

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

**Effective October 1, 2017 – 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 POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to, individually or collectively, as the UNION is effective October 1, 2017 through September 30, 2020.

## **GENDER NEUTRALITY**

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

## **ARTICLE I**

### **PURPOSE AND INTENT**

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

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

## ARTICLE II UNION RIGHTS

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

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

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

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

**Section 3. Union Security.**

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

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

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

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

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

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

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

**Section 4. Dues Check-Off.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE III MANAGEMENT RIGHTS

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

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

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

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

**ARTICLE IV  
NO STRIKE CLAUSE**

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

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

**ARTICLE V  
GRIEVANCE PROCEDURE**

**Section 1. Definitions.**

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

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

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

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

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

**Section 3. Written Procedure.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VI DISCIPLINE DISCHARGE

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

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

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

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

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

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

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

## **ARTICLE VII SENIORITY**

### **Section 1. Seniority Defined.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII LAYOFF AND RECALL

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

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

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

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

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

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

## ARTICLE IX PROMOTION AND ASSIGNMENT

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

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

**Section 2. Job Posting.**

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

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

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

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

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

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

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

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

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

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

**ARTICLE X  
HOURS AND WORK SCHEDULE**

**Section 1. The Regular Work Week.**

**A. 8-Hour Work Schedule:**

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

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

**B. 12-Hour Work Schedule:**

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

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

**12-Hour Work Schedule**

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

**Hours:**

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

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

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

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

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

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

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

**Section 3. Overtime.**

**A. 8-Hour Work Schedule:**

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

**B. 12-Hour Work Schedule:**

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

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

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

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

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

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

H. Overtime shall be paid in increments of fifteen (15) minutes.

I. Compensatory time shall be granted upon the mutual agreement of the employee and the CITY and will be computed at one and one-half (1 ½) hours of compensatory time off for each one (1) hour of overtime worked to a maximum of one hundred sixty eight (168) hours of accumulated compensatory time.

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

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

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

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

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

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

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

**ARTICLE XI  
WAGES**

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

Effective January 1, 2018 – 2.0% increase to Start, Step 1, Step 2 and  
Step 3 positions 2.25% increase to Step 4 position

Effective January 1, 2019- 2.0% increase to Start, Step 1, Step 2 and  
Step 3 positions 2.25% increase to Step 4 position

Effective January 1, 2020 – 2.0% increase to Start, Step 1, Step 2 and  
Step 3 positions 2.5% increase to Step 4 position

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

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

**ARTICLE XII  
FRINGE BENEFITS**

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

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

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

**Section 2. Retirement.**

A. Act 345 Plan – Public Safety Officers

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

2. The employees contribution to the retirement system shall be four (4%) percent of his compensation. Compensation will include base wages, overtime and longevity exclusively. Lump sum vacation and sick leave payments and clothing allowances are not considered compensation for figuring the four (4%) percent employee contribution to the pension program. Half (2%) of the four (4%) percent contribution shall be restricted to a new health care fund within the pension plan to be

used to fund health care for retirees. The fund shall only be utilized to pay retiree health care costs when excess annual earnings from the pension fund do not occur, or are insufficient to pay eligible retiree health care costs.

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

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

- (a) All employees who are hired on or after 01/01/2013 shall make a contribution of (4%) four percent of his compensation.

Compensation will include base wages, overtime exclusively. Lump sum vacation and sick leave payments and clothing allowances are not considered compensation for figuring the (4%) four percent contribution to the pension the pension program. Half (2%) two percent of the above (4%) four percent contribution shall be restricted to a new health care fund within the pension plan to be used to fund health care for retirees. The fund shall only be utilized to pay retiree health care cost when excess annual earning from the pension fund do not occur, or are insufficient to pay eligible retiree health care cost. Refer to Article XII Sec 2(B) Retiree Health Insurance Subsect. 1 for Retiree Health Insurance funding payments.

- (b) No funds so restricted may be utilized for any purpose other than retiree health care. Within (90) ninety days after completion of the actuarial report for the previous fiscal year the CITY and the Union will review the status of this health care fund and decide if any changes are needed.
- (c) At no time that the (2%) two percent into the health care reserve shall it be eligible for refund to any terminating employee, unless

the employee has (5) five years of service or is laid off by the CITY, but shall remain part of the health care reserve.

