

6/30/92

A G R E E M E N T

BETWEEN

THE

CITY OF SPRINGFIELD

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Springfield City

Effective: July 1, 1989

Terminates: June 30, 1992

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AGREEMENT

THIS AGREEMENT is entered into between the City of Springfield, Michigan, and members of the Springfield Police Department possessing the rank of patrol officers who are represented in accordance with this Agreement by the Police Officers Association of Michigan, for the purpose of establishing wage rates, hours of employment, working conditions and other terms and conditions of employment in accordance with the Public Acts of the State of Michigan in order to improve the relationship between the parties. Hereafter, the City of Springfield shall be referred to as the "Employer," and the Police Officers Association of Michigan shall be referred to as the "Union."

ARTICLE I RECOGNITION

1.0: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive agent for the purposes of collective bargaining with respect to the rates of pay, hours of employment and other conditions of employment for all of the employees employed in the Department in the following described unit:

All Patrol Officers below the rank of Sergeant employed in the Springfield Police Department as regular full-time employees.

1.1: Other Agreements. The Employer shall not enter into any other agreements with employees in this bargaining unit individually or collectively, or with any other organization which in any way conflicts with the provisions hereof, nor may such other organizations represent any employee(s) with respect to wages, hours or conditions of employment, or in derogation to the exclusive bargaining agent of this Union.

ARTICLE II REPRESENTATIVES

2.0: Bargaining Team. The bargaining team shall be elected by the Union and shall be limited to four (4). Of that number, two (2) shall be released for such purposes of bargaining when it occurs during their normal work shift without loss of time or pay. The other two (2) members may be non-local Union representatives selected by the Union. The Union shall furnish the Employer in writing the names of its collective bargaining team prior to the commencement of negotiations and any changes thereto, if necessary. If both members of the bargaining team are employed on the same work shift, only one (1) employee will be released to attend such bargaining sessions and an alternate will be selected to attend.

The bargaining team will be paid for their time spent in

negotiations with the Employer in the event they are scheduled to work during the bargaining meeting. Said time shall be for only straight time hours they would otherwise have worked had they worked their regularly scheduled shift. The employee scheduled to work the day of a pre-arranged bargaining meeting shall be credited with the number of hours spent in bargaining as time worked during their tour on that day. No pay shall be paid to the employee who is not scheduled to work.

2.1: Chief Steward and Alternate Stewards: Union employees shall select a Chief Steward who shall be a regular employee who will represent them. Union employees on each shift may also select an Alternate Steward who shall be a regular employee working on that shift to represent them in the absence of the Chief Steward. The Chief Steward or Alternate Steward shall, during his working hours, without loss of time or pay in accordance with the terms of this Section, investigate and process grievances upon having received permission from their supervisor to do so. The supervisor shall grant permission within a reasonable time after the first hour of the shift for such Steward to leave his work for these processes, subject to the necessary emergency exceptions. The privilege of such Union Stewards leaving work without loss of time or pay is subject to the understanding that only reasonable time will be devoted to the investigation and processing of grievances and will not be abused. Any abuse of this time will result in disciplinary action by the Employer and the Union.

2.2: Visits by Union Representatives. The Employer agrees that accredited representatives of the Union shall have reasonable access to the premises of the Employer during regular business hours to conduct Union business. Such representatives shall give advance notice of their desired meeting to the supervisor concerned who will arrange a time and a place for the meeting.

2.3: Office Space. The Employer will, from time to time, make space available for use by the Steward.

ARTICLE III SECURITY AND CHECKOFF

3.0: Non-Discrimination. The Employer and the Union agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such Member's, or other person's, race, creed, color, sex, political affiliation or national origin. The Employer shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis. The Employer and the Union further agree not to discriminate against any employee because of membership in the Union.

3.1: Security. It is agreed and understood that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this

Agreement as a condition of continued employment. All present employees covered by this Agreement who, on the effective date hereof, were not members of the Union shall, within thirty-one (31) days after the effective date hereof, become and remain members in good standing as a condition of continued employment or shall cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as set forth by the Union.

3.2: Checkoff. The Employer agrees to deduct from the wages of each individual employee in the bargaining unit who voluntarily becomes a member of the Union, dues subject to the following subsections:

- A. The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- B. All checkoff authorization forms shall be filed with the Employer's Finance Department who shall return any incomplete or incorrectly completed forms to the Union's Treasurer and no checkoff shall be made until such deficiency has been corrected.
- C. All other employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due to the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, state, national or other dues or assessments or other amounts for Union activities. The fair share representation fee shall be subject to that amount which the Treasurer of the Union so notifies the Employer.
- D. The Employer shall not enter into any agreement with one (1) or more of the employees defined in the bargaining unit of this Agreement or with any other organization which in any way conflicts with the provisions hereof.

- E. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees as in accordance with this Section. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.
- F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Personnel Director, and the amount owing the Union shall reflect accordingly with the next payment from the employee and due the Union.
- G. The Employer shall check-off only obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover the obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.
- H. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer's Personnel Director within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- I. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from any employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

CHECKOFF AUTHORIZATION FORM

POLICE OFFICERS ASSOCIATION OF MICHIGAN

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues

of \$ _____ per month or my fair share representation fee of \$ _____ per month. The amount deducted shall be paid to the Treasurer of the Union according to the Agreement between the Employer and the Union.

This authorization shall remain in effect until by written notice to the Employer, as provided by the Agreement, I request its revocation.

(PLEASE PRINT) _____
Last Name First Name Middle Initial

Date Deduction to Start: _____
Month Year

Social Security Number: _____ - _____ - _____

Address: _____
Street

_____ City State ZIP Code

Employee's Signature: _____

Dated Signed: _____

ARTICLE IV
EMPLOYER RIGHTS

4.0: Operation. The Union recognizes the prerogatives and responsibilities of the Employer to operate and manage its affairs in all respects in accordance with its powers, authorities and obligations to its citizens. The Union further recognizes that the Employer retains the right to:

- A. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered.
- B. Hire, assign, accomplish reductions in work force where justified by lack of work or funds by means of layoff as defined in the layoff section of this Agreement.
- C. Permit employees not included in the bargaining unit to perform bargaining unit work functions in emergency situations when, in the opinion of management,

this is necessary for the conduct of services.

