

2987

6/30/99

Labor Agreement

City of Jackson
and
Command Officers Association of Michigan
Jackson Division

Jackson, City

July 1, 1995 through June 30, 1999

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AGREEMENT

THIS AGREEMENT entered into this 1st day of November 1996, by and between the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the Employer, and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN, JACKSON DIVISION, hereinafter referred to as the Union.

WITNESSETH:

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of this community and the job security of the employees depend upon the Employer's and the employee's commitment to continue to provide quality law enforcement services in an efficient manner to the community. The Employer 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 this Agreement.

To this end, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 - RECOGNITION

Section 1.1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer does hereby recognize the Command Officers Association of Michigan, Jackson Division, as the exclusive collective bargaining agency with respect to rates of pay, hours of work and conditions of employment for the term of this Agreement for the following unit: lieutenants and sergeants of the Jackson Police Department.

- A. Nothing contained in this Agreement shall be construed to in any way restrict or limit management and supervisory employees from performing bargaining unit work. This provision shall not directly result in the layoff of bargaining unit personnel.

Section 1.2: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Police Department and the employees therein are vested solely and exclusively in the Employer.

Section 1.3: The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his race, color, creed, age, sex, nationality, religion or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union.

Section 1.4: The Union agrees that, except as specifically provided for by the terms and provision of this Agreement, employees shall not be permitted to engage in Union activity during on-duty or on the Employer's premises.

Section 1.5: It is understood and agreed 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 or cause to be paid to the Union a representation fee equivalent to the monthly Union dues uniformly required of all Union members. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement,

or cause to be paid to the Union a representation fee equivalent to the monthly Union dues uniformly required of all Union members. All employees covered by this Agreement and who are hired after the effective date thereof, shall become and remain members of the Union in good standing or pay a representation fee equivalent to the monthly Union dues uniformly required of all Union members upon completion of thirty-one (31) days of employment.

- A. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other form of liability arising out of this Section.

Section 1.6: All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefor, the provision of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues in the amounts certified to the Employer by the Financial Secretary within fifteen (15) calendar days thereafter.

- A. The Union shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Union or employees.

Section 1.7: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE 2 - GRIEVANCE PROCEDURE

Section 2.1: A grievance is hereby defined to be any dispute between the parties to this Agreement with respect to matters arising out of said Agreement, involving differences, disputes, or complaints as to wages, hours, or working conditions and any discipline arising hereunder involving suspension, reduction in rank or discharge.

Section 2.2: An employee, who believes he has a grievance, must submit his complaint orally to his immediate non-unit supervisor within five (5) calendar days (Saturdays, Sundays and holidays excluded) after the occurrence of the event upon which his complaint is based or within five (5) calendar days after the employee had knowledge of the events upon which his complaint is based or within five (5) calendar days of when circumstances were such that the employee reasonably should have had knowledge of the events. The supervisor shall give the employee a verbal answer within two (2) days (Saturdays, Sundays and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP. To be processed under this Grievance Procedure, a grievance must be reduced to writing, in triplicate, stating the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the Chief by the employee or his Union representative within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the supervisor gave the employee his verbal answer as provided in Section 2.2 above. Within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the receipt of the written grievance, the Chief shall meet with the aggrieved employee and his/her Union Representative to discuss the grievance. The Chief shall give a written answer to the employee or his/her Union representative within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the meeting. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled being retained by the employee and one (1) copy retained by the Chief.

SECOND STEP. If the grievance has not been settled in the First Step and the Union desires to appeal it to the Second Step, the Union representative and/or employee must state in writing why the First Step answer is unacceptable and said representative or employee must present the grievance to the Director of Personnel and Labor Relations within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the Chief gave the Union representative his First Step answer. The Personnel Director and/or someone designated by him shall meet with the Union representative and discuss the grievance within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the grievance is presented at this Step. Within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the discussion, the Personnel Director shall give the Union representative a written Second Step answer. If the answer is satisfactory, the Union representative shall so indicate in writing giving one (1) copy of the settle grievance to the Personnel Director.