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

B. Retiree Health Insurance.

1. Act 345 Plan – Public Safety Officers

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

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

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

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

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

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

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

(c)

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

Conditions:

- 1) The provisions of P.A. 1966 No. 28, being MCLA 38.571 and .572 (the "Act") are in full force and effect and permit the use of interest earned on a reserve fund of the CITY's Act 345 retirement system to be used to pay health insurance premiums for retirees under the system.
- 2) The Board of the CITY's Act 345 retirement system has determined that sufficient monies in the system are available under the Act and Article 9, Section 24 of the Michigan Constitution of 1963, to permit the payment of the monthly amount and the Board has affirmatively voted to authorize such payments. The determination shall be made on a year-to-year basis and shall in no event create a liability for the system.
- 3) Eligible retirees receiving CITY health contributions under this section shall be allowed to continue with the CITY's health insurance plan at their own cost (to the extent that the full premium is not covered by the CITY's contribution until the retiree has reached the Medicare eligibility age). To continue such coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment for said premium.
- 4) The retiree must apply for Medicare (or any other government sponsored health insurance program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored health insurance program).

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

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

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

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

C. Purchase Service Pistol upon Retirement. A member who has achieved the conditions required for normal retirement as defined by the Act 345 Plan, and who has retired in good standing with the Employer, shall be offered the option to purchase

their service weapon from the City of Albion at the time of their retirement, at the cost of Twenty-Five (\$25.00) Dollars to be paid by the employee.

**Section 3. Medical Insurance.**

A. The CITY agrees, for the life of the Agreement, to maintain a substantially equivalent level of group hospital, medical, surgical, prescription and dental insurance benefits in effect for its permanent full-time employees with an insurance carrier or carriers authorized to transact business in the State of Michigan (see substantive provisions in Appendix C). The effective date for such insurance shall be in accordance with the New Hire Agreement in effect between the CITY and the insurance carrier on the effective date of this Agreement. The CITY agrees to the 90/10 share of the health insurance (including premium, deductible amount, account fees and taxes) for such insurance coverage for the employee and his dependents with a \$2,000/\$4,000 deductible which is 90% funded by the City of Albion into a Health Savings Account per the PA 152 agreement. The insurance plan will cover spouses and children until age twenty-six (26) as long as the child is qualified under the terms of the insurance program. The insurance plan is provided subject to any changes the carrier makes to the plan during the term of this Agreement. It is agreed to have a re-opener on the Health Care in reference to the Affordable Care Act.

B. New hires will received a pro-rated quarterly HSA contribution.

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

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

- Coverage shall cease upon employee becoming eligible for Medicare coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other than during the open enrollment period, an employee cannot re-enroll back into the CITY's health care plan except under a qualified life event change

as defined by the insurance carrier. A qualified life event change generally includes the following:

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

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

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

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

**Section 10. Clothing Allowance.**

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

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

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

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

**Section 11. Educational Incentive.** Officers in the classification of Public Safety Officers who have had three years' experience as sworn officers with the CITY, shall be paid an educational bonus for degrees and credits earned in Public Safety related courses. Such incentive bonus shall not be considered when calculating the employee's regular hourly rate of pay. The amount of education bonus shall be as set forth below:

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

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

### **ARTICLE XIII LEAVE TIME**

#### **Section 1. Holiday Pay**

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

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

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

B. 12-Hour Shift:

Employees who are regularly scheduled to work on a Federally recognized holiday, shall receive two times (2X) their regular salary for all hours worked

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

C. 8-Hour Shift:

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

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

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

**Section 2. Vacation Pay**

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

SENIORITY	VACATION HOURS EARNED
1-5 years	3.39 hrs. Accrual per pay period (max 88 hrs.)

6-14 years	4.93 hrs. Accrual per pay period (max 128 hrs.)
15 year or more	6.93 hrs. Accrual per pay period (max 180 hrs.)

After the employee has attained seniority status, he/she shall accrue, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include authorized vacation, compensatory time, sick time, workers' compensation time, funeral leave, etc.) the number of hours indicated in the table above for paid vacation time. If an employee has paid time of less than 72 hours in a pay period, then he/she shall not accrue the allotted vacation hours for that pay period. The vacation hours accrued each year shall be transferred to the employee's current vacation bank on the employee's seniority date each year.