- D. Discharge and discipline employees for just cause.
- E. Adopt, revise and enforce reasonable rules and regulations.
- F. Transfer, promote, demote employees from one classification, unit or shift within the Department to another with just cause.

4.1: Enforcement. Rules, regulations, policies and procedures concerning the management of the Employer of the terms of this Agreement and any other such policy or procedure which shall affect the rates of pay, wages, hours of employment or other conditions of employment of the employees covered hereby shall be subject to the grievance procedure as set forth herein.

ARTICLE V
UNION AND EMPLOYEE RIGHTS

5.0: Bulletin Boards. The Employer will provide a bulletin board in the Police Department which may be used by the Union for posting notices limited to:

- A. Notices of Union recreational or social events.
- B. Notices of Union election and results.
- C. Notices of Union meetings and results.
- D. Official Union communications.
- E. Official social communications.
- F. Other information which is not derogatory to the Employer or its administration.

5.1: Personnel Files. Employee police personnel files shall be kept under the direct control of the Chief of Police. The Employer shall not allow anyone other than those responsible for police department operations and/or administration to read, view, have a copy of, or in any way peruse in whole or in part the personnel file or any document which may become a part of these except as otherwise required by law.

An employee by right may review his own personnel file as to its content, except background investigation and the files relative to an active internal affairs investigation in progress. All requests to review personnel files shall be upon written

request to the Chief of Police.

5.2: Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon written request by either party. The written request will be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. The discussion shall be limited to the matters set forth on the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days from receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented at special meetings by not more than three (3) persons.

The Union may meet at a place designated by the Employer on the Employer's property for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made. Employee representatives of the Union shall be paid by the Employer for their time spent in special meetings, but only for straight time hours they would otherwise have worked on their regularly scheduled shift.

5.3: Equality of Treatment. It is agreed between the parties that the Employer is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies or regulations that will insure such equality of opportunity, consideration and treatment of all members by the Employer and in all phases of the employment process.

5.4: Provisions for Legal Counsel. Whenever any claims are made or legal action is taken against any employee for any injuries to person(s) or property caused by the acts of the employee while acting within the scope of his authority, the Employer will pay for, engage in, or furnish the services of any attorney to represent such employee. Said legal counsel to be determined by the Employer.

However, the Employer shall not retain, engage or furnish an attorney to represent any employee for any injuries to person(s) or property caused by acts of the employee while engaged in intentional torts contrary to law or while in working in the employ of a person or corporation other than the City of Springfield.

5.5: Financial Disclosure. A law enforcement officer shall not be required or requested to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures, including those of a member of his immediate family or household, unless the information is necessary

to investigate a possible conflict of interest with respect to the performance of his official duties or unless ordered by a court of law.

5.6: Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he cannot perform his regular job, the Employer will make every effort to place the employee in a position that he is physically and mentally able to perform.

ARTICLE VI DISCIPLINE

6.0: Discipline is primarily the responsibility of the first line supervisor and is intended to be positive or developmental rather than negative or punishing procedure.

Disciplinary action includes all forms of discipline up to and including discharge.

Although the principles of corrective discipline and progressive punishment are generally applied, the Employer reserves the right to implement immediate discharge if the offense is of such a nature to warrant such.

All disciplinary action shall be for just cause.

6.1: Whenever disciplinary action is taken against an officer, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

6.2: Employees shall be permitted the presence of a Union Steward if they so request at the time disciplinary action is initiated against the employee.

6.3: In the event an employee is disciplined or discharged and he believes he has been unjustly disciplined or discharged, such shall constitute a case arising under the grievance procedure.

6.4: The employee against whom the charges have been made may be represented at any hearing by the Steward or another Union representative. The City may be represented at such hearing by the representative of its choice.

6.5: Past infractions may be used in administering discipline up to a two (2) year period, and after the two (2) year period, past infractions shall not be used against any employee of the bargaining unit, however, for the past infraction to be used against an officer, he must have received a copy of the infraction at the time it was entered into his personnel file or at the time it was first written, whichever is earlier. In any case,

the officer must be provided with a written copy of any infraction placed within the personnel file, however, past infractions involving suspension shall remain permanently within the personnel file.

6.6: In the event it should be decided under the grievance procedure that the employee was unjustly disciplined, the Employer shall reinstate such employee and pay full compensation, partial or no compensation, if any, shall be at the employee's regular rate of pay at the time of such discipline less any compensation earned or unemployment benefits received by the employee during the period of time he was off work due to discipline.

6.7: Probationary employees shall not be entitled to benefits and procedures herein provided in cases of disciplinary action.

ARTICLE VII GRIEVANCE PROCESSING

7.0: Definition of Grievance. For the purpose of this agreement, "grievance" means any dispute regarding the meaning, interpretation or alleged violation of the terms and provisions of this agreement. For the purpose of the grievance procedure, "days" shall be defined as Monday through Friday, excluding Saturday, Sunday and holidays.

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

7.2: Timely Action. Grievances shall be presented promptly, and in all cases, no later than five (5) days from the time the employee should have reasonably known that he had grounds for a grievance. The immediate supervisor, command officers and reviewing officers shall consider promptly all grievances presented to them within their scope of their authority and take such timely action as is required.

7.3: Format and Processing Steps.

Step 1. All grievances shall first be discussed orally with the grievant's immediate supervisor, and if the matter is not resolved by discussion, the grievant shall meet with the Chief of Police or his designee and orally discuss the grievance. The grievant may have a Steward present during these discussions.

Step 2. If the grievance is not resolved in Step 1 and the Union representative wishes to carry it further, the Union representative must reduce the grievance to writing and present it to the Chief or his designee within five (5) days after the answer in Step 1. The grievance shall be dated and signed by the aggrieved employee and his Union representative and shall set forth the facts, including dates and provisions of the agreement

that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief or his designee receives the written grievance. At the time it is received, it shall be dated and a copy returned to the Union. A meeting will be arranged by the Union representative and the Chief or his designee to discuss the grievance. The Chief or his designee will then answer the grievance in writing within five (5) days from the date of the meeting at which the grievance was discussed.

