

AGREEMENT

BETWEEN

CITY OF ALBION, MICHIGAN

AND

ALBION COMMAND OFFICERS ASSOCIATION

Effective October 1, 2017

Through September 30, 2020

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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 ALBION COMMAND OFFICERS ASSOCIATION, hereinafter referred to, individually or collectively, as the UNION, is effective October 1, 2017 through September 30, 2020.

### **GENDER NEUTRALITY**

All references within this document 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 1**

### **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 UNION agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, handicap, nationality, political beliefs or union activities.

## ARTICLE 2

### 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 Sergeants and Lieutenants in the Albion Department of Public Safety.

**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.** Employees covered by this Agreement at the time it becomes effective and who are members of the UNION at that time shall be required, as a condition of continued employment, to pay a representation fee, the amount to be determined by the UNION for the duration of this Agreement in compliance with State and federal laws.

A. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to pay a service charge for representation, a sum to be determined by the UNION in compliance with State and federal laws, on or before the thirtieth (30<sup>th</sup>) day following the beginning of their employment in the unit for the duration of this Agreement.

B. Employees of the bargaining unit that are represented by the UNION shall be determined to be in compliance with this UNION security clause if they are not more than thirty (30) days in arrears in payment of a sum determined by the UNION, in accordance with State and federal law, to be their fair share for representation. The CITY shall be notified in writing by the UNION of any employees in the bargaining unit that are represented by the UNION who are thirty (30) days in arrears in payment of the service charge for representation.

C. Employees who fail to comply with this requirement shall be discharged by the CITY within thirty (30) calendar days after receipt of written notice to the CITY from the UNION, unless the CITY is otherwise notified by the UNION in writing within said thirty (30) calendar days.

**Section 4. Dues Check-Off.** The CITY agrees to deduct the monthly UNION dues or the representation fee from the pay of employees subject to the following:

A. The UNION shall obtain from the employee a completed check-off authorization form, which shall conform, to the respective State and federal laws concerning that subject, or any

interpretation made thereof. The CITY Treasurer may return an incomplete or incorrectly completed form to the UNION Treasurer and no check-off shall be made until such deficiency is corrected.

B. The CITY shall check off only obligations which become due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to employee if he has duplicated a check-off deduction by direct payment to the UNION.

C. The CITY's remittance will be deemed correct if the UNION does not give notice, in writing, to the CITY Treasurer within two (2) weeks after a remittance is sent on its belief, with reasons stated therefore, that the remittance is incorrect.

D. Any employee may terminate his check-off authorization by written notice to the CITY Treasurer.

E. The UNION shall provide at least thirty (30) days written notice to the CITY Treasurer of the amount of UNION dues and/or representation fee to be deducted from the wage of employees in accordance with this section. Any change in the amount determined will be provided to the CITY Treasurer at least thirty (30) days prior to its implementation. Said change to be made only by proper written notice from the UNION and shall not be made more than once a calendar year.

F. 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. A representative from the, Command Officers of Michigan (C.O.A.M.) or his designee, may consult with employees in assembly areas before the start of each shift (including any briefing period) or after the end thereof. Before entering the assembly area, permission must be given by the Chief or his designee. Such permission shall not be unreasonably denied.

**Section 6. UNION Committee.**

A. The CITY agrees to recognize a UNION Committee consisting of not more than four (4) individuals. The UNION Committee shall be composed of three (3) members of the UNION who are a part of the bargaining unit, and one (1) representative from the C.O.A.M., or his designee. The CITY agrees to meet with two (2) representatives of the bargaining unit for the purpose of collective bargaining and for the purpose of processing grievances as set forth in this Agreement. Employees engaged in such meeting shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours, provided that requests for time off to attend such meetings has been approved by the CITY. Such requests shall not unreasonably be denied, but both the CITY and the UNION agree to work toward the goal of scheduling meetings at a date and time which minimize the loss of manpower to the Department of Public Safety.

B. Employees within the bargaining unit may be represented by a UNION representative for each patrol work shift. The UNION shall furnish the CITY with a list of the representative's names and their assigned areas and shall keep the list current at all times. Alternate representatives may be appointed by the local UNION President to serve in the absence of the regular

representatives. When requested by an employee, a UNION representative may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He may be allowed reasonable time therefore during working hours without loss of pay, upon notification and prior approval of the Chief or his designee and such approval shall not be unreasonably denied. Paid time of over four (4) hours for investigating a grievance must be pre-approved by the City Manager or his designee.

**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 3

#### 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 his designated representatives when so delegated by the City Manager.

## ARTICLE 4

### NO STRIKE CLAUSE

During the life of this Agreement, the UNION shall not cause, authorize, sanction or condone, or 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, restriction of work, or interference with the operations of the CITY of any kind for any reason, including a labor dispute between the CITY and any other labor organization. The UNION shall not cause, authorize,

sanction or condone, nor shall any member of the UNION take part in, any picketing of the CITY's buildings, offices, or premises because of a labor dispute with the CITY.