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

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

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

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

1. Paid Time Off. For employees hired on or after 01/01/2013 vacation and sick time will be combined into Paid Time Off (PTO).
2. Paid Time Off (PTO)
3. \*New Hires will earn 6.46 hours per pay period from the date of hire to December 31<sup>st</sup> of the year hired.

<u>SENIORITY</u>	<u>PTO HOURS EARNED</u>
* 0-1 year	6.46 hours per pay period
1 – 5 years	168 hours*
6 – 14 years	208 hours
15 + years	250 hours

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

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

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

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

#### 4. Other PTO Terms

- (a) Long-term Disability
- (b) Gap Bank – Up to 84 hours per year. Maximum of 480 hours. Once Gap Bank reaches 480 hours, the employee must use all but 84 hours of PTO time or it is forfeited.
- (c) Retirement – Employee may cash out up to 240 hours.
- (d) Credited to PTO Bank – On January 1<sup>st</sup> of each year. For new hires – PTO is prorated from date of hire and spread over the bi-weekly pay periods, which are banked and then made available after the successful completion of the 3 month probationary period.
- (e) For any illness/disability employee must use five (5) consecutive days of PTO time before using time in GAP Bank and may be used up until long term disability becomes available. GAP Bank cannot be used to replenish PTO time.

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

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

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

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

To be eligible to receive this wage supplement, an employee must give the CITY notice of their call to jury duty as promptly as practical, and must provide evidence of their performance of jury duty and their jury duty pay. If an employee does not have to report for jury duty on a given day and they are scheduled to work they must report to their regular workstation.

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

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

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

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

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

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

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

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

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

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

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

An employee hired before January 1, 2008, who is leaving the service of the CITY through retirement, excluding deferred retirement, will be paid on the existing bi-

weekly schedule, or in one lump sum, at the discretion of the employee, for a maximum of nine hundred and sixty (960) hours of unused accumulated time off at the rate of sixty-five (65%) percent of the accumulated credit at his wage in effect on the date of his retirement for each hour of such accumulated credit. The payment for accumulated time off shall not be included in FAC. Upon death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, will be paid in one lump sum for the maximum nine hundred and sixty (960) hours of unused time off which then remain to his credit at the rate of sixty-five (65%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit.

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

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

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

An employee who falls ill or is injured and who expects to be off work must notify the Public Safety Department as promptly as practicable under the circumstances but, in any event, no later than the beginning of his scheduled shift on the day of his

absence from work. His failure to promptly notify the CITY may result in denial of his claim for paid time off credit.

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

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

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

#### **Section 10. Bereavement Time, With Pay.**

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

- Four (4) days for death of a spouse, child, step-child, parents, or step-parents

- Three (3) days for sister, brother, mother-in-law, father-in-law, grandchildren
- Two (2) days for grandparents, grandparent-in-law, brother-in-law, sister-in-law, or other member of employee's immediate household to the extent that a federal income tax exemption, in the most recent year of filing, was allowed as a dependent member of the household

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

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

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

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

**Section 11. Birthday Paid Day Off.**

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

**ARTICLE XIV  
RESIDENCY**

All employees hired into the bargaining unit on or after the effective date of this Agreement must, as a condition of their continued employment (after the initial

orientation period) reside within 20 miles of the corporate City limits of the City of Albion, Michigan.

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

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

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

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

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

Employees employed in the bargaining unit before March 27, 1983 who did not reside within a five (5) mile radius from the City limits, or who reside within the five (5) mile radius, are exempt from the provisions of this Article, provided that such employees, if they change their place of residence, shall become and remain a resident of and reside within twenty (20) miles of the corporate City limits of the City of Albion, Michigan. The building of a new structure on the same parcel of land, on which the employee's previous residence existed, will not be deemed to be a change in residence for the purpose of this section.

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

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

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

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

## **ARTICLE XV MISCELLANEOUS**

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

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

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

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

## **Section 2. Training and Certification.**

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

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

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

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

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

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

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

### **Section 3. Medical Tests and Requirements.**

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

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

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

D. In order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free public safety profession, this department shall

maintain a drug testing program to detect prohibited drug use by all UNION members as provided for in Appendix G of this Agreement.