THIRD STEP. If the grievance has not been resolved in the foregoing steps and the Union desires to process the grievance further, it shall submit the grievance within twenty (20) calendar days of the personnel director's second step answer to Federal Mediation and Conciliation Service (FMCS) in accordance with its voluntarily arbitration rules. The parties shall first attempt to mutually select an arbitrator to hear the grievance. If the parties are unable to mutually select an arbitrator, the arbitrator shall be selected by the parties alternately striking a name from the list provided by the FMCS until one name is left and that arbitrator shall be appointed to hear the grievance. Failure to request arbitration in writing shall be deemed a withdrawal of the grievance and the grievance will not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment to sustain, reverse or modify any alleged unjust discipline, suspension, reduction in rank or discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the FMCS shall be paid by the losing party. Each party shall be responsible for the expense of its own witnesses, including wages.

Section 2.3: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Union. In the even the Union does not appeal a grievance from one Step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the Grievance Procedure within the specified time limits, the grievance shall automatically be referred to the next step in the Grievance Procedure.

Section 2.4: It is expressly understood that, in no event shall any Union representative leave his work for grievance purposes as provided in the Grievance Procedure without first notifying and obtaining the approval of his supervisor, which approval will be granted as soon as is practicable.

ARTICLE 3 - STRIKES AND LOCKOUTS

Section 3.1: The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the same period there here will be no lockouts of employees.

Section 3.2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike or any other concerted activity, which interferes with the operations of the Employer, may be disciplined or discharged in the sole discretion of the Employer.

ARTICLE 4 - DISCHARGE CASES AND SUSPENSION CASES

Section 4.1: No employee shall be disciplined, suspended, reduced in rank or discharged without just cause. In the event an employee under the jurisdiction of the Union, who has completed his probationary period, shall be disciplined, suspended from work or reduced in rank for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly disciplined, suspended or reduced in rank or discharged, such suspension, reduction in rank or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance with respect thereto is presented to the Chief within three (3) regularly scheduled working days after such discharge, reduction in rank or after the start of such discipline or suspension.

- A. It is understood and agreed that when an employee files a grievance with respect to his discipline, suspension, reduction in rank or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants in the Grievance Procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 4.2: In the event it should be decided under the Grievance Procedure that the employee was unjustly disciplined, suspended, discharged or reduced in rank, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge, reduction in rank or the start of such discipline or suspension.

Section 4.3: Counseling memos, verbal warnings and letters of reprimand shall not be grounds for filing a grievance. Employees receiving a counseling memo, verbal warning or letter of reprimand may dispute the action as provided under P.A. 397 of 1978.

ARTICLE 5 - SENIORITY

Section 5.1: Bargaining unit seniority shall commence upon an employee's date of permanent entry into the bargaining unit described in Section 1.1 of this Agreement.

- A. Leaves of absence without pay of over thirty (30) calendar days, and absences following layoffs, shall be deducted from an employee's seniority.

Section 5.2: Probationary Employees. All new unit employees shall be probationary employees until they have completed one (1) year of service in the unit. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him for regular employee status. An employee may be removed any time during the one (1) year probationary period that he demonstrates that he does not have the ability, skills or other attributes to satisfactorily perform in this position. In addition, during this one (1) year period, an employee may decline the promotion for any reason. In the event the new employee is removed or declines the promotion during his probationary period, he shall be returned to the classification held prior to the time of the promotion. Employees removed by the Employer as described in this Section shall be notified of the reasons for removal in writing by the Employer at the time of removal. Said employee may appeal the decision to the Chief. The Chief's decision shall be final and binding.

Section 5.3: An employee's seniority and employment shall terminate:

- A. If he quits, retires or is justifiably discharged.
- B. If, following a layoff, he fails or refuses to notify the Employer of his intention to return to work within five (5) working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer or having notified the Employer of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- C. If he is absent for three (3) consecutive regularly scheduled working days without notifying the Chief within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made at the discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible.
- D. When he has been laid off for a period of time equal to his seniority, provided he has maintained his eligibility for recall pursuant to Section 5.5 of this Article.

Section 5.4: When, in the judgment of the Employer, it is necessary to eliminate a job classification or to reduce the number of employees in a job classification, the affected employee(s) shall be reduced by inverse classification seniority. Employees removed from the job classification may exercise their bargaining unit seniority, as defined in Section 5.1 of this Article, by bumping into any lower paying bargaining unit classification which they had previously permanently occupied during their employment with the police department. Employees that are displaced from their job classification may exercise the same bumping rights. The layoff provision shall not apply where the application thereof would result in the department being required to layoff an employee who possesses a special skill essential to perform the work available at the time of layoff, not possessed by employees having greater seniority. Employees bumping into a lower rate classification shall be paid at the rate of the lower paying classification.