The UNION agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, concerted use of paid leave time, 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 action shall not be subject to the Grievance Procedure provision of this Agreement, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Definitions.**

A. Grievance - A grievance shall be defined as an alleged violation regarding the meaning, interpretation or application of a specific Article and Section of this Agreement.

B. Working Day - the reference to "working days" in this agreement shall be defined as Monday through Friday, 8 am to 5 pm, excluding holidays.

**Section 2. Verbal Procedure.** An employee shall first discuss any complaint with his immediate supervisor. In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, or other officers in the chain of command, the matter shall 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, of which both parties shall sign and a copy shall be given to the grievant/union.

**Section 3. Written Procedure.**

**Step One.** Within five (5) work days of grievant having knowledge of the occurrence of the event upon which the grievance is based, the grievance must be submitted to the Chief. The grievance shall be dated and signed by the aggrieved employee and the UNION representative and shall set forth the facts, including dates and all provisions of the Agreement alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief, or his designee, receives the written grievance. The Chief shall then answer the grievance, in writing, within five (5) work days after the date of receipt of the written grievance and deliver a copy of the answer to a UNION representative.

**Step Two.** If the grievance has not been resolved, then within five (5) work days after receipt of the First Step answer, a UNION representative may appeal the grievance to the City Manager, or his designee, by a written request indicating why the First Step answer was unsatisfactory. As soon as possible, but no later than ten (10) work days following receipt of the appeal, the City Manager, or his designee, shall schedule a meeting with the UNION representatives. (The UNION shall have the right to have the representative from the C.O.A.M., or his designee, at such meeting, provided that notice of such desire is given to the City Manager, or his designee, in writing, along with the written request for a Second Step meeting.) The City Manager, or his designee, shall then answer the grievance, in writing, within ten (10) work days from the date of the meeting at which time the grievance was discussed.

**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 Michigan Employment Relations Commission (MERC) to submit a panel of arbitrators from which one may be chosen in accordance with their rules, and such written request is submitted within fifteen (15) working days after receipt of the Step Two answer and the following rules shall apply:

1. The arbitrator shall not add to, detract from, ignore or change any of the terms of this Agreement.
2. 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.
3. It shall be the responsibility of the arbitrator to render a decision within thirty (30) calendar days of the closing of the case.
4. The charges of the arbitrator for his fee and expense shall be shared equally by the CITY and the UNION.
5. The expenses and fees of witnesses and representatives appearing on behalf of either party shall be borne by the party for whom they appear.
6. The arbitrator's decision shall be final and binding upon the parties.
7. A copy of the request for arbitration shall be forwarded to the city manager at the time of the filing for the request to MERC.

**Section 4. Grievance Procedure – General.**

A. The time limits of any step in the grievance procedure may be extended only by mutual agreement in writing. In the event the CITY fails to reply to a grievance at any step of the procedure within the specified time limit, the UNION shall process the grievance to the next step. In the event the UNION does not appeal a grievance from one step to another within the time limit specified, the grievance shall be considered as settled on a basis of the CITY's last answer. The reference to "days" in this Agreement shall mean working days.

B. Any agreement reached between management and UNION representative(s) is binding on all employees affected and cannot be changed by any individual.

C. The sole remedy, except in cases of discharge or suspensions exceeding ten (10) working days, available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

D. Meetings of the City Manager and the UNION's Committee as provided for in the Second Step of the Grievance Procedure shall be scheduled by the City Manager at a time which minimizes the loss of manpower in the Department of Public Safety.

## ARTICLE 6

### DISCIPLINE DISCHARGE

**Section 1. CITY Rights.** The CITY shall retain the sole right to establish, change, amend and enforce rules for employees to follow, the right to warn, reprimand, layoff, discharge, demote or

transfer any and all employees who violate these rules. The UNION retains the right to grieve the reasonableness of the CITY's action. The membership of the C. O. A. M. agrees not to proceed beyond Step Two of Article 5, on any written or oral reprimand that will be removed from the employee's personnel file in a period of nine (9) months or less from the time of its issuance.

**Section 2. Just Cause.**

A. After completion of the probationary period, no employee shall be disciplined, suspended or discharged without just cause.

B. Reasons for disciplinary action shall include, but are not limited to, failure to observe rules of conduct established by the CITY; inefficiency or inability to perform assigned duties, excessive tardiness, failure to take a medical examination, dishonesty or theft; insubordination; gross neglect of duty; intoxication; use of alcohol or drugs on CITY premises or during working hours; failure to observe work rules; intentional falsification of employment application or other records except where the CITY has prior knowledge of falsification; or advising or directing employees to disregard the direct orders of supervision.

