week.

A. 8-Hour Work Schedule:

The regular work week of employees covered hereby shall be forty-two (42) hours, which occur between 12:01 a.m. on Sunday and 12:00 midnight the following Saturday. This schedule results in eighty-four (84) hours in the normal two week pay period and matches the hours of employees on the 12-Hour Work Schedule.

Nothing contained herein shall be construed to constitute or guarantee eight (8) hours of work or pay per day, or forty-two (42) hours of work or pay per week.

B. 12-Hour Work Schedule:

Members assigned to the Patrol Division shall work a 12-hour shift schedule. On the 12-hour shift schedule, shift hours shall be 0700 hours to 1900 hours and 1900 hours to 0700 hours. Employees may bid for a shift by seniority. Employees who work 12-hour shifts shall work eight-four (84) hours per pay period, which will be paid at the straight time rate.

It is understood that the Department shall determine the number of employees in each classification to be assigned to each shift. Shift selection will be based on seniority within each classification.

12-Hour Work Schedule

	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
Platoon 1			W	W			W	W	W			W	W	
Platoon 2	W	W			W	W				W	W			W
Platoon 3			W	W			W	W	W			W	W	
Platoon 4	W	W			W	W				W	W			W

Hours:

DAYS: 7 a.m. – 7 p.m. (Platoons 1 and 2)

NIGHTS: 7 p.m. – 7 a.m. (Platoons 3 and 4)

*****The Schedule Continues to Cycle Every 14 Days*****

Nothing contained herein shall be construed to constitute or guarantee twelve (12) hours of work or pay per day or eighty-four (84) hours of work or pay per two-week pay period.

C. The normal shift schedule will be posted fifteen (15) calendar days in advance of its effective date. The CITY will make a good faith effort to give the employee three (3) calendar days of advance notice of any changes.

D. The CITY reserves the right to make changes in the work week and shift schedules as may be required to meet the needs of the Public Safety Department. Prior to implementation of any change in the existing procedure, the Chief shall schedule a special meeting to discuss the proposed changes. Said meeting shall be held at least two (2) weeks in advance of any proposed change in the work or shift schedule.

Section 2. Break Periods. Because of the nature of the work in the Public Safety Department, it may be impossible or impractical for employees to take their paid lunch period or their paid break period until the urgent or critical aspect of the job then being performed has been completed. Under those circumstances, an employee's Supervisor has the right to determine when a break period may be taken. The CITY will make reasonable accommodations of employee's break requests.

Section 3. Overtime.

A. 8-Hour Work Schedule:

Employees who work the 8-Hour Work Schedule shall receive time and one-half (1 ½) rate of pay for all time worked over eight and one-half (8 ½) hours per day and over eighty-four (84) hours per pay period.

B. 12-Hour Work Schedule:

Employees who work the twelve (12) hour shift shall receive time and one-half (1 ½) rate of their pay for all time worked over twelve (12) hours per day and over eighty-four (84) hours per pay period.

C. Bargaining Unit employees shall have their hourly wage calculated by dividing their annual base wage by two thousand one-hundred eighty four (2,184) hours.

D. Bargaining unit employees cannot be required to work more than sixteen (16) hours in a twenty-four (24) hour period. Except in emergency situations, an employee who has worked sixteen (16) hours shall have an eight (8) hour break before beginning another work shift.

E. When outside of the employee's regular work schedule and as a result of performing his duties as a police officer, an employee is subpoenaed to make a court appearance, required to report to work for the purpose of signing or obtaining a complaint or warrant, attend department meetings, or for the purpose of meeting with prosecuting officials, or scheduled for the purpose of attending a training session, such employee shall receive payment at one and one-half (1 ½) times his regular straight time hourly rate for all hours necessarily spent completing such assignments, excluding any travel time. The minimum payment for such duty performed shall be two (2) hours at time and one-half the employee's regular straight time hourly rate. All subpoena fees shall be assigned to the CITY.

F. Any officer who voluntarily attends a training session outside of the City shall not receive any additional pay over and above his regular salary. All such training shall be scheduled as a regular duty day. Should an officer be scheduled to attend a training session on an off-day, then he shall be compensated at time and one-half (1 ½). No additional compensation shall be paid for any travel time. A departmental vehicle will be provided for officers attending out of town training sessions or, if not available, then personnel will be reimbursed in accordance with the CITY's personnel policy.

G. The CITY agrees to pay an employee for a minimum of two (2) hours at one and one-half (1 ½) times the employee's rate of pay if the officer is required to report for duty at a time other than that for which he has been regularly scheduled by the Public Safety Department.

H. Overtime of less than fifteen (15) minutes in any one day is not included in determining the total hours worked.

I. Compensatory time shall be granted upon the mutual agreement of the employee and the CITY and will be computed at one and one-half (1 ½) hours of compensatory time off for each one (1) hour of overtime worked to a maximum of eighty-four (84) hours of accumulated compensatory time.

Except for grant or contract programs that are reimbursed on an actual expense basis, an employee may elect to be paid the overtime premium or receive compensatory time for the overtime worked. An employee may schedule and use a maximum of eighty-four (84) hours of compensatory time off per calendar year. An employee may request City approval to use additional compensatory time over the initial eighty-four (84) hours, however said approval shall be at the discretion of the City and generally will be approved if it results in additional overtime cost to the City. If an employee wishes to protect the compensatory time he/she uses in conjunction with his/her vacation time, then he/she shall not use more than a fifty-fifty split between vacation time and compensatory time off and vacation time shall always be the equal or majority of the time used. An employee may carry over at the end of the fiscal year (December 31st) a maximum of one hundred sixty-eight (168) hours of compensatory time. All accrued compensatory time in excess of 168 hours on December 31st shall be paid out to the employee at his or her current hourly rate on the 2nd paycheck in January each year following the end of the previous fiscal year. (Note: Lump sum payout of compensatory time upon retirement shall not be included in the FAC.)

An employee shall elect to be paid the overtime premium or receive compensatory time off at the time the overtime hours are actually worked. Compensatory time may be converted to cash only on separation from employment with the CITY or upon death of the employee, in which case the widow or estate of the employee shall be paid all accrued time. Compensatory leave must be taken with prior approval of the employee's Supervisor. Such approval shall not be unreasonably withheld.

Section 4. Overtime Work Requirement. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime, either scheduled or emergency call-in. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstance.

Section 5. Light Duty. When officers are off work as a result of a medical condition or injury (duty or non-duty related), the City will consider placing the officer on light duty under the following conditions:

- A. A written authorization is provided by the officer's treating physician detailing the restrictions under which the officer may perform light duty.
- B. The Department of Public Safety **is not** in the position of having to cover the officer's normal shift with on-going overtime.
- C. There has been a determination by the Chief of Public Safety that there exists reasonable and productive work that can be performed in a light duty setting.
- D. The officer in question has the skills and ability to perform the required work.

The final decision on light duty work shall be made by the CITY on a case by case basis in regards to the above conditions at the time. In most cases there is valid benefit to the CITY in providing the opportunity for light duty. However, the CITY needs to be able to make this decision based on the specific conditions at the time. The CITY also needs to have the ability to end the light duty if needed.

Section 6. Physical Fitness Activity Break Period. Employees allowed up to one (1) hour of on-duty time for physical fitness activity per shift. Because of the nature of the work in the Public Safety Department, are on-call during this time. It may be impossible or impractical for employees to take their paid physical fitness activity period until the urgent or critical aspect of the job then being performed has been completed. Under those circumstances, an employee's Supervisor has the right to determine when a physical fitness activity break period may be taken. The CITY will make reasonable accommodations of employee's physical fitness activity break requests.

ARTICLE XI
WAGES

Section 1. Wages. The Wage Plan and position classifications are contained in Appendix A of this contract. Wage changes are as follows:

Effective January 3, 2016 – 2.0% increase to each step of each position.

Effective January 1, 2017 – 2.0% increase to each step of each position.

Section 2. Work Requirement. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required to render a fair day's work for the CITY.

Section 3. Pay Period. The normal pay period commences at 12:01 a.m. on Sunday of each payroll period. Employees will be paid on a bi-weekly pay period basis. (Also see Appendix E)

ARTICLE XII
FRINGE BENEFITS

Section 1. Longevity Benefit. Employees who, on or before the first day of December of each calendar year have completed a minimum of five (5) years of continuous service with the CITY, and who, as of the first day of December, are still employed by the CITY, shall qualify for a lump sum longevity payment in December of that year. Such payment shall be computed on the schedule set forth based upon each full year of continuous service completed on or before the first day of December in the calendar year in which the payment is made:

After 5 years, but less than 11 years	\$400
After 11 years, but less than 17 years	\$700
After 17 years but less than 23 years	\$1,050
After 23 years or more	\$1,400

A. Employees who have qualified for longevity pay shall upon retirement receive a pro rata share of their annual longevity pay as of the effective date of retirement for the year in which they retire. The pro rata share will be equal to the fraction of the year during which they were employed prior to retirement.