Step 3. If the answer to Step 2 is unsatisfactory to the Union, the grievant and the Union may, within three (3) days from receipt of the Step 2 answer, appeal the matter to the City Manager or his designee. This appeal must be signed by the grievant and the Steward. The City Manager or his designee shall, within ten (10) days of the receipt of this appeal, schedule a meeting to hear the dispute and render a written decision. This meeting shall be with the Union bargaining committee which shall, at the option of the Union, include or not include the bargaining team's non-local Union representative or other persons as deemed necessary and such other persons as the City Manager or his designee may feel necessary to obtain full information upon which to render his decision. Within five (5) days after the hearing the City Manager or his designee shall present his written answer to the Chief Steward or Alternate Steward. Any decision rendered by the City Manager or his designee that is satisfactory to the Union shall be final and binding on all concerned, including the Union, the grievant, the bargaining unit and the Employer.

Step 4. In the event that that answer provided in Step 3 is not satisfactory to the Union, the Union may submit a demand for arbitration within twenty (20) days in accordance with the procedures of the Federal Mediation and Conciliation Service (FMCS). An arbitrator shall be selected from a panel of seven (7) names submitted by the FMCS. The parties shall alternately strike names from the list with a right of first strike being decided by the flip of a coin. The last remaining name shall be the arbitrator. It shall be the responsibility of the Union to notify the arbitrator of the selection. The arbitration shall be conducted in accordance with the rules of the FMCS. The arbitrator shall render his decision within thirty (30) days of submission of briefs, or within thirty (30) days of the close of hearing if briefs are waived by both parties.

7.4: Powers of the Arbitrator. The arbitrator shall have no power to amend, add to, ignore, change, or modify the provisions of this agreement or the written rules and regulations of the Department or of the Employer, and the arbitrator's decision shall be limited to the application or interpretation of the above and to the specific issue presented to him. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award

to either party the remedy he considers appropriate to the circumstances. The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fees and expenses of the arbitrator shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employee(s) involved, the Employer and its officials, including the Chief of Police, the City Manager, and their designated representatives.

7.5: Rules of Grievance Processing. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when the time for disposition expired. In the event that a grievance is not timely filed or appealed within the time limits prescribed in this agreement, no grievance shall be deemed to have existed or as the case may be, shall be considered as settled on the basis of the Employer's last answer.

The time limits at any step of the grievance procedure may be extended only by a written mutual agreement between the Employer and the Union.

The parties agree that the grievance procedure is intended to resolve disputes regarding the agreement. In the event that an employee elects to pursue a remedy through any other forum then he/she shall be deemed to have waived his/her rights to the grievance procedure.

There shall be no appeal from an arbitrator's decision made in accordance with his authority granted herein.

7.6: Expedited Grievances. Grievances commenced involving discharge, discipline, or suspension, or expedited grievances involving discharge, discipline, or suspension may be commenced at the Step 3 level of the grievance procedure.

7.6: Individual Grievances. Notwithstanding any other provisions herein, individual employees may present their own grievance to the Employer and have them adjusted without the intervention of the Steward or Union officers. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union. If an individual settles his own grievance, the settlement shall be binding only upon the employee concerned and it shall not set precedent or be binding upon the Union or any other member of the Union.

7.7: Grievance Form. The grievance form shall be used in filing a grievance. One copy of the form shall be the property of the employee filing the grievance. When filing a grievance, the Union, the Employer and the employee will be required to

submit all available information and defenses at each step of the grievance procedure.

The Employer and the Union shall agree on a grievance form if one is not already in use. Once such agreement is reached on the form and provided by the Union and employees as requested, this form shall be used exclusively in filing grievances.

7.8: Consolidated Grievances. The parties may, by mutual consent in writing, agree that grievances be consolidated for settlement and/or arbitration. If any grievance is consolidated, the decision shall apply to all employees involved.

ARTICLE VIII STRIKES AND ILLEGAL ACTIVITIES

8.0: The parties to the Agreement mutually recognize that the services performed by employees covered herein are services essential to the public health, safety, and welfare. The Union therefor agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance for the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere with the services of the City as long as this contract is in force.

8.1: Any employee who engages in any activity prohibited by Section 8.0 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge.

ARTICLE IX WORK SCHEDULES

9.0: Workweek. Employees covered by this Agreement shall be required to be on duty a minimum of eight (8) consecutive hours during each scheduled duty day, excepting as excused by the Employer. The official workweek shall be forty (40) hours, and shall begin at the commencement of the night (first) shift on Saturday evening.

9.1: Work Schedule: A shift schedule shall be posted indicating the normal work day of every bargaining unit employee of the department.

- A. Definitions: [1] "Shift" shall mean a period of eight (8) consecutive hours during each scheduled duty day; [2] "Rotation" shall mean the four (4) months worked on a shift.

- B. Shifts will rotate every four (4) months. The implementation of the rotation will occur during the first week of January, May and September.
- C. The Chief of Police shall establish the hours of shifts and the manpower allocation for each. Probationary officers may be assigned to any shift in the sole discretion of the Chief.
- D. Officers shall submit bids for their shift preference by seniority, no later than twenty (20) calendar days prior to the end of the rotation.
- E. Rotation Limitation: [1] An officer may elect to bid two (2) rotations (eight consecutive months) on the same shift; [2] After working two (2) consecutive rotations an officer must rotate to a different shift; [3] A maximum of eight months during a calendar year may be spent on a shift.
- F. The schedule shall be posted at least fourteen (14) calendar days prior to implementation.
- G. Requests for exchanges of shifts by officers may be granted at the discretion of the Chief of Police when presented in writing and may not exceed twenty (20) working days for the duration of the shift.
- H. Changes in the posted shift schedule may be made by the Chief of Police to meet special needs of the department, emergency situations, or by mutual agreement between the Chief of Police and the Union.