**Section 3. Grievance Rights.** In the event an employee in the bargaining unit shall be suspended from work for disciplinary reasons or he is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance, signed by the employee and UNION representative, with respect thereto is presented to the Chief within five (5) work days after such discharge or after the start of such suspension. Such grievance shall be processed starting at the Second Step of the grievance procedure. In the event of suspension or discharge, the employee will be provided with a statement of the charges against him, an

enumeration of the violations and a brief and concise statement of why this action is being taken. The employee shall have the opportunity to meet with his UNION representative at the time he receives notice of upcoming discharge or suspension action and the UNION representative shall be present if so requested by the employee at the time of the disciplinary action.

It is understood and agreed that when an employee files a grievance with respect to his disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his authorization to the CITY to reveal to the decision making participants in the grievance procedure relevant information available to the CITY concerning the alleged offense and such filing shall further constitute a release of the CITY from any and all claimed liability by reason of such disclosure. It is understood by the parties that the CITY shall not be required to reveal all information mentioned above unless said grievance is filed for arbitration.

**Section 4. Reinstatement.** In the event a suspension or discharge is modified through the grievance/arbitration procedure, the CITY and the UNION shall be bound by the decision rendered relative to retroactive pay.

**Section 5. Personnel File.** The employee shall have the right to review his employee's attendance record and 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 prior to its introduction into his file.

**Section 6. Union Representation.** Any employee who is disciplined shall have the opportunity to have a UNION representative present when disciplined, if the employee so requests.

**Section 7. Confidential Information.** The UNION and the CITY recognize the importance of the protection of information concerning the operation of the CITY. Any and all information

gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Unauthorized release of the aforementioned information by an employee to a fellow employee except in the course of official duties or to any unauthorized person shall be regarded as breach of confidence and as grounds for immediate disciplinary action.

## **ARTICLE 7**

### **SENIORITY**

**Section 1. Seniority Defined.** Seniority shall be defined as the length of an employee's continuous service with the CITY commencing with his last date of hire. Departmental seniority shall be defined as the length of time of the employee's continuous service with the Department of Public Safety commencing with his last date of hire into the Department or transfer into the Department. Rank seniority shall mean the 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. Seniority shall continue to accumulate during all approved leaves of absence and vacations, except as hereinafter provided. Employees who are employed on the same date shall be placed on a seniority roster in alphabetical order for surnames.

**Section 2. 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 complete 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.

**Section 3. Loss of Seniority.** The employee shall be terminated and lose his seniority rights

for the following reasons:

- A. He resigns or quits.
- B. He is discharged or terminated.
- C. He retires.
- D. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.
- E. He is absent from work, including the failure to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff for three (3) consecutive working days without notifying the CITY, unless otherwise excused.
- F. He accepts employment elsewhere while on an authorized leave of absence, unless he has prior written approval for such employment from the City Manager.

## **ARTICLE 8**

### **LAYOFF AND RECALL**

**Section 1. Layoff.** Employees shall be laid off according to the following procedure:

- A. Probationary employees within the affected classification with the Department will be laid off first.
- B. Thereafter, employees within the classification within the Department will be laid off according to their department seniority, providing the remaining employees in the classification and department can perform the available work.

C. When an employee is removed from the classification within the department as a result of a layoff, he may be allowed to bump the least senior employee in the next lowest-paying classification with the department in accordance with his CITY seniority, providing he can perform the available work and the remaining employees within the lower classification within the department can perform the available work.

D. In the event the layoff under Section 1-A occurs in the lowest paying classification within a department, the provisions of Paragraph 1-C will not apply.

E. For purposes of this Article, the term “department” means the Department of Public Safety. The term “city seniority” means the employee’s seniority as defined in Article 7 Seniority.

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

G. Employees with seniority shall not be laid off while probationary employees, temporary employees, or employees who are unable to perform the essential duties of their job are still actively employed in the Department of Public Safety.

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

## ARTICLE 9

### PROMOTION AND ASSIGNMENT

**Section 1. New Jobs and Classification Modifications.** When and if the CITY creates a permanent new job classification it shall establish responsibilities thereof, set the qualifications and

rate of pay therefor and advise the UNION. The CITY and the UNION can continue negotiating the pay for such a newly created position while whichever employee selected occupies that position. Said pay rate to be retroactive to beginning of pay period on or after the date which the position is filled. If after a special conference is held the UNION disagrees with the rate of pay, it may file a written grievance with respect thereto, provided that the grievance is filed within ten (10) work days following such special meeting. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created. When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification in the bargaining unit, the CITY agrees to follow the procedure set forth in Appendix B and incorporated herein by reference.

**Section 2. 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 one (1) year. 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 3. Temporary Job Assignment.** The CITY shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover the employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The CITY shall also have the right

to temporarily transfer employees from one classification to another within the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) days in any calendar year; provided, however, that the Chief may temporarily transfer employees from one classification to another within the bargaining unit for a period of more than ninety (90) days when the needs of the department require, so long as such transfers are not made for purely disciplinary or arbitrary reasons. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he is temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred. A temporary transferred employee shall receive the higher classification rate of pay for each full day he performs the functions of the higher classification.