Section 2. Retirement.

A. Act 345 Plan – Public Safety Officers

1. All Public Safety Officers (PSOs) who are eligible to be covered by the benefits of Act 345, Public Acts of 1937 amended, shall receive all of the mandatory benefits of that legislation. For employees who retire on, or after, October 1, 1976, the Regular, Straight Life Pension shall equal two and six tenths (2.6%) percent of his Final Average Compensation (FAC) multiplied by the first twenty-five (25) years of service credited to him plus one (1%) percent of his Final Average Compensation multiplied by the number of years and fractions of a year of service rendered by him which are in excess of twenty-five (25) years. For employees who retire after January 1, 2008, the Regular, Straight Life Pension shall equal two and sixty-five (2.65%) percent of his/her average compensation (FAC) multiplied by the number of years and fractions of a year of service credited to him/her. The FAC is defined as the highest thirty-six (36) consecutive months out of the last sixty (60) months of service which produce the highest annual average compensation. Final Average Compensation will include base wages, overtime and longevity exclusively. Lump sum vacation and sick leave payments and clothing allowances are not included in FAC.

2. The employees contribution to the retirement system shall be four (4%) percent of his compensation. Compensation will include base wages, overtime and longevity exclusively. Lump sum vacation and sick leave payments and clothing allowances are not considered compensation for figuring the four (4%) percent employee contribution to the pension program. Half (2%) of the four (4%) percent contribution shall be restricted to a new health care fund within the pension plan to be used to fund health care for retirees. The fund shall only be utilized to pay retiree health care costs when excess annual earnings from the pension fund do not occur, or are insufficient to pay eligible retiree health care costs.

No funds so restricted may be utilized for any purpose other than retiree health care. Within ninety (90) days after completion of the actuarial report for the previous fiscal year, the CITY and the UNION will review the status of this health care fund and decide if any changes are needed.

At no time that the 2% is placed in to the health care reserve shall it be eligible for refund to any terminating employee, unless the employee has five (5) years of service or is laid off by the City, but shall remain part of the health care reserve.

- (a) All employees who are hired on or after 01/01/2013 shall make a contribution of (4%) four percent of his compensation. Compensation will include base wages, overtime exclusively. Lump sum vacation and sick leave payments and clothing allowances are not considered compensation for figuring the (4%) four percent contribution to the pension the pension program. Half (2%) two percent of the above (4%) four percent contribution shall be restricted to a new health care fund within the pension plan to be used to fund health care for retirees. The fund shall only be utilized to pay retiree health care cost when excess annual earning from the pension fund do not occur, or are insufficient to pay eligible retiree health care cost. Refer to Article XII Sec 2(B) Retiree Health Insurance Subsect. 1 for Retiree Health Insurance funding payments.
- (b) No funds so restricted may be utilized for any purpose other than retiree health care. Within (90) ninety days after completion of the actuarial report for the previous fiscal year the CITY and the Union will review the status of this health care fund and decide if any changes are needed.
- (c) At no time that the (2%) two percent into the health care reserve shall it be eligible for refund to any terminating employee, unless the employee has (5) five years of service or is laid off by the CITY, but shall remain part of the health care reserve.

3. Effective January 1, 2000, Section 6(1)(a) of Act 345, being MCLA 38.556(1)(a), shall be applied without the requirement of the attainment of any age. The service requirement of twenty-five (25) years shall be applicable.

B. Retiree Health Insurance.

1. Act 345 Plan – Public Safety Officers

The CITY or the CITY's Act 345 Retirement Plan will contribute the sum determined under (b) below toward the cost of CITY provided retiree health insurance for an eligible retiree as defined in (a) below and their dependents.

(a) An eligible retiree is a retiree who satisfies all the following requirements:

1) The retiree has retired and is receiving benefits under the CITY's Act 345 retirement system and is immediately eligible to receive City health insurance benefits;

2) The retiree has 25 years of service, but is less than the age of eligibility for Medicare; CITY contributions will not be made on behalf of any retiree after he is the age of eligibility for Medicare;

3) The retiree is not receiving, nor is eligible to be covered under, health insurance from another employer or other source. Certification of this is required annually and failure to identify other coverage or eligibility will result in recapture of ineligible payments from pension payments due the retiree. In order to avoid duplicate coverage, the eligible retiree will sign a disclaimer on the form provided before any premiums are paid by the CITY. The retiree shall cease to be eligible for the benefits of this section during such periods of time that the retiree is covered under another health insurance program.

4) No retiree shall be eligible for any cash premium supplement if covered or eligible under other group coverage. Failure to disclose eligibility, or other coverage, shall cause any ineligible payments to be subtracted from pension checks. Annual certification by the retiree of no other eligibility or qualified coverages shall be required.

(b) The monthly contribution shall be as indicated below if the conditions listed below are satisfied.

(c)

Monthly Contribution		
<i>Years of Service</i>	<i>Two Person Coverage</i>	<i>Single Coverage Retiree and/or Survivor</i>
20-25 years	\$450	\$375
25+ years	\$500	\$400

Conditions:

1) The provisions of P.A. 1966 No. 28, being MCLA 38.571 and .572 (the "Act") are in full force and effect and permit the use of interest earned on a reserve fund of the CITY's Act 345 retirement system to be used to pay health insurance premiums for retirees under the system.

2) The Board of the CITY's Act 345 retirement system has determined that sufficient monies in the system are available under the Act and Article 9, Section 24 of the Michigan Constitution of 1963, to permit the payment of the monthly amount and the Board has affirmatively voted to authorize such payments. The determination shall be made on a year-to-year basis and shall in no event create a liability for the system.

3) Eligible retirees receiving CITY health contributions under this section shall be allowed to continue with the CITY's health insurance plan at their own cost (to the extent that the full premium is not covered by the CITY's contribution until the retiree has reached the Medicare eligibility age). To continue such coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment for said premium.

4) The retiree must apply for Medicare (or any other government sponsored health insurance program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored health insurance program).

5) Any funds established by the CITY to provide this benefit shall be vested solely in the CITY and no employee or eligible retiree shall be considered to have any proprietary interest in such funds. In the event any such funds

are established or other funding sources identified or become available, regardless of the means, any such funds established for the purpose of providing medical coverage upon retirement shall belong exclusively and entirely to the CITY.

6) Eligibility, coverage and benefits from the above insurance plans are subject to the terms and conditions contained in the contracts between the CITY and the carrier, including any waiting period or other time limits. Any rebates or refunds on premiums paid by the CITY accrue to the CITY. The CITY may select the carrier and from time to time change carriers or become self-insured, or cease to provide insurance if the CITY ceases any employer provided health insurance policy. In such case, the CITY shall pay directly to the eligible employee the dollar amount being paid per the above formula. If a national or State health plan is mandated and the CITY is required to cover the cost of said program, then there will be no payment to the retiree by the CITY.

7) Eligible retirees will have the option of receiving additional coverage (which is provided by the City to active employees) if permitted by carriers and/or federal or state law at the retiree's cost in addition to the coverage provided for in this section. The additional premium cost shall be the obligation of the retiree. To be eligible for such additional coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment date for said premium.

(d) Permanent Benefit Change. Public Safety Officers retiring on a duty disability pension shall receive \$450 health care premium coverage, or, if single and no minor dependents, single coverage cost up to the \$375 cap, whichever is less. In no case shall the premium supplement be more than the actual coverage purchase either through the employer's group plans, or a spouse's group plan.

C. Purchase Service Pistol Upon Retirement. A member who has achieved the conditions required for normal retirement as defined by the Act 345 Plan, and who has retired in good standing with the Employer, shall be offered the option to purchase their service weapon from the City of Albion at the time of their retirement, at the cost of Twenty-Five (\$25.00) Dollars to be paid by the employee.

Section 3. Medical Insurance.

A. The CITY agrees, for the life of the Agreement, to maintain a substantially equivalent level of group hospital, medical, surgical, prescription and dental insurance benefits in effect for its permanent full-time employees with an insurance carrier or carriers authorized to transact business in the State of Michigan (see substantive provisions in Appendix C). The effective date for such insurance shall be in accordance with the New Hire Agreement in effect between the CITY and the insurance carrier on the effective date of this Agreement. The CITY will contribute the following amount per month of the total cost (including premium, deductible amount, account fees and taxes) for such insurance coverage for the employee and his dependents.