Employees bumped from a position in the bargaining unit may exercise their bumping rights into the non-supervisor bargaining unit, if permitted, pursuant to the terms and provisions contained in the non-supervisors contract.

Section 5.5: When recalling employees to work following a layoff, employees shall be recalled in inverse order of layoff, provided they have maintained their certification and are capable of performing their job.

- A. When filling vacancies in a given classification, employees laid off from said classification shall first be recalled in inverse order of layoff before the promotional process is activated to fill said vacancies.

Section 5.6: In any case when an employee is qualified for and is temporarily required, in writing by the Chief, to regularly serve in and accept responsibility for work in a higher class or position, such employee shall receive the salary rate of that class as though permanently promoted while so assigned. An employee, who is required to work in a higher class or position continuously for a period of more than five (5) days, shall be deemed "temporarily required to regularly serve and accept responsibility for work in a higher class or position" and shall be paid retroactive to the first day assigned as above, unless the employee is so assigned for training purposes or as a vacation fill-in, including compensatory time used to extend vacation time, provided said assignment for training or vacation fill-in shall not exceed four (4) calendar months within a twelve (12) month period. In any case where an employee is assigned temporarily to fill a position of a higher paying classification, the temporary filling shall not exceed twelve (12) consecutive months. For purposes of this section interruptions of at least thirty (30) calendar days in the assignment is required after twelve (12) consecutive months.

Section 5.7: When the Employer determines it is necessary to fill a new, permanent job classification or a permanent vacancy in rank of lieutenant or captain, such permanent opening or vacancy shall be posted on the Department bulletin board for a period of five (5) regularly scheduled working days, during which period employees may apply for such opening or vacancy by completing an appropriate application form in the Department of Personnel and Labor Relations.

In order to be eligible for promotion under this procedure, an applicant must participate and progress through each scheduled step of the promotional process.

- A. Those employees who possess the necessary prerequisites for a given job opening and who apply therefor in accordance with Section 5.7 A. (1) below, shall be given an examination administered by the Department of Personnel and Labor Relations. The Employer reserves the right to use the assessment center approach for this portion of the promotion process. If the assessment center approach is used, subsections B. through D. shall not apply.
 1. The prerequisites for Police Lieutenant shall be five (5) years of service in the Jackson Police Department and holding the rank of Police Sergeant and having satisfactorily served at least one (1) year as Sergeant.
 2. The prerequisites for Captain shall be either; holding the rank of lieutenant, or having held the rank of sergeant for five (5) years in the Jackson Police Department.
- B. Upon conclusion of the examination, the test scores will be arranged in descending order starting with the applicant or applicants who received the highest test score downward to the applicant who received the lowest passing score. Passing score shall be 70% or more.
- C. The applicants who receive a passing score shall be given an External Oral Board examination. Upon completion of the Oral Board examination, the oral board scores for each applicant, who took the oral board examination, shall be combined with the written examination score with each holding 50% weight.
- D. The Chief of Police shall, from the applicants who receive the five (5) highest weighted scores, select the applicant who shall be awarded the job, giving consideration to both weighted scores and past performance.
- E. If the assessment center approach is used, upon completion of the assessment center testing, an eligibility list shall be established using only assessment center scores. The eligibility list shall be certified to the Chief containing the names of those qualified applicants who rank the highest on the list, up to a maximum of the five highest ranking scores. If more than one vacancy is present in the classification and is to be filled concurrently, the name of the qualified applicant holding the next highest score will be certified for each additional vacancy in addition to the names of those applicants receiving up to the five highest landings. The Chief shall select from those applicants certified to him in accordance with this subsection.
- F. When an employee receives a promotion to a higher rank under this Section, he shall be on probation in that new rank and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the new rank during the first one (1) year of work in his new rank. If so removed, the employee shall be returned to the last previous rank classification he had permanently occupied prior to bidding for such rank.
- G. Once a vacancy has occurred and, through the above process, a promotional list has been established for that rank classification said promotional list shall remain in effect for a maximum of twelve (12) months or unless exhausted. Promotions during the effective period of the list shall be made from said list.

- H. When an employee receives a promotion to a higher rank under provisions of this section and was so assigned temporarily on a continuing basis before being promoted, he or she shall receive seniority credit for that time towards his/her classification seniority when promoted on a permanent basis, provided the promoted employee successfully completes his probationary period as provided in subparagraph F.