9.2: Overtime. Overtime is defined as work performed by an officer in excess of eight (8) hours in a day in a twenty-four (24) hour consecutive period beginning with the first hour worked. All employees who work in excess of the regular scheduled work days or scheduled work hours shall be eligible for overtime pay or compensatory time as outlined below, subject to the following limitations:

- A. If an officer voluntarily switches shifts, the above provisions for those involved in the "voluntary shift" shall

not apply.

- B. The above provisions shall not apply during schedule changes provided the officer shall not work more than sixteen (16) hours in a twenty-four (24) hour period or sixteen (16) hours in a row. If such were to occur, all time in excess of eight (8) hours shall be at time and one-half (1-1/2) rate. This exception shall apply only for that twenty-four (24) hour period involved in the schedule change.
- C. Overtime shall include the signing of complaints and meetings with prosecuting officials. Overtime shall also be paid when an employee is required to return to work for any meetings or discussions with the administration of the City or the Police Department when ordered to do so by the Chief of Police, city officials or their representatives.
- D. Officers shall receive time and one-half (1-1/2) their regular rate of pay for overtime.

9.3: Overtime Equalization.

- A. Overtime hours shall be divided as equally as practicable among all patrol officers. An up-to-date list showing overtime hours and seniority dates will be posted in the Department.
- B. Any overtime that is to be worked will be given to the employee with the least amount of overtime and whether the employee works the overtime or refuses to work the overtime, the next officer with the least amount of overtime will be asked and the process will continue in this manner. This process shall be cumulative over the fiscal year. When the first officer is called for overtime and he refuses, he shall be required to return a call to the station within thirty (30) minutes. Overtime for probationary employees shall be at the discretion of the Chief of Police. An employee may, by verbal or written communication with the Chief of Police, remove himself from this procedure with

the understanding that if all other men had been called and refused to work, if the employee is the low officer on the list, the employee may be ordered in.

- C. When the need for overtime arises within the Department, a patrol officer shall be called to replace a patrol officer per the equalization of overtime list.
- D. When a command officer is not on duty on a given shift, the patrol officer possessing the greater seniority works the shift shall receive sergeants pay.
- E. At any time a shift is without a command officer, the City may, at its discretion, call in a command officer for that shift.

9.4: Callback. An employee who is called back to work at any time other than his regularly scheduled shift shall be compensated for a minimum of two (2) hours overtime unless such call back shall extend past two (2) hours in which case the employee shall be paid overtime for the exact number of hours or portion thereof worked at the rate of time and one-half (1 1/2). This provision includes, but is not limited to, return to work for court appearances.

9.5: Rest Periods. Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. A rest period is intended to be a recess to be preceded and followed by an extended work period, thus it may not be used to cover an employee's late arrival to work or early departure.

9.6: In each eight (8) hour shift, each patrol officer will receive a half-hour (1/2) paid meal break.

9.7: Compensatory Time in Lieu of Overtime Pay.

- A. Officers may receive compensation time in lieu of overtime, at time and one-half (1 1/2).
- B. Compensation time shall be subject to the following guidelines:
 - 1. Compensatory time can be taken at any time that is convenient with the Department and no Department rules shall be established which limit when or how such time shall be taken.

2. No compensatory time shall be granted or taken when the payment of overtime pay for replacement is necessary.
3. Compensatory time shall be taken within six (6) months of the time in which it was earned unless permission is granted by the Chief of Police to take said time at another mutually agreeable time.
4. Compensatory time shall be accumulated to not more than sixty (60) hours. When said sixty (60) hours is reached, a voucher shall be forwarded to the Finance Department for full payment of the hours and the employee shall begin his time again, except that the employee must present all hours of accumulated comp time to the Finance Department prior to June 30, so as not to carry hours from one fiscal year to another.
5. If the employee chooses to accept pay for his accumulated time although the sixty (60) hours has not been reached, the employee need only notify the Finance Department through the Chief of Police and the employee shall be paid for said hours.
6. The option of compensation time in lieu of overtime pay is unavailable for employees working a holiday. Employees will be paid overtime for working on the holiday.
7. Upon resignation, dismissal or retirement of any employee from the Police Department, all accumulated compensatory time shall be paid to the employee. In the case of a deceased employee his accumulated compensatory time shall be paid to the spouse or estate.

ARTICLE X
FRINGE BENEFITS

10.0: Member Death. For the purpose of the Agreement, the

death of an employee shall be considered as a termination of employment and subject to all conditions such termination of employment as stipulated elsewhere in this Agreement; provided, however, that all allowances and other benefits due such employee shall be paid to the employee's beneficiary. Where such employee has no named beneficiary, payment shall be made to the deceased employee's estate.

10.1: Personal Property Damage. Any claims filed with the Chief of Police for personal property lost or damaged in the line of duty and not reusable may be the topic of a special meeting as provided for in Section 5.3 of this Agreement, should the Chief of Police feel the claim is unjust.

10.2: Worker's Compensation. The Employer shall, for a period not to exceed thirty-nine (39) weeks, supplement without charge to sick leave or vacation, Worker's Compensation benefits for the employees injured on the job by the difference between Worker's Compensation benefits and the normal weekly earnings, excluding overtime. In the event an employee receives sick leave compensation and subsequently such employee is awarded Worker's Compensation for the same period of time, the employee shall reimburse the Employer for such amounts received as sick leave compensation and the Employer shall credit the employee's sick leave account with the number of days so used as sick leave.

10.3: Liability Insurance. The Employer shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employee from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his course of duty, and shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgement is rendered against him, it shall be satisfied to the extent of the insurance coverage.

Should the Employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to have a self-insurer, and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

10.4: Life Insurance. The Employer shall furnish life insurance on the employees covered by this Agreement with death benefits of not less than Fifteen Thousand (\$15,000.00) Dollars with double indemnity and provide a Five Thousand (\$5,000.00) Dollar life insurance policy to all retired officers at no cost to the officer.

10.5: Hospitalization.

A. The Employer shall provide paid, to each

member, full coverage at family ward rates, Blue Cross/Blue Shield Medical and Hospitalization Insurance, MVF-1 plan with prescription rider and Master Medical. Such insurance shall provide coverage to the member and all his dependents throughout the course of his employment with the Employer.