## **ARTICLE 10**

### **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. (Also see Appendix E)

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 eighty-four (84) hours per pay period, which will be paid at the straight time rate. (Also see Appendix E) 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.

	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. 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 advance notice of any changes.

C. 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 service of the Public Safety Department. “needs of the service” for the purpose of this section shall be defined as a desirable action taken for the good of the 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, except in the case of circumstances beyond the control and knowledge of management such as acts of God, riots, floods, civil disorder, injury to personnel working scheduled shifts, or similar acts. when the “needs of the service” provision is invoked for the purpose of departing from the application of seniority in making workweek or shift assignments, the reason shall be reduced to writing and copies given to the affected person(s) and the union.

**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.**

1) **8-Hour Work Schedule:**

Employees who work the 8-Hour Work Schedule shall receive time and one-half (1 ½) rate of their normal 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.

2) **12-Hour Work Schedule:**

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

3) 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.

4) 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 and staff 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.

5) 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.

6) 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.

a) The Detective Sergeant position will receive an additional one (1) hour of overtime pay for call-ins when investigative in nature.

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

8) 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 one hundred sixty eight (168) hours of accumulated compensatory time. The one hundred and sixty-eight hours will be used in the following manner;

A Eighty four (84) hours can be used by the employee. For leave from work without consideration of overtime.

B. An additional eighty four (84) hours may be used for leave from work, if the employees request does not create overtime. The Director of Public Safety will review the employees request to use the compensatory time in subsection two (2), for the purpose of determining if overtime is created by the employees leave from work.

C. The payout of compensatory time will occur in full upon an employee's separation from employment with the CITY or retirement. Payment not be used in the employee's FAC calculation and will be issued in a separate check.

**Section 4. 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 5. 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 11**

### **WAGES**

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

2018: 2.0% Effective January 1, 2018

2019: 2.0% Effective January 1, 2019

2020: 2.0% Effective January 1, 2020

**Section 2. 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

## **ARTICLE 12**

### **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	\$400.00
After 11 years but less than 17 years	\$700.00
After 17 years but less than 23 years	\$1,050.00
23 years or more	\$1,400.00

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.

B. Payment to the beneficiary of a deceased employee shall be made on the same basis as payment to a retired employee.

**Section 2. Retirement.**

A. Act 345 Plan

1. All Sergeants and Lieutenants who are eligible to be covered by the benefits of Act 345, Public Acts of 1937 amended, shall receive all the mandatory and none of the permissive 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 hundredths (2.65%) percent of his final average compensation (FAC) multiplied by the number of years and fractions of a year of service credited to him. 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. Lump sum compensatory time and GAP Bank payments are not included in FAC.

2. The employees contribution to the retirement system shall be four (4%) percent of his compensation with the breakdown as follows:

2019 Employee Contribution-3.5%	City Contribution-.5%
2020 Employee Contribution-3%	City Contribution-1%

3. 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 above 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.

4. Effective September 1, 1993, 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. The CITY or the CITY's Act 345 retirement plan will contribute the sum determined under (2) below toward the cost of CITY provided retiree health insurance for an eligible retiree as defined in (1) below and their dependents.

1. An eligible retiree is a retiree who satisfies all of the following requirements:

a. The retiree has retired and is receiving benefits under the CITY's Act 345 retirement system;

b. 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;

c. The retiree is not receiving health insurance coverage from another employer. 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.

2. The monthly contribution shall be as indicated below if the conditions listed below are satisfied. Otherwise the monthly contribution shall be \$100.

Monthly Contribution: For employees retiring after December 31, 2007

YEARS OF SERVICE	TWO-PERSON COVERAGE	SINGLE COVERAGE RETIREE AND/OR SURVIVOR
20 – 25 YEARS	\$450	\$375
25 + YEARS	\$500	\$400

Conditions:

- a. 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.
- b. 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.
- c. 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.

d. 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).

e. 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.

f. 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. No matter contained in this section shall be subject to the Grievance Procedure.

g. 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.

C. An employee 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 the employee.

**Section 3. Medical Insurance.** 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.

<u>FISCAL YEAR</u>	<u>EMPLOYER %</u>	<u>EMPLOYEE %</u>
2018	90%	10%
2019	90%	10%
2020	90%	10%

The insurance plan will cover spouse 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.

**Section 4. Life Insurance.** The CITY agrees to maintain group life insurance for each active full-time employee in the bargaining unit in the amount of \$25,000 with a double indemnity provision. Insurance protection shall be available upon completion of thirty (30) calendar days of employment and under the same conditions as prevailed immediately prior to the execution of this

Agreement. The CITY reserves the right to substitute another carrier for the insurance, provided that the fundamental provision of the coverage will not be changed.

**Section 5. Worker's Compensation.** Pursuant to Michigan Law, the CITY provides, at its sole expense, Worker's Compensation coverage for each employee covered by this Agreement.