Section 5.8: Sergeants assigned to patrol shifts shall select shifts by seniority for fifty percent (50%) of the available patrol positions, as defined by the Chief of Police, rounded down to the next full position. For an example, with eight sergeants on patrol, four shift assignments shall be made available for selection by seniority as follows:

First shift - 1; second shift - 1; third shift - 1; either second or third shift - 1 (employee choice).

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1: Special Leaves of Absence. The Employer may grant special leaves of absence with or without pay to an employee who has completed his probationary period, as follows:

- A. A department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.
- B. The City Manager may authorize special leaves of absence, with or without pay, for any period or periods not to exceed three (3) calendar months in any one (1) calendar year for the following purposes: attendance at college, university, business or trade school, for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, serving on a jury, and attending Court as a witness; for purposes other than the above that are deemed beneficial to the City service.
- C. The City Commission, upon the recommendation of the City Manager, may grant leaves of absence, with or without pay, in excess of the limitations above for the purpose of attending extended courses of training at a recognized university or college and for other purposes that are deemed beneficial to the City service.

Section 6.2: Sick Leave. Effective with the initial date of employment, every seniority employee shall be granted eight (8) hours sick leave allowance for each completed calendar month of service from which shall be subtracted any particular sick leave actually used since that date. Such sick leave allowance may only be used by an employee when incapacitated to perform his duties due to sickness, injury, when quarantined. If the injury is of a nature, as determined by a doctor, that the employee can perform available work and if the Chief determines that work is available which the employee can perform, as determined by a doctor, then the employee will report for said available work. Employees, with prior approval, may use earned sick leave off in case of serious illness of an employee's immediate family. In the event of sick leave for such purpose, the Chief may require a certificate from a medical doctor or other competent professional individual giving information as to the circumstances involved. In the event of death in an employee's immediate family, sick leave may be used, upon approval of the Chief, in addition to bereavement leave. The immediate family for this purpose shall be defined as in Section 6.5. All foreseeable leaves for such purposes shall require specific prior approval of the Department Head. It is understood and agreed that sick leave will not be abused. A medical certificate will not be required to substantiate a request for approval of sick leave for three (3) consecutive days or less, unless the employee has been notified in writing about excess use or abuse of sick leave within the previous twelve (12) month period. An employee will not receive a written notice unless he has first been verbally cautioned by his supervisor on at least one occasion during the previous twelve (12) month period. The continued excessive use or abuse of sick leave may be grounds for disciplinary action. Sick leave usage shall be deducted from earned sick leave accrual to the nearest 1/10 of an hour as shown on the employee time record.

- A. An employee shall notify the Employer at the Employer's office prior to the start of the shift, or as soon thereafter as the employee's circumstances will permit, if he is going to be absent.
- B. In order to accumulate sick leave for any given month, the employee must actually work or be on authorized paid leave, (excluding sick leave), vacation, Worker's Compensation, or holiday for fifteen (15) or more days in said month.
- C. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending on the circumstances involved.
- D. If an employee retires, and is eligible for immediate pension benefits pursuant to the Employer's Retirement Program, the employee shall be entitled to be paid fifty (50%) percent of his accumulated unused sick leave credits, up to a maximum of fourteen hundred forty (1440) hours accumulation. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave.

Section 6.3: The Employer will grant a leave of absence to female employees who become pregnant. The commencement of the leave and the date for return from such leave will depend upon medical evidence and the type of work being performed by the employee. The Employer may require any such employee to submit a medical certificate from a qualified physician certifying that she is physically able to continue working before delivery or to return to work following delivery. Failure to produce such satisfactory medical evidence will permit the Employer to require such employee to take a leave of absence until a medical certificate is furnished showing physical ability to perform the necessary work.

Section 6.4: Military leave shall be granted employees as follows:

Any employee who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to military leave for a period or periods not exceeding a total of fifteen (15) calendar days in any one year. During such leave the Employer shall pay the difference, if any, between regular City pay and military pay. This computation will not include military weekend pay. Such leave of fifteen (15) calendar days shall also be granted to employees who are called to or volunteer for extended active service with the United States Armed Forces. Military leave shall be in addition to and may not be concurrent with authorized vacation leave.