During the first year of this Agreement, the Employer shall have the right to explore health care cost containment measures. The Employer will, prior to implementing any health care cost containment measures, meet with the Local Union Representatives to explain proposed changes.

During the second and third years of this Agreement, the Employer may, at its option, implement an 80-20 deductible plan with \$5 prescription co-payment.

- B. The Employer will pay the entire premium for the employee and his dependents. The Employer reserves the right to substitute another carrier, provided, the fundamental provision of the above coverage will not be changed.
- C. The Employer agrees to allow retired members of the Union to continue in the group health insurance plan of the City, provided, however, that the retiree shall pay the full premium and further provided that such group insurance shall cease upon obtaining employment which provides for a health care plan to its employees. It is also agreed that there is no reinstatement right if coverage under the City's plan ceases.
- D. The City will sponsor a dental group provided that a sufficient number of employees agree to participate in the plan and further provided that the participants pay their own premium.

10.6: Retirement. Each officer shall receive pension benefits in accordance with Public Act 345, as amended. Effective June 30, 1992, the retirement plan will be modified to permit employees to retire at any age with 25 or more years of service and the pension multiplier will be increased to 2.5% of five year average final compensation times first 25 years of service plus

1½ of average final compensation times years of service in excess of 25 years with member contributions of 5 percent. The maximum benefit is 70 percent of average final compensation.

10.7: Safety Glasses. The Employer shall furnish safety glasses to all employees who require them, no more often than every two (2) years except when broken, lost, or damaged in the line of duty. However, any employee requiring safety glasses will be required to pay for any examination in connection with the providing of such safety glasses. In no event will the Employer pay more than \$75.00 for safety glasses.

10.8: Educational Benefits. For those members of the bargaining unit who achieve an Associates Degree, a one (1) time bonus of One Hundred (\$100.00) Dollars will be paid at the time of attainment. For those members who receive a Bachelors Degree, a one (1) time bonus of Two Hundred (\$200.00) Dollars will be paid at the time of attainment.

ARTICLE XI LAYOFF AND RECALL

11.0: Definition of Layoff. Layoff shall mean the separation of employees from the active work force due to an actual showing of lack of work or funds by the Employer. During layoff, there will be no scheduled overtime.

11.1: Order of Layoff. No permanent or probationary employee within the Union shall be laid off from their position in the Department while any non-sworn employees are serving in the Department providing that the sworn employees have the ability and skills necessary to perform the work normally performed by the non-sworn employees. Except as provided above, layoff of employees of permanent or probationary status in the Department shall be in the least senior employee (last in, first out).

11.2: Layoff and Recall.

- A. Notice of Layoff. Employees to be laid off shall be given at least fourteen (14) calendar days prior notice in writing. Such notice of layoff shall be given to the Union at the same time as the affected employee(s).

The Employer and the Union agree to meet, prior to any employees being laid off, for the purpose of discussing alternatives to such layoff.

- B. Notice of Recall. Employees to be recalled from layoff shall be given written notice by certified mail to their last known address, return receipt requested.

Notification shall be ten (10) calendar days prior notice in which the employee is requested to return to work.

Employees shall be recalled in inverse order of layoff. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time limits allowed, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligible list.

11.3: Preferred Eligible Lists. Employees demoted in lieu of layoff shall have their names placed on a preferred eligibility list in order of Departmental seniority from which displaced within the Department. Employees laid off shall have their names placed on preferred eligibility lists in order of seniority for each rank from which displaced. Demoted employees shall have their names remain off the list indefinitely. An employee shall have his name remain on the list for a period of time equal to his seniority at the time of lay off or five (5) years, whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions previously held in the Department before any other persons are selected for employment or promotion in those ranks.

11.4: Benefit Continuation. Employees who are on layoff shall have their insurance and hospitalization continued by the Employer for a period of six (6) months after the employee has been laid off only if the employee has accumulated one (1) year or more seniority.

11.5: Voluntary Layoff. When faced with a layoff, the Employer may, prior to the enactment of the above provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty, at the time of the solicitation, the length of such layoff. If any employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and if necessary, layoff activities will proceed in the manner outlined above.

If the Employer does not secure any layoff by voluntary action, the above provisions will apply.

ARTICLE XII PROBATION

12.0 When a new employee is hired in the unit, he shall be considered as a probationary employee for the first twelve (12) months of his continuous, regular, full-time employment. The Union shall represent probationary employees for all purposes

including but not limited to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures provided; however, after six (6) months continuous, regular full-time employment as a sworn officer, the employee may not be dismissed without written notice setting forth the specific reasons for dismissal and if the Union believes that said termination is unjustified, a special meeting may be called to review the action. If the Employer and the Union reach an agreement, the matter will be considered resolved at such meeting.

ARTICLE XIII
DAYS OFF

13.0: Regular Days Off. Because officers are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the Employer grants days off in lieu thereof and refers to these days as "pass days."

Employees covered hereby earn eight (8) pass days over each twenty-eight (28) days they are employed by the City, for a total of one hundred four (104) pass days annually.

Employees covered hereby may change a pass day after the schedule has been posted if they receive prior permission from the Chief of Police.

Pass days as herein provided for may be postponed for emergency purposes, but pass days so postponed may be taken at a later date at a time agreeable with the employee, or paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay at the discretion of the employee.

Pass days shall be posted in accordance with the timetable and requested by the employee at least two (2) weeks prior to posting the work schedule. Additional time off after posting the schedule may be granted with prior approval from the shift commander.

Records on pass days, worked days and days not worked other than pass days, shall be maintained in the Department and shall be available at reasonable times for review by the employee. A copy of these records shall be provided to the Personnel Office at the end of each twenty-eight (28) day period.

13.1: Additional Time. No additional time off over and above scheduled pass days, vacation and sick time will be granted if the giving of such time in and of itself necessitates the payment of overtime of other personnel.

13.2: Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Request for

personal leave of absence shall be in writing and shall be signed by the employee and given to the Chief of Police. Such request shall state the reasons for the leave. Approval of the Chief of Police and the City Manager shall be in writing.

Education leave may be granted without pay. Seniority and benefits will be reinstated upon return to work.

Any employee who misrepresents the facts may be subject to discharge.