FISCAL YEAR	EMPLOYER %	EMPLOYEE %
2016 - 2017	90%	10%

The insurance plan will cover spouses and children until age twenty-six (26) as long as the child is qualified under the terms of the insurance program. The insurance plan is provided subject to any changes the carrier makes to the plan during the term of this Agreement.

B. The CITY agrees, for the life of this Agreement, to maintain an equivalent level of group hospital, medical, surgical, prescription and dental insurance benefits for any employee electing a duty disability retirement. The CITY shall provide a monthly contribution towards this medical coverage of \$450 or, if the employee is single with no minor dependents, then single coverage cost up to the \$375 cap, provided:

- No other medical coverage is available (such as spouse's employer provided insurance).
- Coverage would no longer be provided should the employee obtain employment where health insurance coverage is available through the current employer.
- Coverage shall cease upon employee becoming eligible for Medicare coverage.

The CITY shall also provide the availability of medical coverage for the employee's family, however, dependent coverage shall be paid for by the employee. To be eligible for such additional coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment date for said premium.

All terminations of coverage, as noted, shall be subject to applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended.

C. Any funds established by the CITY to provide for medical insurance shall be vested solely in the CITY and no employee shall be considered to have any proprietary interest in such funds. In the event any such funds are established or other funding sources identified or become available, regardless of the means, any such funds established for the purpose of providing medical coverage shall belong exclusively and entirely to the CITY.

D. Eligibility, coverage and benefits under any of the insurance plans are subject to the terms and conditions contained in the contracts between the CITY and the carrier, including any waiting period or other time limits. Any rebates or refunds on premiums paid by the CITY accrue to the CITY. The CITY may select the carrier and from time to time change carriers or become self-insured, or cease to provide insurance if the CITY ceases any employer provided health insurance policy, or a national or State health plan is mandated which covers CITY employees and retirees.

E. In the event of a non-work related injury to an employee with resulting incapacity to work, the CITY will continue to pay the premiums of said insurance either for the period of time equal to such employee's accrued sick leave for a period of three (3) months during said disability, whichever period is greater.

F. The CITY agrees to provide for the continued premium payments of the medical insurance for up to one (1) year from the date of any work-incurred injury with resulting incapacity to work, or until the employee qualifies for a duty disability, whichever comes first.

G. The CITY reserves the right during the term of this Agreement to coordinate the medical coverage provided with any programs or mandates approved at the State or Federal level.

Section 4. Life Insurance. The CITY will provide, at its sole cost, life insurance coverage in the amount of twenty-five thousand (\$25,000) dollars for each employee covered hereby who is eligible therefor under the standard rules of the insurance carrier selected by the CITY.

Employees may, at their options, purchase additional amounts allowed under insurance carrier's program. The CITY will not provide any life insurance coverage at its expense to retirees. Employees will pay the actual cost to purchase additional life insurance coverage and the CITY will not charge any administrative fees for providing this additional insurance coverage.

Section 5. Workers' Compensation. Pursuant to Michigan law, the CITY provides, at its sole expense, workers' compensation insurance coverage for each employee covered hereby.

1. Upon request of the employee, an employee may use accumulated vacation and sick time to supplement the employee's workers' compensation wage loss benefit. If so requested, the employee may supplement the wage loss benefit up to a total of the employee's full paycheck. (A full paycheck means the normal net pay for the employee based on a regular work week with no overtime, on-call pay, etc.) It is understood that relevant taxes and withholdings may be deducted from payment of accrued time. It is also understood that the employee may only use accrued time prospectively, and may not use accrued time for any period of time prior to the employee's request.

2. An employee who is receiving workers' compensation benefits shall continue to accrue vacation and sick time for the first twenty-six (26) weeks (13 pay periods) of workers' compensation leave.

3. After the twenty-six (26) weeks discussed in sub-section 2 above, the employee shall only continue to accrue vacation and sick time if that employee supplements workers' compensation wage loss benefits by using the necessary hours of time from his or her sick, vacation or compensatory time bank per two-week pay

period. (Computation of the necessary hours of time will be determined by dividing the employee's workers' compensation check by his normal hourly rate of pay to determine hours worked and subtracting this amount from the 72 hours of work needed to qualify for vacation and sick time accrual for the pay period.) If the employee has no available banked time, the employee may use accrued vacation time that is not already in his available vacation bank. If the employee does not elect to use time from his available sick, vacation or compensatory bank, or has no accrued time, then he or she will not accrue sick or vacation time for that pay period.

4. Any employee may not accrue vacation or sick time under this section if there is a claim filed with the Michigan workers' compensation agency and/or a dispute as to the employee's eligibility to receive workers' compensation benefits. However, accruals shall be awarded to the employee if there is a final ruling that the employee was entitled to wage loss benefits. In the event that a workers' compensation claim results in a redemption, voluntary payment, or other form of settlement, the employee will not be awarded vacation and/or sick time except as these items are addressed in the settlement agreement.

5. In any event, the accrual of vacation and sick time under the workers' compensation program shall cease once the employee is off of work for one (1) continuous year. Thereafter there will be no accrual of vacation or sick time for the employee until such time as the employee returns to work.

6. As a result of the delay in receiving payment under the workers' compensation program, an employee may want the CITY to continue paying them their normal base wage. The employee then signs over the CITY the workers' compensation check when it comes from the insurance carrier. The CITY then credits back to the employee a number of sick days (vacation days, etc.) in relation to the workers' compensation amount received. Workers' compensation payments are not taxable; however, payments made to an employee against their sick or vacation time is taxable. Therefore, even though the CITY credits back the sick or vacation days to the employee, the CITY is unable to adjust the taxes deducted for the original payments. Obviously, the taxes withheld are reflected on the employee's W-2 at year-end; however, the taxable amount on the W-2 doesn't not reflect the tax-exempt nature of the

workers' compensation payments. If the employee chooses this option for continued payment of wage during a period of time covered by workers' compensation then the employee accepts this tax situation as part of the process.

Section 6. Unemployment Insurance. The CITY agrees to participate in the unemployment compensation program administered by the State of Michigan. Employees of the CITY who are determined by the State Employment Security Commission to be eligible recipients may receive unemployment benefits when terminated from CITY employment.

Section 7. Liability Insurance. Whenever possible, the CITY shall provide a comprehensive Liability Insurance, as provided by a standard policy, in the amount of \$100,000 per person and \$1,000,000 per incident.

Section 8. Opt-Out of Medical Insurance. The City of Albion recognizes that many employees current have dual insurance coverage due to coverage also being provided by a spouse's employer. An employee choosing to cancel his health insurance coverage may do so provided he:

- Obtains proof of insurance through his spouse's policy noting an effective coverage date.
- Sets up an appointment with the Human Resources Coordinator to provide proof of insurance coverage under the spouse's policy and signs the City of Albion's cancellation of insurance form.

An employee may cancel his health insurance during the CITY's open enrollment period announced each year by the CITY. Re-enrollment in the CITY's health care plan shall also be provided for in April during open enrollment should an employee wish to reinstate his insurance coverage.

Other than during the open enrollment period, an employee cannot re-enroll back into the CITY's health care plan except under a qualified life event change as defined by the insurance carrier. A qualified life event change generally includes the following:

- Spouse loses medical coverage
- Death of spouse
- Birth/adoption of a child
- Marriage or divorce

Any employee electing to participate in the Opt-Out plan will be paid \$1,800.00 in two equal installments of \$900.00. The first payment will be made after six (6) months without hospitalization coverage and the second payment after one (1) year without hospitalization coverage.

There will be no partial payments or pro-rata payments for employees who request to get back into CITY hospitalization coverage once they have opted out.

Section 9. Tuition Reimbursement. The CITY will grant tuition reimbursement for continuing education in the amount of one-half (1/2) of the actual cost of individual classes taken, including required books up to a maximum of \$1,000 annually. To be eligible for this reimbursement, an employee must pass the course with a C or better and have received written approval from the Chief of Public Safety and the City Manager prior to taking the course. The only courses eligible for reimbursement shall be those that are job related or core courses that are job related to a degree.

Section 10. Clothing Allowance.

A. All unit employees shall receive \$500 annually, detective division officers shall receive \$600 annually, as a clothing maintenance allowance, payable in semi-annual payments to employees employed during the entire six (6) month period preceding July 1 and January 1.

B. All employees within the unit shall be responsible for the maintenance, cleaning and replacement of all uniforms and uniform accessories described in Appendix D, Sections 1 and 2. Said uniforms and equipment shall be maintained in accordance with Department policy.