Section 6.5: Employees shall receive the amount of pay they should have received on a regular eight (8) hour straight time basis for time necessarily lost during their normal scheduled work week not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, current step-children, parents, brother, sister, current parents-in-law, grandparents, and grandchildren. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

Section 6.6: The Employer shall allow up to sixty (60) hours of total paid release time each year of this Agreement to unit members to attend to Command Officers Association of Michigan business. Request for use of such leave shall be granted so long as it does not conflict with the operational needs of the department as determined by the Chief.

Section 6.7: An employee, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at his regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours, he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a maximum of ninety (90) days in any calendar year. If an employee, who is summoned for jury duty, is working the second or third shift, the Employer shall attempt to transfer the employee to the day shift for the days said employee is on jury duty.

- A. In order to receive the payment referred to, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days and to the extent for which he claims such payment, and produce satisfactory evidence as to the amount he was paid by the Court for such jury duty. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 6.8: An employee who, because of illness to himself, pregnancy or accident, other than illness or accident compensable under Michigan Workers Compensation Laws, is physically unable to report for work may be given a leave of absence, upon the employee's request, of not to exceed one (1) year, provided he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave; the costs will be paid for by the Employer. At no time shall said leave exceed one (1) year unless an extension is approved by the Employer. If the employee does not return to work or is not able to return to work after the one (1) year leave, or extension thereof, or does not retire, his employment and seniority shall terminate. The Employer shall not be responsible for payment of any fringe benefits during the term of the leave.

ARTICLE 7 - HOURS

Section 7.1:

A. The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week. However, it is understood and agreed that due to shift changes in a given work week or work day an employee may work more than forty (40) hours per week or eight (8) hours per day.

B. For exempt classifications the normal work day shall consist of an eight (8) hour work day not including, but separated by, a one-hour unpaid lunch at the approximate mid-point of the work day. The normal work week shall consist of forty (40) hours per week, not including the unpaid lunch breaks.

Section 7.2:

- A. For the classification of Sergeant, time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day unless said work in excess of eight (8) hours is due to shift changes or unless the Chief, the Union and Special Unit Employees have agreed to work hours in excess of eight (8) per day. The employee, at his/her option, may elect to take his/her overtime as compensatory time provided that he/she has not accumulated one hundred twenty (120) hours of compensatory time.
- B. All employees who have accumulated one hundred twenty (120) or more hours as of June 30, 1989, shall not be allowed to accumulate any more compensatory time. Employees who have more than two hundred

(200) hours of compensatory time must use said excess hours over two hundred (200) by June 30, 1989, or the Employer shall pay off said hours. Employees who have more than one hundred sixty (160) compensatory hours as of July 1, 1989, must use all hours over one hundred sixty (160) by June 30, 1990, or said hours shall be paid off by the Employer. Employees who have more than one hundred twenty (120) hours of compensatory time as of July 1, 1990, must use all hours over one hundred twenty (120) by June 30, 1991, or the Employer shall pay off all hours in excess of one hundred twenty (120).

- C. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may, at the discretion of the Chief, be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.

Section 7.3: When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than four (4) hours of pay at time and one-half (1½) his regular straight-time hourly rate, or shall be paid for actual time worked at time and one-half (1½) his regular straight-time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter, or to call-ins for court or administrative hearings, obtaining warrants, or call-in for discipline. Call-in pay shall not be paid more than once in any twelve (12) hour period. Employees called in to work for training purposes at a time other than for which they had previously been scheduled shall receive not less than two (2) hours of pay at time and one-half (1½) their regular straight-time hourly rate.

Section 7.4: 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. Employees, who are required to work overtime and who refuse, shall be subject to disciplinary action, unless they offer an excuse acceptable to the employer.

For purposes of this section "scheduled overtime" is that overtime that is scheduled and made known to the employee with at least forty-eight (48) hours of advance notice for which the employee will receive a minimum of two hours of overtime compensation unless immediately preceding or following a regular eight (8) hour shift.

"Unscheduled overtime" is that overtime that is scheduled or unscheduled for which less than 48 hours notice is given to the employee. The employee will receive not less than four (4) hours of compensation at the overtime rate or the actual time worked, whichever is greater. This provision will not apply to overtime work immediately preceding or following a regular eight (8) hour shift.

Section 7.5: Effective January 1, 1996, it is agreed that lieutenants are and will be treated as exempt employees under the Fair Labor Standards Act. As such they are expected to work in excess of the normal work schedule when required, without further compensation except as listed below:

1. Whenever overtime is offered to unit members which is paid by a third party such as at the racetrack or at football games.
2. Whenever a lieutenant is assigned outside of the classification to fill in for another bargaining unit member.