1. Upon the request of the employee, an employee may use accumulated PTO and Gap Bank Time to supplement the employee's worker's 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 worker's compensation benefits shall continue to accrue PTO 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 PTO time if that employee supplements worker's compensation wage loss benefits by using the necessary hours of time from his or her PTO time or compensatory time bank per two-week pay period. (Computation of the necessary hours of time will be determined by dividing the employee's worker's 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 PTO time accrual for the pay period.) If the employee has no available banked time, the

employee may use accrued PTO time that is not already in his available GAP bank. If the employee does not elect to use time from his available PTO time, Gap bank or compensatory bank, or has no accrued time, then he or she will not accrue PTO time for that pay period.

4. An employee may not accrue PTO 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 worker's 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 PTO time except as these items are addressed in the settlement agreement.

5. In any event, the accrual of PTO time under the worker's compensation program shall cease once the employee is off of work for one (1) continuous year. Thereafter there will be no accrual of PTO 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 Worker's Compensation program, an employee may want the City to continue paying them their normal base wage. The employee then signs over to the City the Workers' Compensation check when it comes from the insurance carrier. The City then credits back to the employee a number of PTO time in relation to the Worker's Compensation amount received. Workers' Compensation payments are not taxable; however, payments made to an employee against their PTO time is taxable. Therefore, even though the City credits back the PTO time 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 does 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.

7. At the request of the City the Union agrees to meet and confer with the City during the term of this agreement over a City proposal to modify the Worker's Compensation language in regards to a payroll modification which shall remain cost neutral to the employee.

**Section 6. Liability Insurance.** The CITY shall provide comprehensive Liability Insurance, as provided by a standard policy, in the amount of at least \$100,000 per person and \$1,000,000 per incident.

**Section 7. Opt-Out of Medical Insurance.** The City of Albion recognizes that many employees currently have dual insurance coverage due to coverage 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 date of coverage.
- ◆ Sets up an appointment with the Human Resources Director to provide proof of insurance coverage under the spouse's policy and signs the City of Albion's cancellation of insurance form.

Re-enrollment in the CITY's health care plan shall be provided for in October 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:

- (a) Spouse loses medical coverage
- (b) Death of spouse
- (c) Birth/adoption of a child
- (d) Marriage or divorce

Any employee electing to participate in the Op-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 year without hospitalization coverage.

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

**Section 8. Tuition Reimbursement.** The CITY will grant tuition reimbursement for continuing education of its employees under the following conditions:

**A. Eligibility:**

To be eligible for reimbursement the employee must:

1. Receive written approval from the City Manager prior to taking the course
2. The course must be job related or core courses that are related to a degree.
3. The employee must pass the course with a grade of C or better.

**B. Payments:**

The City will reimburse an employee meeting the above requirements for seventy five (75) percent of their tuition per semester, up to the amount of one thousand two hundred and fifty dollars. (\$1,250.00 Dollars). Reimbursement payments will be made on per semester basis not to exceed two semesters of accredited study per calendar year.

C. **Accredited Agency Training:**

Employees enrolled in an accredited Staff and Command School by the city will have that time count as two semesters of study. Such employees will be not eligible for reimbursement assistance during that same fiscal year the City is paying for Staff and Command School. At the beginning of the next fiscal year, the employee would then be eligible to receive tuition reimbursement.

**Section 9. Clothing Allowance.**

A. All unit employees shall receive \$500 annually, Detective Division, or any officer assigned to a plainclothes assignment, shall receive \$600 annually, as a clothing maintenance allowance and/or towards purchase of boots, 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 CITY, based on a semi-annual inspection, shall replace all uniforms and equipment listed in Appendix D that is worn out based on the determination of the Chief of Public Safety or his designee.

D. The employer will furnish all fire-fighting gear and will replace fire-fighting gear damaged on duty. No employee is authorized to wear or use departmental clothing and equipment except in the official performance of their duty.

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

**Section 10. Educational Incentive.**

A. Officers that are State certified as an accident reconstructionist shall receive a one-time bonus of \$300.

**Section 11. Long Term Disability.**

A. The City will provide long term disability after ninety (90) calendar days of the employee being off starting 01-01-2018.

**ARTICLE 13**

**LEAVE TIME**

**Section 1. Holiday Pay.**

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

New Years 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
	Employee's Birthday

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

B. **12-Hour Shift:**

Employees who 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 at 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 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 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.

**Section 2. PAID TIME OFF (PTO LEAVE TIME)**

A. To be eligible to receive PTO time, an employee cannot be on Leave without Pay, (excluding Family Medical Leave, Workman's Compensation and Military Leave). If an employee has been on leave without pay and returns during that calendar year, the employee will receive their PTO time at a pro-rated calculation determined by the Union and the City.

B. PTO leave shall be granted to eligible employees by the Director of Public Safety.

PTO leave shall be granted at such times which least interfere with the efficient operation of the Public Safety Department.

C. PTO leave time used for the purpose of vacation may be used in conjunction with compensatory time off. If an employee is off duty for such purpose it 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.