ARTICLE XIV
LEAVES OF ABSENCE

14.0: Union Leave. The Employer will grant leaves of absence with pay to the Local Steward or Alternate for up to three (3) days each calendar year to attend POAM sanctioned seminars and/or delegates meetings.

14.1: Sickness and accident leave is the granting of leave pay to an employee for sickness or related causes. An employee who must be absent because of injury or ill health should not be penalized in pay. It is an insurance-type benefit provided by the city to all full-time regular city employees who have successfully completed their probationary period and shall be used in accordance with the following provisions:

- A. If an employee is absent from work four (4) or more days because of a disability resulting from sickness or injury and is under the care of a Doctor of Medicine or a Doctor of Osteopathy who certifies to such disability, said employee shall have a maximum credit of one hundred and twenty (120) days paid leave for all illnesses or injuries. At the end of the paid leave the employee may continue on unpaid leave up to a maximum of twenty-four (24) months from the commencement of the sick and accident leave. The employer may further extend this leave.

An employee may make a new claim subject to the limitation referred to above for sickness or accident pay each time said employee is absent because of disability resulting from a new illness or accident that necessitates four (4) or more days absence.

A recurrence of a former illness shall also be eligible for sick and accident benefits provided that a doctor's release has been furnished and the recurrence

takes place seven (7) or more days after having returned to active duty and provided the employee has not exhausted the 120 day maximum credit.

- B. Sickness and accident benefits will not be paid for any day for which an employee receives holiday pay or worker's disability compensation benefits.
- C. Sick leave absences of less than four (4) days duration shall be paid to an employee without the need of a doctor's certificate. Such absences shall not exceed six (6) days in any fiscal year (July 1 - June 30). Such days shall be prorated at the conclusion of the first six (6) months of service based on the number of months left in the fiscal year. Such "casual" sick days in excess of six (6) in a fiscal year shall not be paid for by the City.

14.2. Funeral Leave. Upon approval of the Chief of Police, leave shall be given to attend the funeral or attend to the personal family matters when death occurs in the employee's immediate family for a period not to exceed three (3) days. If additional time is necessary over a three (3) day period as indicated for a death in the immediate family, it may be granted upon the permission of the Chief of Police without loss of pay. Immediate family is defined as: mother, father, step parents, brother, sister, wife or husband, son or daughter, step children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren.

14.3: Military Leave. Any permanent employee who enters active service of the Armed Forces of the United States or in the Michigan National Guard or Armed Forces Reserve, shall receive a leave of absence for a period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided he satisfies the eligibility requirements established under this Agreement.

Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the commanding officer. Such employees shall be paid by the Employer and the difference between the amount received for such training and the employee's regular salary or wage.

Any permanent employee who is called out on emergency

duty by any of the established Armed Forces Reserve Training units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his regular salary or wage for a period not to exceed five (5) days.

14.4: Vacation Leave. All permanent, full time employees shall receive a vacation allowance as set forth in the following plan:

<u>Years of Service</u>	<u>Annual Allowance</u>
1 year but less than 6 years	2 weeks vacation
6 years but less than 13 years	3 weeks vacation
13 years but less than 20 years	4 weeks vacation
20 years and over	5 weeks vacation

An employee, with approval of the Chief of Police, may take his vacation at any time during the course of the year as long as it conforms with the requirements of the Department. Vacation leave shall be granted at such times as they least interfere with the efficient operation of the Department.

To be eligible for vacation an employee must have completed one full year of full-time service with the City and thereafter must have completed each additional year of full-time service to be eligible for the various increments specified above.

Vacation leaves shall be granted to eligible employees upon written request. Vacation requests submitted between January 1 and March 1 of each year shall be granted and posted by seniority. Vacation requests submitted after March 1 of each year shall be granted and posted on a first come, first serve basis. Employees will make every effort to submit requests for vacation 21 days in advance of time requested. An employee will be permitted to take his vacation leave one (1) day at a time up to a maximum of one (1) week.

An employee will be paid for the vacation period on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate of pay at the time he takes his vacation.

An approved leave of absence will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan.

Employees shall receive payment for accrued but unused vacation upon termination for any reason of their employment with

the Employer.

14.5: Personal Leave Days. Three (3) personal leave days [twenty-four (24) hours] with pay shall be granted annually to each full-time continuous employee on the employment rolls as of July 1, for the purpose of attending to or caring for personal matters during the course of the calendar year commencing on such date. The personal leave days or fraction thereof credited to each full-time continuous employee shall be utilized and charged to him in increments of not less than two (2) full hours. Personal leave days may be attached to vacation time to extend such vacation. In order to utilize this, the employee shall so state that he wishes to use his personal leave days with his vacation when the request for vacation is made in conformance with Section 14.4.

No carryover of unused personal leave days credit from one (1) fiscal year to the next fiscal year shall be allowed.

The employee shall obtain the approval of his supervisor prior to being absent for all, or any part of, the personal leave day.

14.6: Administrative Leave. Regardless of other limitations of contract or regulations, the Chief of Police, with the approval of the City Manager, shall have the right to place any employee subject to this contract on administrative leave for an indefinite period of time. The Chief of Police shall determine that such Administrative leave is in the best interest of the employee, the Department, or the Employer. Written notice setting forth the reason for the leave shall be given to the employee in ten (10) working days.

ARTICLE XV
HOLIDAYS

15.0: The following holidays are designated by the Employer:

New Year's Day
President's Day (Monday holiday)
One-half (1/2) Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Friday following Thanksgiving Day
One-half (1/2) Christmas Eve Day
Christmas Day
One-half (1/2) New Year's Eve Day
Floating Holiday: may be taken at any time during the contract year with the approval of the employee's supervisor. This day may be taken in conjunction with an approved vaca-

tion.

15.1: All officers, whether on or off duty, shall be paid a full day's salary for the above holidays.

15.2: Those officers required to work 10:00 p.m. (holiday eve) to 6:00 a.m., 6:00 a.m. to 2:00 p.m., 2:00 p.m. to 10:00 p.m., will be paid an additional twelve (12) hours straight time.