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

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

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

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

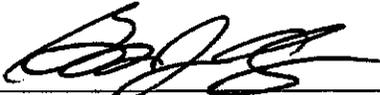
**Section 8. Separability.** If any provision of this Agreement be held invalid under the existing legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

**ARTICLE XVI**  
**DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from October 1, 2017 until 12:00 midnight September 30, 2020, and thereafter for successive periods of one (1) year, unless either party shall at least sixty (60) days prior to September 30, 2020, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless the parties have agreed to the terms of a new Agreement or have agreed to extend the existing Agreement for a stated period.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the 16<sup>th</sup> day of ~~October~~ <sup>January</sup> ~~1, 2017~~ <sup>2018</sup>.

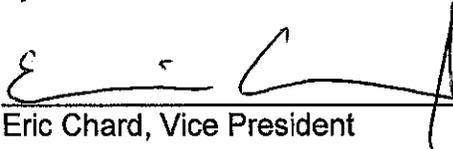
**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**



Gregg Allgeler  
Its Business Manager



Tyler Collins, President



Eric Chard, Vice President

**CITY OF ALBION**



Garrett Brown, Mayor



Sheryl L. Mitchell, City Manager



Jill Domingo, City Clerk

**APPENDIX A-1**

**WAGE PLAN**

**January 1, 2018–December 31, 2018**

**Start, Step 1, Step 2 and Step 3- 2% Increase**

**Step 4- 2.25% Increase**

Public Safety Officer (PSO)

<b>Effective</b>	<b>Start</b>	<b>Step 1*</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1-1-2018	\$41,009.98	\$43,018.84	\$45,203.26	\$47,523.86	\$49,971.15

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

**WAGE PLAN**

**January 1, 2019 – December 31, 2019**

**Start, Step 1, Step 2 and Step 3- 2% Increase**

**Step 4- 2.25% Increase**

<b>Effective</b>	<b>Start</b>	<b>Step 1*</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
1-1-2019	\$41,830.18	\$43,879.22	\$46,107.33	\$48,474.34	\$51,095.50

**WAGE PLAN**

**January 1, 2020 – December 31, 2020**

**Start, Step 1, Step 2 and Step 3- 2% Increase**

**Step 4- 2.5% Increase**

Effective	Start	Step 1*	Step 2	Step 3	Step 4
1-1-2019	\$42,666.78	\$44,756.80	\$47,029.48	\$49,443.83	\$52,372.89

- Any personnel hired without police and/or fire certifications shall start at the Start wage listed in the current collective bargaining agreement.

**General Notes**

- Movement between steps is based on one (1) year at the previous step and obtaining a satisfactory one (1) year evaluation at each step.
- The hourly wage rate will be determined by dividing the above annual base salaries by 2,184 hours.
- Any new hire that has at least 2, but not more than 4 years of full time certified road experience and fire certification police service with a municipality within the State of Michigan may start at Step 2 of the pay scale, regardless of completing field training or not. The years of services with other municipalities will not transfer over to seniority within the bargaining unit and/or City of Albion.
- Any new hire that has at least 4 years of full time certified road experience and fire certification police service with a municipality within the State of Michigan may start at Step 3 of the pay scale, regardless of completing field training or not. The years of service with other municipalities will not transfer over to seniority within the bargaining unit and/or City of Albion.
- Any personnel hired without police and/or fire certifications shall start at the Start wage listed in the current collective bargaining agreement.

**APPENDIX B-1  
PROMOTION TO SERGEANT RANK**

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

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

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

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

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

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

## **APPENDIX B-2**

### **APPOINTMENT TO INVESTIGATOR**

An officer will be eligible to be considered for assignment to the Investigative Bureau after completion of two years with the department. Assignment to the Investigative Bureau who is cross-trained and working as a PSO with two (2) years' law enforcement experience with ADPS. They must submit a letter of interest outlining qualifications, coupled with an interview by a panel consisting of one ADPS official, Sergeant or higher, an area detective and another member of area law enforcement – who make a recommendation to the ADPS Chief. Assignment will be made by the

Chief for a period of three (3) years subject to satisfactory performance; however, it may be extended for additional time at the Chief's discretion, for a total period not to exceed six (6) years.