An employee shall not use more than a fifty percent (50%) split between the PTO leave time and compensatory time off. PTO leave shall always be equal or majority of time used. PTO leave requests for the above mentioned purpose, must be made by February 15<sup>th</sup> preceding the period. Officers who make their request by February 15<sup>th</sup> shall be granted PTO leave preference, in accordance with Departmental seniority, and within any rank by rank seniority. Officers in the Detective Division shall select PTO leave time, for the purpose of vacation, on a schedule that is separate from all other employees in the department.

D. If an employee who is otherwise eligible for PTO leave, with pay, quits, or is discharged without having received the same, such employee shall receive, along with his final paycheck, a payout of unused PTO leave time 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 Director of Public Safety, or who is laid off, shall be paid for PTO time accumulated through the last full month of his service from his most recent anniversary date.

1. Paid Time Off (PTO) is as follows:

<u>Seniority</u>	<u>PTO Hours Earned</u>
1-5 Years	184 Hours
6-14 Years	224 Hours
15 + Years	276 Hours

2. PTO when used as vacation must follow seniority and be scheduled per existing/current standards within the ACOA contract.

3. PTO when used as sick time must be used per existing/current standards within the ACOA contract.

4. GAP Bank Accumulation:

- a) An employee hired before January 1, 2004, shall have a maximum GAP Bank accumulation of 960 hours.
- b) An employee hired on or after January 1, 2004, shall have a maximum GAP Bank accumulation of 480 hours.
- c) At the end of the year, any unused PTO time will be transferred to the GAP Bank up to the employee's maximum accumulation. Once an employee reaches his/her GAP Bank maximum accumulation, any unused PTO time at the end of the year will be forfeited.
- d) As of January 1, 2018, all remaining vacation and sick time from 2017 is credited to the employee's GAP Bank up to the maximum accumulation.
- e) Employees will receive their PTO leave accrual on January 1<sup>st</sup> of each year.
- f) GAP Bank cannot be used to replenish PTO Time.
- g) Use of Gap Bank

1. For any illness/disability employee must use twenty-four (24) consecutive hours of PTO time before using time in GAP Bank and may be used up until long term disability becomes available.

2. An employee hired before January 1, 2004, 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 sole discretion of the employer, for a maximum of 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. This payout will not be used in the employee's FAC calculation and will be issued in a separate check.

3. An employee hired after January 1, 2004, 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 sole discretion of the employer, for a maximum of four hundred and eighty (480) hours at the rate of fifty (50%) percent of the accumulated PTO time at the wage rate in effect on the date of the employees retirement, for each hour of such accumulated credit. Upon the 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/her credit at rate of fifty (50%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit. The payout will not be used in the employee's FAC calculation and will be issued in a separate check.

h) **Sick Time Incentive:** If an employee uses forty-eight (48) hour or less in the preceding calendar year (26 pay periods) of GAP Bank time, then the employee, at his/her discretion, shall be paid up to forty-two (42) hours from the GAP Bank at his/her regular rate of pay. The employee must notify the Human Resources department in writing prior to January 15 of his/her election of hours to be paid out. The payment shall be in a separate check in the City's first payroll in February each year. The payout will not be used in the employee's FAC calculation. For 2018, an employee will be eligible for the sick time incentive if he/she used forty-eight (48) hours or less of sick time in 2017.

**Section 3. Military Service Leave.** The CITY will grant an employee a leave, not to exceed fifteen (15) calendar days in any calendar year, so that he may perform full-time active duty with the reserve components of the Armed Forces of the United States. The employee will be paid the difference, if any, between his base pay for such military reserve service and the pay he would receive had he worked his regularly scheduled shifts during such period of service, provided he gives to the CITY's Chief of Public Safety notice of his call to active duty as promptly as is practicable, and following such performance of duty provides him an authenticated copy of his pay voucher.

An employee who enters the military service by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the State and federal laws then in effect. All pay and fringe benefits shall terminate during this period, however, seniority shall continue to accrue.

**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 may be granted a personal leave of absence without pay upon approval of the City Manager. A request for a personal leave of absence shall be in writing, state the reasons for the requested leave, and be signed by the employee. Approval from the City Manager shall be in writing and shall specify the extent, if any, which seniority will accumulate during the period of the leave of absence and the date upon which the leave of absence terminates.

**Section 6. Union Business Leave.** The CITY will grant a leave of absence without pay to UNION members for the following functions:

A. One (1) man from the Department for five (5) days every other calendar year to attend the C.O.A.M. National meeting.

B. Two (2) men from the Department for three (3) days each calendar year to attend the C.O.A.M., State of Michigan meetings.

C. One (1) man from the unit for two (2) days each calendar year to attend the C.O.A.M. Conference.

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 7. 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, worker's compensation time, funeral leave, etc.) 3.70 hours of sick time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited sick time 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 funeral leave and sick time with pay as herein provided.