15.3: Eligibility. In order to receive pay for an observed holiday, an employee must not have been absent without leave either on the workday before or the workday after the holiday.

ARTICLE XVI
LONGEVITY PAY

16.0: All regular, full time employees, in the active service of the City of Springfield as of the first pay period of December of each year, shall be entitled to receive a longevity bonus for length of service with the City according to the following rules and schedule of payment.

16.1: Longevity bonus shall be computed as a percentage of employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which a longevity bonus is due. Base salary or wage shall not include overtime pay, premium pay, uniform allowance, per diem, travel allowances, or any special fees.

16.2: Longevity bonus shall be based on full-time, continuous service commencing at the original date of hire.

16.3: Following the completion of seven (7) years of full-time continuous service, each employee shall receive annual longevity payments as provided in the schedule.

16.4: To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous, full-time service equal to the service required for original eligibility being made on the first pay period in December of each year. Employees who retire between annual longevity payments shall be eligible for a prorated payment as outlined in Section 16.6 below.

16.5: Longevity Bonus Schedule.

<u>Continuous Service</u>	<u>Annual Bonus</u>
End of 7 years	2% of base wage
End of 14 years	4% of base wage

16.6: Employees who are eligible for longevity bonus payments and who retire on a service or disability retirement basis, shall

be paid a prorated bonus. Such prorated payment shall be based on the number of calendar months of full-time service credited to an employee from the preceding December pay period payment to the time of retirement.

ARTICLE XVII
UNIFORMS AND EQUIPMENT

17.0: Uniforms and Equipment. Uniforms, equipment, lockers and ammunition have been agreed on and have been placed into the Policies and Procedures of the Springfield Police Department. Police VI, C, Paragraphs 13, 14 and 15 of said Policies and Procedures shall not be terminated, altered, amended, modified or otherwise changed without approval of the Bargaining Unit.

17.1: General Allowance. All officers shall receive a general allowance for the purchase of equipment or replacement clothing and cleaning in the sum of Six Hundred Dollars (\$600.00). If a uniform is destroyed in the line of duty, the City will replace it.

ARTICLE XVIII
AUTOMOBILES AND EQUIPMENT

18.0: In the selection and procurement of motor vehicles for patrol purposes, the Employer shall exercise good judgment. Said vehicles shall be equipped with the necessary equipment for officers to perform their duties and responsibilities related to safety of the officer. The City shall provide vehicle report forms to be used by officers for the purpose of reporting unsafe conditions and/or needed repairs, maintenance or replacement parts on patrol vehicles and equipment. The City shall make such repairs, maintenance or replacement of parts that are needed within a reasonable period of time or place such vehicle out of patrol service until repaired.

18.1: Officers who are required by a command officer to use their own vehicle in the performance of their duties shall receive reimbursement at the rate of twenty-one cents (.21) per mile. Officers who have been required to use their own vehicle shall submit documentation of the mileage immediately following the use.

18.2: Parking for patrol cars shall be provided next to the Police Department building. Parking for the officers' personal vehicles shall also be provided.

18.3: All attempts will be made to insure that patrol cars in service between the hours of 7:00 p.m. and 7:00 a.m. shall have two (2) officers in the car together or a minimum of two (2) patrol cars shall be on duty between said hours.

ARTICLE XIX
MISCELLANEOUS

19.0: Rules and Regulations. The Union agrees that the presently established rules, regulations, policies and procedures of the Department shall remain in effect and the Union and the employees agree to abide by such rules, regulations, policies and procedures and any amendments thereto.

The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this agreement, provided, however, the Employer will notify the Union representative of any such amendments, supplements or additions at least five (5) days in advance of their effective date unless such notification time limit cannot be met because of an emergency such as an executive order of the Governor. The rules and regulations will be read and signed for by all employees.

19.1: Pay Schedule. Employees shall normally be paid on Tuesday on a weekly basis. Except that if the Employer determines it is more cost effective to pay every other week and provides written notice to the Union three (3) months in advance of implementation it is agreed that the pay schedule may be so altered.

19.2: Copies of Contract. The City shall furnish to each member of the bargaining unit one (1) copy of the Agreement.

19.3: Wage Schedule.

Effective the first full payroll period after July 1, 1989:

<u>Patrolmen</u>	<u>Hourly</u>
Start	\$ 8.66
6 months	9.22
1 year	9.83
2 years	10.49
3 years	11.09
4 years	12.36

Effective the first full payroll period after July 1, 1990:

Start	\$ 8.92
6 months	9.50
1 year	10.13
2 years	10.80
3 years	11.42
4 years	12.73

Effective the first full payroll period after July 1, 1991:

Start	\$ 9.19
6 months	9.79
1 year	10.43
2 years	11.12
3 years	11.76

4 years

13.11

ARTICLE XX
APPLICATION OF AGREEMENT

20.0: Cooperation. Both parties of this Agreement shall equally share the responsibility of applying the provisions of this Agreement to all members without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. All references to members in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include female employees.

The Union recognizes the responsibility as bargaining agent and agrees to represent all persons in the bargaining unit without discrimination, interference, or coercion.

The Employer, or any person employed by same, shall not interfere with the right of any employee within the bargaining unit to become a member of the Union, nor shall the Employer or any person employed by same, exercise any discrimination, interference, restraint, or coercion against any member attempting to exercise his rights within the terms of this Agreement or under the authority of any applicable law, or against any employee because of his Union membership or against any Union officer because of his position or activity as such.

20.1: State and National Benefits. Nothing contained in this Agreement shall deny any employee any right or benefit extended to him via any of the laws of the United States or of the State of Michigan.

20.2: Separability and Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

20.3: Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of contemplation of one or both of the

parties at the time they negotiated and signed this Agreement.


DURATION

THIS AGREEMENT shall remain in full force and effect from July 1, 1989, through June 30, 1992, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixty (60) days prior to the expiration date hereof, or each successive expiration date, serve written notice on the other party of a desire to terminate, modify, alter, amend, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the 2nd day of October, 1989.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


CITY OF SPRINGFIELD



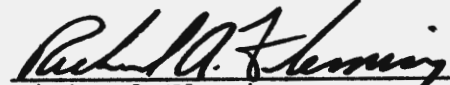
Jim DeVries
Business Agent



Milford A. Mellon
City Manager



Michael Mileski



Richard Fleming
Mayor

APPENDIX "A"

DRUG TESTING POLICY

A. DESCRIPTION

This directive outlines the procedures relating to administration of the City's drug testing policy.