C. The Employer will furnish all firefighting gear and will replace firefighting gear damaged on duty. No employee is authorized to wear or use departmental clothing and equipment except in the official performance of their duty.

D. Employees, upon hiring into the department, will receive an initial issue, as described in Appendix D. attached hereto.

Section 11. Educational Incentive. Officers in the classification of Public Safety Officers who have had three years' experience as sworn officers with the CITY, shall be paid an educational bonus for degrees and credits earned in Public Safety related courses. Such incentive bonus shall not be considered when calculating the

employee's regular hourly rate of pay. The amount of education bonus shall be as set forth below:

A. An associate degree or has attained junior class status shall receive a one-time bonus of \$500.

B. A bachelor's degree shall receive a one-time bonus of \$1,000 (\$500 if the employee previously was paid \$500 for an Associate's Degree).

ARTICLE XIII LEAVE TIME

Section 1. Holiday Pay

A. The following days are designated as holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Easter	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day

For the purpose of this section, holidays will be observed as when they are Federally recognized.

B. 12-Hour Shift:

Employees who are regularly scheduled to work on a Federally recognized holiday, shall receive two times (2X) their regular salary for all hours worked and shall be paid an additional eight (8) hours straight time as Holiday pay. Employees not scheduled to work on a day that is celebrated as a holiday shall be paid eight (8) hours at straight time as Holiday pay. Employees not regularly scheduled to work, but who are called in to work on a day celebrated as a holiday shall receive two times (2X) their regular rate of pay for all hours worked on the holiday and shall receive an additional eight (8) hours at straight time as Holiday pay. Employees who call in sick on

a holiday shall receive pay at straight time of their regular rate of pay and the time shall be deducted from their paid time-off/sick leave account.

C. 8-Hour Shift:

Employees working the 8 hour shift will normally take off the day celebrated as the Holiday and receive eight (8) hours pay at their regular straight time rate as Holiday pay. Employees called in to work on a Federally recognized holiday shall receive two times (2X) their regular rate of pay for all hours worked on the holiday and shall receive an additional eight (8) hours at straight time as Holiday pay.

D. If a holiday occurs during an employee's regularly scheduled vacation, such employee shall receive along with his vacation check the Holiday pay referred to above.

E. In order to receive the Holiday pay referred to above, an employee must have actually worked during the period of thirty (30) calendar days preceding the date celebrated as a holiday and must have worked his last scheduled working day before and the day after the day celebrated as a holiday, unless such employee is on an approved vacation or is otherwise excused by the Chief or his designee. It is understood that employees may be required to work on one of the foregoing holidays. An employee who is scheduled to work on a holiday set forth above and does not work said day shall receive no holiday benefit for such day, unless on an approved absence.

Section 2. Vacation Pay.

A. On each anniversary of their seniority date an employee covered hereby shall be eligible for a paid vacation as follows:

SENIORITY	VACATION HOURS EARNED
1-5 years	3.39 hrs. accrual per pay period (max 88 hrs.)
6-14 years	4.93 hrs. accrual per pay period (max 128 hrs.)
15 year or more	6.93 hrs. accrual per pay period (max 180 hrs.)

After the employee has attained seniority status, he/she shall accrue, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include authorized vacation, compensatory time, sick time, workers'

compensation time, funeral leave, etc.) the number of hours indicated in the table above for paid vacation time. If an employee has paid time of less than 72 hours in a pay period, then he/she shall not accrue the allotted vacation hours for that pay period. The vacation hours accrued each year shall be transferred to the employee's current vacation bank on the employee's seniority date each year.

B. Vacation leave shall be granted to covered employees by the Police Chief, and such vacation shall be granted at such times as they least interfere with the efficient operation of the Public Safety Department. Vacations may be coupled with compensatory time off and if the employee is off duty for such purpose shall be considered as being on vacation for the purpose of determining the number of employees that may be off duty during any particular vacation period. If an employee wishes to protect his/her compensatory time used in conjunction with vacation time, he/she shall not use more than a fifty-fifty split between vacation time and compensatory time off and vacation time shall always be the equal or majority of time used. Vacation requests must be made by February 15th, preceding the period requested. Officers who make the request by February 15th shall be granted vacation by rank seniority. Officers in the Detective Division shall select vacation time off on a schedule that is separate from all other employees in the department.

C. If an employee who is otherwise eligible for vacation with pay quits or is discharged without having received the same, such employee shall receive, along with his final paycheck, the unused vacation for which he qualified on his prior anniversary date. Additionally, an employee who voluntarily separates from the CITY's services after giving not less than fourteen (14) calendar days advance notice of such action to the Chief, or who is laid off, shall be paid for vacation accumulated through the last full month of his service from his most recent anniversary date.

D. Payment in lieu of a vacation period will not be made. Normally, vacation time will not accumulate from one year to the next, except for unusual conditions or situations as determined by the City Manager. In such cases, the City Manager may grant carryover vacation time not to exceed two (2) weeks. Vacation time may be used in one-half (1/2) day increments with prior approval from the employee's supervisor.

E. If an employee has at least two (2) weeks before the starting day of their vacation turned into Payroll, a request for vacation pay, approved by the Chief of Public Safety and the City Manager (on the form available from Payroll), the employee will receive their vacation pay before their vacation.

1. Paid Time Off. For employees hired on or after 01/01/2013 vacation and sick time will be combined into Paid Time Off (PTO).
2. Paid Time Off (PTO)

<u>SENIORITY</u>	<u>PTO HOURS EARNED</u>
1 – 5 years	168 hours*
6 – 14 years	208 hours
15 + years	250 hours

(* Begin earning from date of hire and banked. Available after the successful completion of three (3) months.)

PTO when used as vacation must follow seniority and be scheduled per existing/current standards within the POAM contract, City of Albion policy and/or Albion DPS policy.

PTO when used as sick time must be used per existing/current standards within the POAM contract, City of Albion policy and/or Albion DPS policy.

- (a) The CITY will provide to employees hired on or after 01/01/2013 long term disability after successful completion of the new hire probationary period.

3. Other PTO Terms

- (a) Long-term Disability
- (b) Gap Bank – Up to 84 hours per year. Maximum of 480 hours. Once Gap Bank reaches 480 hours, the employee must use all but 84 hours of PTO time or it is forfeited.
- (c) Retirement – Employee may cash out up to 240 hours.
- (d) Credited to PTO Bank – On January 1st of each year. For new hires – PTO is prorated from date of hire and spread over the bi-weekly pay periods, which are banked and then made available after the successful completion of the 3 month probationary period.

Section 3. Military Service Leave. The CITY and the UNION agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes and the Court interpretation thereof.

An employee who is granted military service leave of absence with the Armed Forces Reserves and/or the National Guard in response to a call to active duty (other than at his own request) will be paid the difference between the amount he receives from military service and the amount he would have received had he worked his scheduled time for the period of his military leave, but not to exceed the first ten (10) working days thereof, no to exceed a total of ten (10) work days in any calendar year.

To be eligible to receive this wage supplement, an employee must give the CITY notice of his call to active duty as promptly as practical, and must provide the CITY satisfactory evidence of his performance of the military service and his military pay.

Section 4. Jury Duty. An employee who has been selected by a State or Federal court to serve on jury duty will be paid the difference between the amount he receives as compensation for such service and the amount he would have received had he worked his scheduled time for the period of their jury duty.

To be eligible to receive this wage supplement, an employee must give the CITY notice of their call to jury duty as promptly as practical, and must provide evidence of their performance of jury duty and their jury duty pay. If an employee does not have to

report for jury duty on a given day and they are scheduled to work they must report to their regular workstation.

Section 5. Personal Business Leave. An employee shall have the right to make written application for leave of absence without pay for a period of up to one (1) calendar month for a personal reason of persuasive nature, which shall be stated in the application. Granting of such leave shall be in the CITY's (Chief of Public Safety and City Manager) discretion alone. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

The CITY CITY's (Chief of Public Safety and City Manager) may grant an extension of a personal business leave of absence for a period not to exceed ninety (90) calendar days in total. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 6. Disability Leave. If an employee is ill or suffers an injury requiring absence from work and all time off credits have been exhausted, the employee will, on written application supported by a physician's certificate as to the necessity of leave, be granted a sick leave of absence of up to one (1) year without pay or benefits. Such leave, and any extension(s) thereof granted, in the CITY's discretion, on the employee's application therefor similarly supported may not exceed, at most, a total of two (2) years, pursuant to Article VII, Section 5 (e) hereof. In the event the illness or injury is subject to workers' compensation, the CITY will maintain the employee's medical benefit for up to one year.