An employee hired into the City after January 1, 2004, 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, worker's compensation time, funeral leave, etc.) 3.70 hours of sick time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited sick time 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 funeral leave and sick time with pay as herein provided.

An employee hired before January 1, 2004, 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 sole discretion of the employer, 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 rate in effect on the date of his retirement for each hour of such accumulated

credit. 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, 2004, 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 sole discretion of the employer, 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. Upon the 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 8. Sick Time with Pay.** During the period of absence from work due to a noncompensable illness or injury, an employee shall be paid from and to the extent of his paid time off credit. An employee who falls ill or is injured and who expects to be off work must notify the Department of Public Safety 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.

An employee must make prompt claim for PTO on a form available from the Director of Public Safety. The Director of Public Safety may require a physician's certificate to confirm the reasons for an absence due to illness or injury or for verification of the fact that the employee is able

to return to work. Such physician's certificate may be required of each employee who is absent from work for a period of three (3) consecutive duty days for sickness or injury and may be required by the Director of Public Safety when he has reason to suspect that an employee is abusing the provisions of this Agreement relating to sick leaves of absence or sick time.

### **Scheduling of appointments**

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 PTO credit for the time used.

### **Section 9. Bereavement Time, with Pay.**

A. Employees shall be allowed the following days leave of absence, with pay, as funeral leave not to be deducted from PTO time.

- ◆ four (4) days for the death of a spouse, child or parents
- ◆ three (3) days for sister, brother, mother-in-law, father-in-law, step-children, grandchildren
- ◆ two (2) days for step-parents, 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 PTO time. 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 10. Disability Leave.**

If an employee is ill or suffers an injury requiring absence from work and he/she has exhausted all PTO time/GAP Bank Time , compensatory and FMLA leave, he/she may at the city's discretion, based on written application supported by a physician's certificate as to the necessity of leave, be granted a disability leave of absence without pay or benefits as follows:

A. A 90 working day period during which time the city will hold the employee's position (the employee's seniority shall be retained but not accumulate).

B. A period of one (1) calendar year; however, the city shall not hold the employee's position during this time. if during this disability period, the employee, is able to return to work without restrictions, he/she may do so if the city has an open position available for which the employee is qualified (the employee's seniority shall be retained but not accumulate).

**Section 11. Birthday Paid Day Off.** Employees are eligible for one regular shift (up to 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. Birthday time off is not compensable upon termination.

## **ARTICLE 14**

### **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 15**

### **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 currently advised of his correct current mailing address and of his current telephone number, if any.

## **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.

B. 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.

C. 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. The instruction will be conducted during duty hours during the two (2) month period preceding the next scheduled Department shoot.

D. 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.

**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 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, require that employees provide specific and detailed medical data 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 F 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. 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 6. Effective Agreement.** This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged practices, between the CITY and the UNION and constitutes the entire Agreement between the parties. Any amendments or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**Section 7. Separability.** If any Article or Section of this Agreement, or any Appendix hereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix hereto, or the application of such Article or Section, persons or in circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. The CITY and the UNION agree that if any provision is declared invalid, they will meet at a mutually convenient time for the sole purpose of negotiating only a substitute provision that conforms with requirements of the legislation.

**ARTICLE 16**

**DURATION OF AGREEMENT**

The provisions of this Agreement shall be effective as of October 1, 2017-and shall continue and remain in full force and effect to and including, September 30, 2020 .The City and the Union agree to meet and confer in the event there are any changes in the Affordable Care Act (ACA) during the term of the agreement. A notice of desire to modify, alter, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party are disposed of, by agreement, or by withdrawal, by the party proposing amendment.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the 16<sup>th</sup> day of January, 2018 ~~November, 2017~~.

**FOR THE UNION:**

Harry Valentine COAM 1-11-18  
Harry Valentine  
Its Labor Representative

[Signature]  
Jason Kern  
Its President/Bargaining Team

[Signature]  
Mike Kolassa  
Its Treasurer/Bargaining Team

**FOR THE CITY OF ALBION:**

[Signature]  
Garrett Brown, Mayor

[Signature]  
Sheryl L. Mitchell, City Manager

[Signature]  
Jill Domingo, City Clerk

**APPENDIX A**

**WAGE PLAN – HOURLY RATE**

Effective January 1, 2018  
2%

Position	Wage
Deputy Chief	\$ 28.21
Lieutenant	\$ 26 .73
Sergeant	\$ 25.97

**WAGE PLAN – HOURLY RATE**

Effective January 1, 2019  
2%

Position	Wage
Deputy Chief	\$ 28.77
Lieutenant	\$ 27.26
Sergeant	\$ 26.49

**WAGE PLAN – HOURLY RATE**

Effective January 1, 2020  
2%

Position	Wage
Deputy Chief	\$ 29.35
Lieutenant	\$ 27.81
Sergeant	\$ 27.02

## **APPENDIX B**

### **A. PROMOTION TO LIEUTENANT:**

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.