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

## **APPENDIX C**

### **MEDICAL INSURANCE – SUBSTANTIVE PROVISIONS**

1. Medical Insurance – Substantive Provisions (See Article XII, Section 3.A)
  - a. \$2,000/\$4,000 deductible
  - b. The City will contribute a 90% contribution with employees contributing the remaining 10% through payroll deductions.
  - c. Stop loss - \$1,000/\$2,000
  - d. Prescription Drug Co-pa - \$20 generic/\$60 brand name/50%-\$80-\$100 after deductible
  - e. Blue Cross dental plan – 75/75/50/50, \$800 annual max; ortho \$800 lifetime
  - f. Blue Cross vision plan

## **APPENDIX D**

### **UNIFORMS AND EQUIPMENT**

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

1. Uniform Dress:
  - Dress hat
  - Hat Badge

Collar brass  
Necktie  
Tie Bar  
Whistle and Chain  
Name Plate  
Badge

2. Uniforms:

3 long sleeve working uniform shirts  
3 short sleeve working uniform shirts  
1 long sleeve class a uniform shirt  
1 pair class a uniform pants  
3 pairs of pants  
Pair of BDU's  
Winter coat  
Rain coat  
Winter hat

3. Equipment:

Gun belt  
Lighted holster with light  
Magazine pouch  
Taser holster  
2 handcuff cases  
2 pairs of handcuffs  
Radio with holder  
Flashlight holder  
Handcuff key  
Pistol  
Fire pager with holder  
Belt keepers  
Bullet resistant vest  
Vest Carrier

4. Fire Equipment:

Bunker pants  
Bunker coat  
Helmet  
Gloves  
Boots  
Nomex hood  
Suspenders  
Mask

5. Misc. equipment:

- Personal locker
- Department keys
- Department cards (ID and door key)

## **APPENDIX E WORK SCHEDULES**

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

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

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

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

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

## **APPENDIX F DRUG TESTING POLICY**

I. PURPOSE

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

## II. POLICY

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

The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties.

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

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

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

## III. DEFINITIONS

- A. Public Safety Officer – Those sworn officers who have been vested with both law enforcement and firefighting duties and responsibilities.

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

#### IV. PROCEDURES/RULES

##### A. Prohibited Activity

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

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

B. Applicant Drug Testing

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

C. Probationary Employee Drug Testing

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

D. Employee Drug Testing

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

Public Safety will maintain a current list of those individuals serving on the RAID team and SWET.

8. A Public Safety employee shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy only if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug dependency problem prior to being advised that they are to submit to a drug test.

E. Penalty

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

F. Rehabilitation Program

1. Under this program, any Public Safety employee may volunteer to enter a drug education/rehabilitation program after admitting to a drug dependency problem in writing and before being notified that he will be tested.
2. This program will require the individual's enrollment in a CITY approved/supervised in-patient treatment facility, followed by participation in a CITY approved/supervised out-patient treatment program as directed by the CITY.
3. Participants in the rehabilitation/treatment program will be subject to unannounced periodic testing for drugs for a period of three (3) years. A participant who fails any drug test or who uses any controlled substance again, except under doctor prescription, shall be immediately suspended with pay pending verification of the drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged.

4. An employee's failure to fully participate in and/or successfully complete the rehabilitation and follow-up program will result in immediate dismissal from CITY employment.
5. The drug education program and in-patient treatment referred to in this section shall be paid for by the employee, subject to the City provided insurance program.
6. Employees will be allowed to use accrued sick leave, vacation and compensatory time benefits until such time as the Chief of Public Safety determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. The Chief will make a decision within 10 calendar days with regard to the employee's work status upon receipt of all appropriate medical records and evaluations. Successful completion of the prescribed treatment program and certification by a physician, designated by the City, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of medical records to the Chief of Public Safety relative to his treatment.