An employee returning from sick leave of absence may be required by the CITY to furnish a physician's statement as to his unlimited or unrestricted fitness for the work to which he will be assigned.

Section 7. Union Business Leave. The CITY will grant a leave of absence without pay to UNION members for the following functions:

A. One (1) officer from the Department for five (5) days every other calendar year to attend the Police Officers Association of Michigan meeting.

B. Two (2) officers from the Department for three (3) days each calendar year to attend the Police Officers Association of Michigan meetings.

C. One (1) officer from the Unit for one (1) day each calendar year to attend the Police Officers Association of Michigan Labor meeting

The request for such leave of absence shall be made as soon as possible after the affected employee has knowledge of the date of the meeting. The request shall be granted unless the Chief believes that granting the request will reduce manpower below an acceptable level. If additional employees wish to attend such meetings, they may request a personal leave of absence as provided in Section 5 of this Article.

Section 8. Time-Off Pay Increment. An employee hired before January 1, 2004, shall accumulate, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include authorized vacation, compensatory time, sick time, workers' compensation time, funeral leave, etc.) 3.70 hours of sick time. If an employee has paid time of less than 72 hours in a pay period, then he/she shall not accrue the allotted sick time hours for that pay period. Said employee may accumulate a maximum of nine hundred and sixty (960) hours of such credit which shall be used only for sick time with pay as herein provided.

An employee hired into the City after January 1, 2004 and before January 1, 2013, who has attained seniority status, shall accumulate, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include vacation, compensatory time, sick time, workers' compensation time, funeral leave, etc.) 3.70 hours of sick time. If an employee has paid time of less than 72 hours in a pay period, then he/she shall not accrue the all the allotted sick time hours for that pay period. Said employee may accumulate a maximum of four hundred and eighty (480) hours of such credit which shall be used only for sick time with pay as herein provided.

An employee hired before January 1, 2008, who is leaving the service of the CITY through retirement, excluding deferred retirement, will be paid on the existing bi-weekly schedule, or in one lump sum, at the discretion of the employee, for a maximum of nine hundred and sixty (960) hours of unused accumulated time off at the rate of sixty-five (65%) percent of the accumulated credit at his wage in effect on the date of his retirement for each hour of such accumulated credit. The payment for accumulated time off shall not be included in FAC. Upon death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, will be paid in one lump sum

for the maximum nine hundred and sixty (960) hours of unused time off which then remain to his credit at the rate of sixty-five (65%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit.

An employee hired after January 1, 2008, who is leaving the service of the CITY through retirement, excluding deferred retirement, will be paid on the existing bi-weekly schedule, or in one lump sum, at the discretion of the employee, for a maximum of four hundred and eighty (480) hours at the rate of fifty (50%) percent of the accumulated credit at his wage rate in effect on the date of his retirement for each hour of such accumulated credit. The payment for accumulated time off shall not be included in FAC. Upon death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, will be paid in one lump sum for a maximum four hundred and eighty (480) hours of unused time of which then remain to his credit at the rate of fifty (50%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit.

Section 9. Sick Time With Pay. During the period of absence from work because an employee suffered a noncompensable illness or injury or to keep an appointment with a doctor, dentist or other medical personnel, the employee will be paid from and to the extent of his paid time-off credit.

In order to be entitled to such payment, an employee must follow departmental procedures concerning notification of and gaining approval for expected time off and must promptly make claim for sick time charged against his paid time-off credit on a form available in the Department.

An employee who falls ill or is injured and who expects to be off work must notify the Public Safety Department as promptly as practicable under the circumstances but, in any event, no later than the beginning of his scheduled shift on the day of his absence from work. His failure to promptly notify the CITY may result in denial of his claim for paid time off credit.

The CITY may require a medical doctor's statement for three (3) or more consecutive work days of sick leave and/or to certify that the employee is physically and/or mentally fit to unrestricted or unlimited duty at the conclusion of such illness or accident related injury.

Sick Time Incentive. If an employee uses forty-eight (48) hours or less per calendar year (26 pay periods) of sick time, then the employee, at his/her discretion, shall be paid for the remaining hours of sick time earned in the calendar year at his/her regular rate of pay. (Note: If an employee earns less than the full 96 hours of sick time possible in a calendar year but more than 48 hours, then the employee would be paid the sick time incentive for the difference between hours earned and the initial 48 hours if less than 48 hours of sick time is used by said employee.) The payment for the sick time incentive of unused sick time hours shall be included in the employee's 1st pay check in February each year. Any remaining sick time shall be carried over into the employee's sick leave bank.

To the extent possible, employees should schedule dental or medical appointments during off-duty hours. However, when this is not possible, the employee should schedule the appointment for the beginning or end of his/her work shift, thus limiting the time off needed for the appointment. The employee, at his/her discretion, shall use either accumulated compensatory time off or sick time credit for the time used. If more than four (4) hours of sick time credit is requested for a medical appointment, the employee shall explain in writing the need for the extra time and shall supply a written confirmation from the doctor's office verifying the date and time of the appointment.

Section 10. Bereavement Time, With Pay.

A. Employees shall be allowed the following days leave of absence, for the purpose of attending a funeral or memorial service, with pay, as funeral leave not to be deducted from vacation or sick time.

- Four (4) days for death of a spouse, child, step-child, parents, or step-parents
- Three (3) days for sister, brother, mother-in-law, father-in-law, grandchildren
- Two (2) days for grandparents, grandparent-in-law, brother-in-law, sister-in-law, or other member of employee's immediate household to the extent that a federal income tax exemption, in the most

recent year of filing, was allowed as a dependent member of the household

B. An employee may use additional days for such leave which will be deducted from the employee's available and accrued days. The employer will have discretion to grant additional time for such leave and the exercise of such discretion will not create a precedent.

C. An employee selected to be a pallbearer for a deceased employee shall be allowed four (4) hours with pay for such period if the funeral is scheduled during normal work hours.

D. The employee shall notify the CITY of the necessity for a leave before leaving and upon request, provide verification of the relationship and death.

E. If the employee fails to make proper notification of his absence, or fails to provide requested verification of relationship and death, the CITY may withhold payment for the time taken off by employee.

Section 11. Birthday Paid Day Off.

Employees are eligible for one regular shift (12 hours) of paid time off for the employee's birthday, to be taken during the pay period in which the birthday occurs. The time off is subject to the approval of the supervisor. The employee shall not be unreasonably denied the requested time off. Birthday time off is not compensable upon termination.

**ARTICLE XIV
RESIDENCY**

All employees hired into the bargaining unit on or after the effective date of this Agreement must, as a condition of their continued employment (after the initial orientation period) reside within 20 miles of the corporate City limits of the City of Albion, Michigan.

For purposes of this agreement, a resident is defined as follows:

One who establishes and occupies a dwelling within the corporate City limits, maintains this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Members of the bargaining unit agree to abide by the requirements of Section 5.14 of the City of Albion Employee Policy and Procedure Manual, EXCEPT: If the City of Albion makes any exception to Section 5.14 for any future hiring of a regular employee, then members of the bargaining unit shall be entitled to the same exemption for the duration of the contract.

A regular employee is as defined in Section 2.2 of the Employee Policy and Procedure Manual, which reads: "An employee who is hired as a full time employee will be assigned to work a forty (40) hour week. An employee who has successfully completed his/her orientation period will be designated as a regular employee and will be eligible for all employee benefits." As used in this contract agreement, the term "regular employee" shall also include permanent part-time employees working at least eighty (80) regularly scheduled hours per month at least ten (10) months in any year. The term "regular employee" specifically excludes seasonal workers, temporary workers, interns, workers provided to the CITY at no cost to the CITY, volunteers, recreation assistants (other than permanent full time), prisoners, community-service workers, consultants and limited term contract employees, and any employees hired by authority of any governing board other than the CITY Council of the City of Albion, including but not limited to: Economic Development Corporation Board and the Downtown Development Authority.

Employees employed in the bargaining unit before March 27, 1983 (except as set forth in the paragraph below) shall reside within the City limits, and in no case further than within a twenty (20) mile radius of the City limits.

Employees employed in the bargaining unit before March 27, 1983 who did not reside within a five (5) mile radius from the City limits, or who reside within the five (5) mile radius, are exempt from the provisions of this Article, provided that such employees, if they change their place of residence, shall become and remain a resident of and reside within twenty (20) miles of the corporate City limits of the City of Albion,

Michigan. The building of a new structure on the same parcel of land, on which the employee's previous residence existed, will not be deemed to be a change in residence for the purpose of this section.