B. POLICY

The City intends to give the same consideration to persons with chemical (alcohol and other drugs) dependencies as it does to employees having other diseases. However, the City cannot condone the use of illicit drugs or the abuse of legal drugs or alcohol with the abuse of legal drugs or alcohol, constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal City benefits are available to give help in the rehabilitation process. However, the sale, purchase, transfer, use, or possession of illegal drugs or drugs which have not been legally obtained by employees is prohibited. Arriving for work under the influence of drugs or alcohol to the extent that job performance is adversely affected is also prohibited. In such cases, disciplinary action, up to and including termination, will be imposed.

It is the intent of the City, however, to encourage and assist such employees in treatment or rehabilitation whenever appropriate.

Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected.

C. PROCEDURE

1. Testing of employees shall be conducted only under the following circumstances:
 - A. When an employee's supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the employee is on drugs or alcohol (e.g., slurred speech, alcohol on breath, inability to walk a straight line, etc.).
 - B. When an employee is found in possession of suspected illicit drugs or alcohol or when suspected

illicit drugs or alcohol are found to have been brought by the employee in an area controlled or used exclusively by the employee, (e.g., employee's locker, etc.)

- C. Following a serious accident or incident on the job where, in either case, safety precautions were violated or unusually careless acts on the job were performed.
 - D. As a part of a routine twelve (12) months testing program instituted as a result of prior drugs or alcohol related disciplinary penalties against the employee.
 - E. Routinely to all job applicants to whom a job offer is being considered.
2. An employee ordered to submit for testing shall be informed of the underlying reasons why he is being ordered to submit the specimen. In situations covered by collective bargaining agreements, individuals shall have the right of steward representation consistent with the applicable collective bargaining agreement. The reasons shall be documented in writing prior to the test results being known with a copy furnished to the employee within forty-eight (48) hours. If the employee refuses or fails after a three hour period to submit to testing, he shall be informed that this refusal constitutes failure to obey a direct order and that this is grounds for termination.
3. The supervisor requesting the test shall fill out the designated form.
4. For urine testing, the urine specimen shall be obtained from the employee as follows:
- A. The employee shall be escorted to the bathroom or other appropriate area.
 - B. The supervising officer (or medical personnel) shall hand the employee the specimen bottle, labeled with the employee's name, the date, name of staff witness, and any other relevant identifying information. This information shall be typed or written in indelible ink.
 - C. The supervising officer (or designated medical personnel) shall personally watch the employee to insure that the employee submits an unadulterated urine specimen in the specimen bottle provided, by witnessing the employee urinate into the bottle or take other precautions. The foregoing shall be

conducted by staff of the same sex, in private, and outside the presence of other employees if conducted within City facilities. Employees will be required to indicate to the Employer the types of prescribed or over-the-counter drugs they are taking prior to the test.

- D. If the employee is unable to provide a urine specimen immediately, he shall be detained until he is able to provide a urine specimen. Employees unable to provide a urine specimen within three (3) hours of being ordered to do so shall be considered to be refusing to submit the specimen.
- E. After the sample is obtained, the supervising officer (or designated medical personnel) must not lose sight of it or compromise such other precautions as may have been taken until he obtains it from the employee.

For the testing of alcohol, an alternative method of testing (e.g. breathalyzer or blood sample) will be utilized.

- 5. The officer or designated medical personnel witnessing the test by the employee shall then make the appropriate notation on the designated form if the employee is unable within three (3) hours of being ordered or if the employee refuses to submit to the test, this fact shall be noted.
- 6. The urine specimen shall be forwarded to a contract laboratory for testing and processed as follows:
 - A. The specimen shall be placed in a secured freezer, if it is not to be tested immediately. All persons handling the specimen shall make an appropriate notation. The number of persons handling the specimen should be minimized.
 - B. For applicants to positions, the Thin Layered Chromatography (TLC) test shall first be administered. The TLC testing shall be performed by sending the sample to a contract laboratory. The results obtained shall be noted on the form. If a positive result is obtained on an applicant, a second test shall be performed on the same specimen using an alternative scientific method Enzyme Multiplied Immunoassay Technique (EMIT). In the event that both tests are positive, an applicant may request at applicant's cost the sample be tested using the Gas Chromatography/Mass Spectrometry (GC/MS) method. If this test is negative, the applicant will be reimbursed.

For all tests, the lab shall be instructed:

- 1.) To freeze all specimens yielding positive results.
- 2.) To return the form, the lab report and any printouts showing positive results.

C. For employees, the GC/MS test shall be performed.

7. Reporting of results: The form together with all printouts of positive results and any lab reports, shall be forwarded to the City Manager who will be responsible for interviewing the employee regarding the results.

D. CONFIDENTIALITY

The City Manager will be designated to receive any positive reports. He will notify medical and other members of the City strictly on a need-to-know basis.

No laboratory reports or test results shall appear in a personnel folder. Information of this nature will be included in the medical file with a marker to appear on the inside cover of the personnel folder to show that this information is contained elsewhere.

USE OF RESULTS

1. Any action to be taken on receipt of a positive report which has been confirmed will be taken by the Department Head only after receiving a report from the City Manager.
2. The detection of the use of any illegal drug may be grounds for immediate dismissal. The employee, however, should have every opportunity to explain the presence of any drug in his system, and if need be substantiate his explanation with medical evidence.
3. Obviously, the presence of a drug such as phencyclidine (PCP) is self-explanatory. However, the use of prescribed drugs could be an indication of a possible health problem and close look will be given to the employee's job responsibilities and whether the use of these drugs poses a potential hazard to himself, his fellow employees or the general public.
4. In keeping with City policy, every effort should be made to assist the employee to deal with his problem. However, if this fails or if it is obviously inappropriate given the nature of the drug usage and the employee's position, then appropriate disciplinary action shall be instituted.