G. Drug Testing Procedures

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

4. The bathroom facility of the testing area shall be private and secure.
  - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample and document that it is the employee's sample and it is free of any foreign substance.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than two hours to give a sample, during which time he shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
6. The urine specimen will be collected as a "split" sample, that is, collected as one and immediately poured off into two (2) separate specimen bottle/containers "A" and "B" by the collector in the presence of the donor. Bottle "A" should contain at least 30 ml; bottle "B" should contain as least 15 ml. Each bottle will then be sealed with the seals provided on the Custody & Control Form (CCF). Each seal is to bear the same ID number which matches the ID number on the CCF. Both specimens are to be submitted to the laboratory. Any specimen found "presumptively positive" by the initial screening process will automatically undergo confirmatory testing by GC/MS for the analyte/s indicated to be "presumptive positive". Sample "A" will be used for the confirmation testing. Sample "B" will be kept at the testing laboratory along with "A" until discarded with the originally tested specimen (i.e. 7 days in the case of a "negative" screen analysis); or FROZEN for a minimum of 12 months along with the originally tested specimen (in all cases of

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

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

#### H. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
  - a. Initial screening test
  - b. Confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as “presumptive positive”. Notification of test results to the Chief shall be held until the confirmation tests results are obtained and verified by the MRO.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

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

**Initial Test Level**

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

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

**Confirmatory Test Level**

Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	2000
Codeine	2000
Phencyclidine	25

Amphetamine	500
Methamphetamine	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoylcegonine	
Barbiturates	200

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and proficiency in urinalysis.
7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file.
8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be immediately suspended from duty with pay pending verification of said offense. Upon verification of said offenses the employee will be immediately discharged.

I. Chain of Evidence – Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. When a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.

J. Drug Test Results

1. All records pertaining to department-required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, the City Administration may use said

records as necessary to defend itself in any legal or administrative action.

K. Procedures for Implementation of the Last Chance Agreement

1. An employee shall only be offered the Last Chance Agreement if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug dependency problem prior to being advised that they have been selected to submit to a drug test.
2. A standard letter of conditions for continued employment (Last Chance Agreement) must be signed by Department and employee (see attached form).
3. Employee must attend the employee assistance program and/or an authorized rehabilitation source.
4. Employee must sign a form releasing any and all information requested by the Chief relative to medical/psychological records involved with his treatment.
5. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. Employee must pass a medical examination administered by a medical facility designated by the Chief of Public Safety before returning to duty. The examination shall screen for drug use, mental and physical impact of the prior drug usage.
7. Employee may be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Chief of Public Safety.
9. The employee shall be subject to the terms of this program for three (3) years after their return to work.

10. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
11. Employee must be advised that the employee is not obligated to sign the Agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

## **APPENDIX G**

### **CITY OF ALBION LAST CHANGE AGREEMENT**

RE: \_\_\_\_\_

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

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

NOW, THEREFORE, it is agreed that:

1. Employee must sign a form releasing all information to the Chief of ADPS or his designee relative to medical or psychological records involved with his treatment.
2. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an ADPS authorized rehabilitation source.
3. Employee must pass a medical examination administered by a medical facility designated by the Chief of ADPS before being allowed to return to

- duty. The examination shall screen for drug use and the physical and mental impact of the Employee's prior drug usage.
4. Employee may, at the discretion of ADPS, be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
  5. Upon being authorized to return to duty, Employee must submit to periodic drug testing on a timetable as determined by the Chief of ADPS.
  6. Upon clearance by the medical facility designated by ADPS, Employee shall be returned to ADPS as an employee.
  7. Once returned to duty, Employee will present himself to the ADPS's employee assistance program for evaluation and agree, as well as follow, all directives given by the employee assistance program for a period of at least three (3) years. Employee agrees to sign appropriate forms releasing information relative to medical or psychological records involved with his treatment to the Chief of ADPS or his designee as may be requested. Failure to follow the employee assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow employee assistance program directives.
  8. Employee shall submit to drug testing as ordered by the Chief of ADPS. If any such test shows a positive result for the presence of illegal drugs, Employee will be immediately suspended with pay pending verification of the drug policy violation.
  9. Employee releases the CITY and UNION from all liability and claims Employee may have had or now has with respect to his employment with the ADPS whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Albion and Employee's collective bargaining agent.
  10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understand all the terms of this Last

Chance Agreement. This Last Chance Agreement is freely and voluntarily entered into by all parties without any duress or coercion.

11. The actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.
12. In the event Employee grieves and attempts to appeal to arbitration his discharge because of the violation of any condition of this Last Chance Agreement, said grievance shall be barred by release and waiver and an arbitrator shall have no authority to modify the penalty imposed by the ADPS.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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EMPLOYEE

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CHIEF OF ADPS