1. All Candidates are eligible to participate in an oral interview. The interview panel will consist of three area Public Safety officials, one citizen appointed by the Chief and the Chief or his designee. Upon completion of interviews, the panel will rank all candidates.
2. The Chief may select the most appropriate qualified applicant from among those that apply for the position, subject to final approval of City Manager.

### **B. PROMOTION TO DETECTIVE SERGEANT**

1. When the need to fill the position of Detective Sergeant is known, all eligible candidates shall be advised. All interested candidates shall receive an oral interview conducted by the Chief or his designee.

### **C. PROMOTION TO DEPUTY CHIEF**

## **APPENDIX C**

### MEDICAL INSURANCE – SUBSTANTIVE PROVISIONS

1. (HSA) – Substantive Provisions (See Article 12, Section 3.)
  - a. \$2,000/\$4,000 deductible
  - b. Stop loss - \$1000/\$2000
  - c. Prescription Drug Co-pay - \$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 – 24/24/24

## APPENDIX D

### UNIFORMS AND EQUIPMENT

The following items will be furnished by the department:

Dress Hat  
Stocking cap  
Multi-weather coat with removable lining  
Rain Coat  
Neck Tie (1)  
Shirts: Long Sleeve (1) Class A, (2) Class B, (1) Class C  
          Short Sleeve                          (2) Class B, (1) Class C  
Trousers:                  (1) Class A, (3) Class B, (1) Class C

#### Uniform Accessories:

Shoulder Patches for all shirts and coats

#### Class A:

Brest Badge  
Hat Badge  
Name Bar with Serving Since Bar  
Tie Bar  
Whistle and Whistle chain  
Patent Leather:  
Gum Belt  
Holster  
Ammunition Clip Pouch  
Handcuff Case (1)  
(4) Keepers  
Award Medals

Gun Belt  
Holster  
Ammo Pouches  
Hand Cuff Case

*(Class B continued)*

(4) Keepers  
Mace Holster  
Flash light Holster  
Glover Holster  
Radio Holder/Clip  
Hand gun

#### Class C:

Utility BDU type uniform for training and fire fighting

#### Class B

Brest Badge Patch (1) for each shift  
Name embroidered on all shirts  
Nylon Duty Gear:

#### Fire Gear:

Bunker Pants with liner and suspenders  
Bunker coat with liner  
Boots  
Helmet with face shield  
Gloves

Nomex hood  
Safety Glasses  
Pocket Spanner/Utility tool  
MSA mask with Bag  
Gear Bag

## APPENDIX E

### WORK SCHEDULES

The following work schedules are currently being used within the bargaining unit. 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 midnight 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 period begins with the start time of the specific schedule being worked.

## APPENDIX F

### DRUG TESTING POLICY

#### I. PURPOSE

The City of Albion and the Michigan Officers Labor Council ("ACOA") have established a drug program covering all members of the ACOA. 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 urine or blood 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 inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

- 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 8, section 2 of the ACOA 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 or her medical history and any other relevant biomedical information.
- F. Probable Cause--That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an 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. Probationary Employee Drug Testing

All probationary employees hired as outlined in "B" above shall be required as a condition of employment to participate in any unannounced drug tests scheduled during their probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee.

#### C. 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 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. After the Chief has recorded the date, he will ask
4. On test day, all persons working the previous night shift, persons working the on-coming shift as well as the on-coming shift Lieutenant and the corresponding administrative staff will provide a urine sample starting at 07:00 hours and run continuously until all are tested. No one may be tested

more 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. 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.
6. A drug test shall be considered as a condition of acceptance to 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.
7. 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.

#### D. 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.

#### E. 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.

#### F. 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 use of any prescription or non-prescription drugs, or any indirect exposure to drugs. All medical information may 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, the employee will then document that it is the employee's sample.

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 separate specimen bottles/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 at least 15 ml. Each bottle/container will then be sealed with the seals provided on the Custody & Control Form (CCF). Each seal is to bear the same I.D. number which matches the I.D. 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 match 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.

G. Drug Testing Methodology - See chart in Appendix "F"

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

**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
Amphetamines	
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, proficiency in urinalysis, and be Michigan Law Enforcement Officers Training Council (MLEOTC) certified.
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.

H. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

2. 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.

#### I. Drug Test Results

1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, the CITY Administration may use said records as necessary to defend itself in any legal or administrative action.

#### J. 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.

V. Separability and Saving Clause

If any Section of this Appendix shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Appendix or the application of such Section, persons or in circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. The CITY and the UNION agree that if any provision is declared invalid, they will meet at a mutually convenient time for the sole purpose of negotiating only a substitute provision that conforms with the requirements of the legislation.

## APPENDIX G

### LAST CHANCE 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 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 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, in 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 ADPS.

6. Upon clearance by the medical facility designated by the 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 to, as well as follow, all directives given by the employee's 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 ADPS or his designee as may be requested. Failure to follow the employees 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 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 ADPS