Hardship Exemption. The CITY agrees to consider a hardship exemption from residency under the following conditions:

- 1) A hardship exemption will be considered where an employee's immediate family member, who resides outside the CITY, needs in home medical and/or physical care and/or assistance; or
- 2) Where an employee's parent's home, or an employee's parent's farm, requires the employee to reside there for maintenance, security, or to operate the parent's farm.
- 3) Where an employee's spouse is also employed by a public entity with a residency requirement.

Written approval by the City Manager of an application for exemption from residency is required after submission of required documentation, in affidavit form. The duration of such exemption from CITY residence shall be dependent on the specific case circumstances. An employee who files a false affidavit, or fails to return to CITY residency, if the exemption trigger ends, is subject to discipline up to and including termination.

The provisions of this Article are intended to comply with State law. To the extent that there is a conflict between this Article and a state statute, the statute shall prevail.

ARTICLE XV
MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll of the CITY, must keep the CITY (Human Resources) currently advised of their correct current mailing address and of their current telephone number.

In the case of an employee on the CITY's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the office of the Human Resources Director and returns such form there, duly completed. The CITY shall give the employee a receipt for his notice of change of address or of telephone number at the time he turns in such completed form.

In case of an employee of the CITY's active payroll, such as a layoff, leave of absence, vacation, etc., notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail in which case the notice shall be addressed to the Human Resources Director, City Hall, 112 W. Cass Street, Albion, Michigan 49224.

For notice purposes under this Agreement, the CITY shall be entitled to rely on the last address and telephone number furnished to it by the employee, and it shall have no responsibility to the employee for his failure to receive notice caused by his not following the change procedures set forth above.

Section 2. Training and Certification.

A. All sworn officers are required to attend the Recruit Academy and thereby qualify for a basic first aid card. Officers shall be required to maintain their status as a basic level first aid card holder. Any employee who lets his basic level first aid card lapse may be required to attend a first aid instruction course on his own time, provided that the employee has failed to pass a first aid instruction course scheduled as a training session by the CITY during the preceding period of eighteen (18) months. EMT certification may be utilized in lieu of basic first aid requirements contained in this section, provided that State law requirements have been met.

B. The CITY and the UNION recognize the importance of each sworn officer maintaining a reasonable level of competence in the operation of firearms. The UNION agrees to cooperate fully with the CITY in the implementation or maintenance of any programs designed to ensure that sworn officers maintain a reasonable level of competency in the use of firearms. Sworn officers may be required to shoot at the range a reasonable number of times per year and to satisfy the minimum score on a course of fire designated by the CITY for training purposes. For the purpose of encouraging officers to practice with their weapon prior to any scheduled shoot at the range, the CITY will for each of the two (2) preceding months provide officers, upon request, with fifty (50) rounds of ammunition. Officers desiring firearms instruction should notify the Chief. The instruction will be conducted during duty hours during the two (2) month period preceding the next scheduled Department shoot.

C. Should an employee covered by this Agreement, become physically or mentally handicapped as a result of on-the-job injury to the extent that he cannot perform his regular job, the CITY will attempt to place the employee in a position within the Public Safety Department that, in the eyes of the CITY and/or Chief, he is physically and mentally able to perform, provided always, that such a job is available.

D. All Public Safety Officers in the Department shall be required to attend the basic academy and become certified by MCOLES and complete the basic fire science course as approved by the State of Michigan Firefighters Training Council and be certified by the Firefighters Training Council.

E. If an employee chooses to resign their position within thirty (3) months from their date of hire, the employee shall, on the pro-rated schedule indicated below, reimburse the CITY for all training costs directly related to the academy tuition expended by the CITY.

Employment Time	Percentage Reimbursement of Training Costs
0-18 months	100%
18 – 24 months	75%
24 – 30 months	50%
30+ months	0%

F. Officers assigned to serve as training officer for a recruit shall receive at straight rate, per training day worked as training officer:

- One (1) hour of training compensatory time for working as a training officer less than six (6) hours
- Two (2) hours of training compensatory time for working as a training officer for six (6) hours or more

G. This compensatory time shall be kept as a separate bank and so noted on time reports, and it shall not be subject to the eighty-four (84) hour cap on regular compensatory time. Training compensatory time awarded to training officer may be carried over for maximum of one hundred sixty-eight (168) hours for Field Training Officers (FTO) and is not subject to payout if not used. Use of such time shall otherwise be subject to the regular rules covering approval and use of compensatory time.

Section 3. Medical Tests and Requirements.

A. The CITY may, at its discretion, require that employees submit to a physical and mental test and examination by a CITY appointed doctor when tests and a physical and mental examination by a CITY appointed doctor when tests and examinations are considered to be of value to the CITY in maintaining a capable work force, employee health and safety, etc., provided, however, that the CITY will pay the cost of such test and examinations.

B. The CITY may, at its discretion, and in compliance with state, local, and Federal laws, require the employees provide specific and detailed medical data related to job performance from the employee’s doctor, the CITY’s doctor, and/or a personal affidavit stating the cause of the absence, for any illness or injury which has resulted in lost work time.

C. Employees who have been on extended leave as a result of illness or physical ailment may be required to receive and successfully pass a physical examination to determine their continuing ability to perform the duties and responsibilities of their position, or of the position to which they may be assigned.

D. In order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free public safety profession, this department shall maintain a drug testing program to detect prohibited drug use by all UNION members as provided for in Appendix G of this Agreement.

Section 4. Outside Activity. No employee may directly or indirectly maintain or engage in any outside business, financial interest or employment activity which conflicts with the interest of the CITY, or interferes with his ability to discharge his CITY duties fully. Such conflict of interest shall be grounds for discipline, up to and including discharge.

Section 5. Lieutenant's Position. In the event no Sergeant bids for, or is determined qualified to fill, a Lieutenant's position which has been posted by the Department, then Public Safety Officers may apply for the position.

Section 6. Special Meetings. The CITY and UNION agree to meet and confer on matters of clarification of the terms of this Agreement upon written request of either party. The written request shall be made in advance and shall include an agenda setting forth the nature of the matters to be discussed and the reasons for requesting the meeting. Such meetings shall be between at least two representatives of the UNION and two representatives of the CITY. Discussions shall be limited to the matters set forth in the agendas, but it is understood that these special meetings shall not be for the purpose of conducting continued collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement. It is understood that special conferences will only be scheduled upon mutual agreement.

Section 7. Effective Agreement. This Agreement supersedes any past practice or previous agreement, verbal or written, between any of the parties hereto which is in conflict with this Agreement.

Section 8. Separability. If any provision of this Agreement be held invalid under the existing legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

ARTICLE XVI
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2016 until 12:00 midnight September 30, 2017, and thereafter for successive periods of one (1) year, unless either party shall at least sixty (60) days prior to September 30, 2017, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless the parties have agreed to the terms of a new Agreement or have agreed to extend the existing Agreement for a stated period.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the _____ day of January, 2016.

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

CITY OF ALBION

Gregg Allgeier
Its Business Manager

Joseph V. Domingo, Mayor

Bill Timmins, President

Sheryl L. Mitchell, City Manager

Nicole Wygant, Vice President

Jill Domingo, City Clerk

APPENDIX A-1

WAGE PLAN

January 3, 2016 – December 31, 2016

Public Safety Officer (PSO)

Effective	Start	Step 1*	Step 2	Step 3	Step 4
01/03/2016 2.0%	\$39,417.51	\$41,348.36	\$43,447.96	\$45,678.45	\$47,913.27

* Movement between steps is based on one (1) year at the previous step and obtaining A satisfactory one (1) year evaluation at each step.

	PSO – Trainee	PSO – 1	PSO – 2
01/03/2016 2.0%	\$23,738.12	\$32,979.64	\$35,606.65

General Notes (Trainee)

- PSO-Trainee is a new hire employee with no certifications.
- PSO-1 is an employee with either fire or police certification completed.
- PSO-2 is an employee with both fire and police certifications completed, but who has not yet completed his field training.
- With approval of the Chief of Public Safety and the UNION, a trainee with over two (2) years' experience and only one certification may start at the PSO-2 pay level.

General Notes

- Movement between steps is based on one (1) year at the previous step and obtaining a satisfactory one (1) year evaluation at each step.
- Public Safety Officer –Trainees will not be used to displace any existing employees.
- The hourly wage rate will be determined by dividing the above annual base salaries by 2,184 hours.

APPENDIX A-1

WAGE PLAN

January 1, 2017 – September 30, 2017

Public Safety Officer (PSO)

Effective	Start	Step 1*	Step 2	Step 3	Step 4
01/01/2017 2.0%	\$40,205.86	\$42,175.33	\$44,316.92	\$46,592.02	\$48,871.54

* Movement between steps is based on one (1) year at the previous step and obtaining A satisfactory one (1) year evaluation at each step.

	PSO – Trainee	PSO – 1	PSO – 2
01/01/2017 2.0%	\$24,212.88	\$33,639.23	\$36,318.78

General Notes (Trainee)

- PSO-Trainee is a new hire employee with no certifications.
- PSO-1 is an employee with either fire or police certification completed.
- PSO-2 is an employee with both fire and police certifications completed, but who has not yet completed his field training.
- With approval of the Chief of Public Safety and the UNION, a trainee with over two (2) years' experience and only one certification may start at the PSO-2 pay level.

General Notes

- Movement between steps is based on one (1) year at the previous step and obtaining a satisfactory one (1) year evaluation at each step.
- Public Safety Officer –Trainees will not be used to displace any existing employees.
- The hourly wage rate will be determined by dividing the above annual base salaries by 2,184 hours.

APPENDIX A-2

PSO TRAINEES

- A. The Public Safety Officer Trainee will not be used to displace any Bargaining Unit employees. A PSO Trainee is an individual who at the time of selection by the City for training to become a PSO has neither police nor fire certification in the State of Michigan.
- B. The Trainee's date of hire will serve only as CITY seniority. The actual Bargaining Unit seniority date for the employee will be the date sworn as a PSO-1.
- C. PSO Trainees will only receive health insurance benefits.
- D. While attending the required police and fire academy, the Trainee will work up to a fifty (50) hour work schedule, not inclusive of travel time for attending police/fire academy training.
- E. The CITY will provide a vehicle for travel to and from the academy, or pay mileage per CITY policy. There will be no payment for travel time.
- F. If an employee chooses to resign their position within 30 months from their date of hire, that employee shall reimburse the CITY for all training costs directly related to the academy tuition expended by the CITY according to the schedule contained in Article XV, Section 2. E. Said employee shall sign an authorization form for recovery of all such costs.
- G. Eligibility for longevity benefits shall be in compliance with Article XII. Section 1 and based on the date of hire and having completed a minimum of five (5) years of continuous service with the CITY, commencing on the date of hire.

APPENDIX B-1

PROMOTION TO SERGEANT RANK

The following procedure will be used by the City to establish a Promotional Eligibility List. The list will last for a period of two (2) years, or until only two (2) qualified candidates are left on the list, whichever comes first. When the list expires, or the two (2) year period elapses, the process will then begin again.

Eligibility. Any Public Safety Officer who is cross-trained and working as a Public Safety Officer with three (3) years' experience with the Albion Department of Public Safety of which at least two (2) years is road patrol, at the time of the test, is eligible to take the test.

A. Candidates must take a written examination in order to evaluate the candidate's knowledge of basic Public Safety Procedures and ability to follow written directions as well as analyze problem solutions.

B. Upon completion of the written examination, all candidates are eligible to participate in an oral interview. The interview panel will consist of three area law enforcement official, one citizen appointed by the Chief and the Chief or his designee. Upon completion of all interviews, the panel will rank all candidates and only the top five individuals remain on the qualified list.

C. The Chief can then select for promotion anyone from the top three, using the Rule of Three. When one of the top three is promoted, the number four is moved up to number three position and number five is moved up to number four position, etc.

D. If fewer than three (3) candidates apply for and are eligible for promotion to the rank of Sergeant under the above procedure, then the Chief may, at his option, reopen the process for Bargaining Unit members to qualify for the Promotional Eligibility List.

APPENDIX B-2

APPOINTMENT TO INVESTIGATOR

An officer will be eligible to be considered for assignment to the Investigative Bureau after completion of two years with the department. Assignment to the Investigative Bureau who is cross-trained and working as a PSO with two (2) years' law enforcement experience with ADPS. They must submit a letter of interest outlining qualifications, coupled with an interview by a panel consisting of one ADPS official, Sergeant or higher, an area detective and another member of area law enforcement – who make a recommendation to the ADPS Chief. Assignment will be made by the Chief for a period of three (3) years subject to satisfactory performance; however, it may be extended for additional time at the Chief's discretion, for a total period not to exceed six (6) years.

The investigative bureau officer shall receive five hundred-fifty (\$600) dollars annually as a clothing maintenance allowance, payable in semi-annual payments to employees employed during the entire six (6) month period preceding July 1 and January 1. This clothing maintenance allowance replaces the cleaning allowance previously received.

APPENDIX C
MEDICAL INSURANCE – SUBSTANTIVE PROVISIONS

1. Simply Blue – Substantive Provisions (See Article XII, Section 3.A)
 - a. \$2,000/\$4,000 deductible
 - b. Stop loss - \$1,000/\$2,000
 - c. Prescription Drug Co-pa - \$20 generic/\$60 brand name/50%-\$80-\$100 after deductible
 - d. Blue Cross dental plan – 75/75/50/50, \$800 annual max; ortho \$800 lifetime
 - e. Blue Cross vision plan

APPENDIX D

UNIFORMS AND EQUIPMENT

1. The following items of uniform clothing will be furnished by the Department:

Hat, dress	Rain coat
Jacket, light weight	Shirts, long sleeve (3)
Jacket, winter	Shirts, short sleeve (3)
Necktie (2)	Trousers (3)

2. The following items of uniform accessories will be furnished by the Department:

Badge, shooting	Chain, whistle
Badge, breast	Holster
Badge, cap	Pouch, ammunition clip
Bar, name	Whistle
Bar, tie	Key strap/clip
Belt, gun	Case/handcuff
Baton ring	

3. The following items of equipment will be furnished by the Department:

Mask, gas	Locker, personal
Flashlight, available	Semi-automatic
Keys, department	Stick, riot
Handcuffs	Stick, night
Keys, handcuff	Helmet, riot
Patches (shirts & jackets)	

4. The following firefighting uniforms will be provided by the Department:

Pants, bunker	Boots
Coat, bunker	Nomex style hood (optional)
Helmet	Suspenders
Gloves	Face shield

APPENDIX E

WORK SCHEDULES

The following work schedules are currently being used within the Public Safety Department. These work schedules can be changed by the CITY to meet the needs of the Public Safety Department. Prior to implementation of any change in the existing schedules, the Chief shall schedule a special meeting to discuss the proposed changes. Said meeting shall be held at least two (2) weeks in advance of any proposed change in the work or shift schedule.

A. 8-Hour work schedule begins 12:01 a.m. Sunday and ends at 12:00 midnights the following Saturday.

B. 12-Hour work schedule begins at 7:00 a.m. on Sunday and ends at 6:59 a.m. the following Sunday.

C. 12-Hour work schedule begins at 2:00 p.m. on Sunday and ends at 1:59 p.m. the following Sunday.

Employees in all work schedules work eighty-four (84) hours in the normal two-week pay period. The pay begins with the start time of the specific schedule being worked.

APPENDIX F

DRUG TESTING POLICY

I. PURPOSE

The City of Albion and the Police Officers Association of Michigan (POAM) have established a drug program covering all members of the Union. The intent of this program is to establish and maintain a drug free work place.

II. POLICY

It is the policy of this department that the critical mission of Public Safety justifies maintenance of a drug-free work environment through the use of an employee drug testing program.

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.

Sufficient evidence exists to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance

When Public Safety employees use illegal drugs, the integrity of the Public Safety Department is compromised. Public confidence in the department is destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free Public Safety Department, this department hereby implements a drug testing program to detect prohibited drug use by all Union members.

III. DEFINITIONS

- A. Public Safety Officer – Those sworn officers who have been vested with both law enforcement and firefighting duties and responsibilities.
- B. Drug Test – The compulsory production and submission of a urine specimen by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage
- C. Reasonable Suspicion – That quantity of proof or evidence that is more than a hunch, but less than probable cause which is held by the Chief of Public Safety and at least one other command officer. Reasonable suspicion must be based on specific, objective facts and any rationally derived inference 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.
- D. Probationary Employee – For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as defined under Article VIII, section 8.2 of the POAM bargaining agreement.
- E. MRO – Medical Review Officer – The medical review officer is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his medical history and any other relevant biomedical information.
- F. Probable Cause – That amount of facts and circumstances with the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee had committed or was committing an offense contrary to this drug policy.

IV. PROCEDURES/RULES

A. Prohibited Activity

The following rules shall apply to all applicants, probationary employees and regular employees of the Albion Department of Public Safety while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
4. Any employee who violates this drug testing policy, or when a Medical Review Officer determines that the employee's drug test was positive, shall be immediately suspended with pay pending verification of the drug policy violation. Upon verification of the drug policy in violation, said employee will be immediately discharged.
5. Any city employee who refuses to take a drug test will be immediately discharged.

B. Applicant Drug Testing

1. Applicants for the position of Public Safety Officer/Dispatcher shall be required to take a drug test as a condition of employment.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test; or
 - b. A confirmed positive drug test.

C. Probationary Employee Drug Testing

All probationary employees shall be required as a condition of employment to participate in any unannounced drug test scheduled during

their probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee.

D. Employee Drug Testing

1. Upon implementation of this policy all employees will be required to take a drug test as a condition of continued employment, thereafter, drug testing shall proceed as provided below:
2. The CITY and UNION have agreed to a policy under which each employee of the Albion Department of Public Safety will be subject to an unannounced urine drug test on a random basis or whenever the CITY has reasonable suspicion/probable cause. The Chief shall provide some rational explanation in writing to support his decision as to why they believe the employee should be tested.
3. All of the calendar dates of each quarter will be placed in separate containers. The Chief, or his designee, will draw a date from each container in the presence of a union representative. After the Chief has recorded the date, he will ask the union representative to place the dates in an envelope and initial the item as evidence. The dates will remain unannounced to everyone except the Chief of Public Safety to insure randomness. After the fourth quarter test, the envelope will be unsealed by a union representative to verify the dates chosen were correct.
4. On test day, everyone working will provide a urine sample starting at 07:00 hours and running continuously until all are tested. No one may be tested form than twice in a row or three times in one calendar year. The Detective Bureau will be considered A/C – all other staff B/D.
5. Upon reasonable suspicion/probable cause, the Chief shall request that an employee submit to a drug test.
6. Any employee who is chosen for a drug test or who tests positive shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

7. A drug test shall be considered as a condition of acceptance to the RAID or SWET and also when they leave the team. The Chief of Public Safety will maintain a current list of those individuals serving on the RAID team and SWET.
8. A Public Safety employee shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy only if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug dependency problem prior to being advised that they are to submit to a drug test.

E. Penalty

Violation of any provision of this drug testing policy shall be grounds for immediate suspension with pay pending verification of the drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged. The discharge is subject to review in accordance with the grievance procedure of the collective bargaining agreement.

F. Rehabilitation Program

1. Under this program, any Public Safety employee may volunteer to enter a drug education/rehabilitation program after admitting to a drug dependency problem in writing and before being notified that he will be tested.
2. 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.
3. Participants in the rehabilitation/treatment program will be subject to unannounced periodic testing for drugs for a period of three (3) years. A participant who fails any drug test or who uses any controlled substance again, except under doctor prescription, shall be immediately suspended with pay pending verification of the drug

policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged.

4. An employee's failure to fully participate in and/or successfully complete the rehabilitation and follow-up program will result in immediate dismissal from CITY employment.
5. 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.
6. Employees will be allowed to use accrued sick leave, vacation and compensatory time benefits until such time as the Chief of Public Safety determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. The Chief will make a decision within 10 calendar days with regard to the employee's work status upon receipt of all appropriate medical records and evaluations. 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 medical records to the Chief of Public Safety relative to his treatment.

G. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require picture identification from each employee to be tested before they enter the testing area.
3. A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent usage of any prescription or non-prescription drugs, or any indirect exposure to

drugs. All medical information shall be given to the laboratory testing personnel.

4. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample and document that it is the employee's sample and it is free of any foreign substance.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than two hours to give a sample, during which time he shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
6. The urine specimen will be collected as a "split" sample, that is, collected as one and immediately poured off into two (2) separate specimen bottle/containers "A" and "B" by the collector in the presence of the donor. Bottle "A" should contain at least 30 ml; bottle "B" should contain as least 15 ml. Each bottle will then be sealed with the seals provided on the Custody & Control Form (CCF). Each seal is to bear the same ID number which matches the ID number on the CCF. Both specimens are to be submitted to the laboratory. Any specimen found "presumptively positive" by the initial screening process will automatically undergo confirmatory testing by GC/MS for the analyte/s indicated to be "presumptive positive". Sample "A" will be used for the confirmation testing. Sample "B" will be kept at the testing laboratory along with "A" until discarded with the originally tested specimen (i.e. 7 days in the

case of a “negative” screen analysis); or FROZEN for a minimum of 12 months along with the originally tested specimen (in all cases of “confirmed positive” analyses.) If a “retest” is requested for any reason, the originally sealed “B” specimen is to be sent to another certified laboratory for appropriate analysis. The employee must request the second drug test (retest) within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician and checked against the identity of the employee to ensure the results matched the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, he shall be immediately suspended with pay from duty pending verification of the drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged.

H. 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; rather, it will be classified as “presumptive positive”. Notification of test results to the Chief shall be held until the confirmation tests results are obtained and verified by the MRO.

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

Initial Test Level

	(ng/ml)
Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	2000
Phencyclidine	25
Amphetamines	1000
Barbiturates	300

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

Confirmatory Test Level

Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	2000
Codeine	2000
Phencyclidine	25
Amphetamine	500
Methamphetamine	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoyllecgonine	
Barbiturates	200

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and proficiency in urinalysis.
7. Employees 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 employee's personnel file.
8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be immediately suspended from duty with pay pending verification of said offense. Upon verification of said offenses the employee will be immediately discharged.

I. 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. When 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.

J. 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, the City Administration may use said records as necessary to defend itself in any legal or administrative action.

K. Procedures for Implementation of the Last Chance Agreement

1. An employee shall only be offered the Last Chance Agreement if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug dependency problem prior to being advised that they have been selected to submit to a drug test.
2. A standard letter of conditions for continued employment (Last Chance Agreement) must be signed by Department and employee (see attached form).
3. Employee must attend the employee assistance program and/or an authorized rehabilitation source.
4. Employee must sign a form releasing any and all information requested by the Chief relative to medical/psychological records involved with his treatment.
5. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. Employee must pass a medical examination administered by a medical facility designated by the Chief of Public Safety before returning to duty. The examination shall screen for drug use, mental and physical impact of the prior drug usage.

7. Employee may be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Chief of Public Safety.
9. The employee shall be subject to the terms of this program for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
11. Employee must be advised that the employee is not obligated to sign the Agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

APPENDIX G

CITY OF ALBION LAST CHANGE AGREEMENT

RE: _____

WHEREAS, the above referenced individual (hereafter "Employee") has, in writing, admitted to having a drug dependency problem; and

WHEREAS, the City of Albion Department of Public Safety (hereafter "ADPS") will conditionally reinstate Employee to the position of _____, provided the Employee is able to fully perform all of the duties of the classification as determined by the ADPS and subject to the following terms and conditions being met and maintained:

NOW, THEREFORE, it is agreed that:

1. Employee must sign a form releasing all information to the Chief of ADPS or his designee relative to medical or psychological records involved with his treatment.
2. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an ADPS authorized rehabilitation source.
3. Employee must pass a medical examination administered by a medical facility designated by the Chief of ADPS before being allowed to return to duty. The examination shall screen for drug use and the physical and mental impact of the Employee's prior drug usage.
4. Employee may, at the discretion of ADPS, be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
5. Upon being authorized to return to duty, Employee must submit to periodic drug testing on a timetable as determined by the Chief of ADPS.

6. Upon clearance by the medical facility designated by ADPS, Employee shall be returned to ADPS as an employee.
7. Once returned to duty, Employee will present himself to the ADPS's employee assistance program for evaluation and agree, as well as follow, all directives given by the employee assistance program for a period of at least three (3) years. Employee agrees to sign appropriate forms releasing information relative to medical or psychological records involved with his treatment to the Chief of ADPS or his designee as may be requested. Failure to follow the employee assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow employee assistance program directives.
8. Employee shall submit to drug testing as ordered by the Chief of ADPS. If any such test shows a positive result for the presence of illegal drugs, Employee will be immediately suspended with pay pending verification of the drug policy violation.
9. Employee releases the CITY and UNION from all liability and claims Employee may have had or now has with respect to his employment with the ADPS whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Albion and Employee's collective bargaining agent.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understand all the terms of this Last Chance Agreement. This Last Chance Agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.
12. In the event Employee grieves and attempts to appeal to arbitration his discharge because of the violation of any condition of this Last Chance

Agreement, said grievance shall be barred by release and waiver and an arbitrator shall have no authority to modify the penalty imposed by the ADPS.

Dated this _____ day of _____, 20_____

EMPLOYEE

CHIEF OF ADPS