Section 7.6: Effective January 1, 1996 eight hours of "personal time" shall be awarded on a monthly basis for employees in exempt classifications. Personal time will accrue at the specified rate for each month of the calendar year not to exceed a maximum of seventy-two (72) hours. Personal time may be used by employees in the lieutenant's classification for time off of work subject to prior approval by the Chief of Police. Under no circumstances will employees be paid for accrued personal time. Under no circumstances will employees be permitted to carry unused

personal time from one calendar year to the next. Accounting of personal time will be done by the police department and will not be considered a component of the City payroll records. Lieutenants may be entitled to time off with pay as may be arranged with the Chief.

ARTICLE 8 - WAGES

Section 8.1: The job classifications, rate ranges, and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

Section 8.2: When, as a result of performing his duties as a bargaining unit member, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half (1-1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency at time and one-half (1-1/2) his regular hourly rate of pay, whichever is greater. The two (2) hours guaranteed minimum provision shall not apply if the court appearance or appearance before an administrative agency occurs as a continuation of the employees regular work shift. The payment for time necessarily spent shall not include any lunch recess taken by the court or administrative agency. As a condition of receiving such payment, the employee shall assign his court or administrative agency appearance fee to the Employer.

Section 8.3: Special Unit employees and other plainclothes employees as determined by the Chief shall be supplied plain clothes consisting of two blazer-type or sportcoat-type jackets, two pair of slacks, two shirts and two ties. In addition, said plainclothes employees may use the existing shoe replacement policy to obtain approved dress shoes to be worn with the plain clothes. However, said plainclothes officers must maintain a serviceable pair of uniform shoes. In addition hereto, the Employer hereby agrees to supply all required uniforms to the uniformed personnel covered by this Agreement. The Employer will repair or replace items of personal clothing of plainclothes employees covered by this Agreement which may be damaged in the course of their duties with the Jackson Police Department, not to exceed one hundred fifty dollars (\$150.00) per incident.

ARTICLE 9 - HOLIDAYS

Section 9.1: The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, President's Day (federally celebrated), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day.

Section 9.2: To qualify for holiday pay under this Article, an employee must be a regular full-time employee and must have worked all of the scheduled hours he was scheduled to work the last day he was scheduled to work before the holiday and the next day he was scheduled to work following such holiday, except in cases where the employee's absence on such day or days is due to the fact that such day or days occur during his regularly scheduled vacation, or unless he presents an excuse acceptable to the Employer.

Section 9.3: When an eligible employee works on any day celebrated as one of the above specified holidays, he shall be credited with eight (8) hours compensatory time off or given a scheduled work day off in lieu of said compensatory time at the discretion of the Chief. When an employee is not scheduled to work and does not work, he may be credited with eight (8) hours compensatory time off or given a scheduled work day off in lieu of said compensatory time at the discretion of the Chief. An employee, who is scheduled to work but is given the day off, shall receive no compensatory time off.

ARTICLE 10 - VACATIONS

Section 10.1: Employees, who have completed one (1) or more years of continuous service for the Employer since their last hiring date, shall be eligible for vacation with pay in accordance with the following schedule:

- A. An employee who, as of the anniversary date of his employment, has completed one (1) but less than five (5) years of continuous service with the Employer, since his last hiring date, shall receive eighty (80) hours of vacation with pay.
- B. An employee who, during the calendar year, will have completed five (5) but less than seven (7) years of continuous service with the Employer, since his last hiring date, shall receive ninety six (96) hours of vacation with pay.
- C. An employee who, during the calendar year, will have completed seven (7) but less than fifteen (15) years of continuous service with the Employer, since his last hiring date, shall receive one hundred twenty (120) hours of vacation with pay.
- D. An employee who, during the calendar, will have completed fifteen (15) years but less than twenty (20) years of continuous service with the Employer, since his last hiring date, shall receive one hundred sixty (160) hours of vacation with pay.
- E. Effective January 1, 1997, an employee who, during the calendar year will have completed twenty (20) or more years of continuous service with the Employer, since his last hiring date, shall receive two hundred (200) hours of vacation with pay.

Section 10.2: Vacation credit shall accrue at the rate of one-half (1/2) of the employee's current annual vacation leave for each six (6) months of continuous service, provided an employee shall be entitled to accumulate not more than forty (40) hours in addition to his current annual vacation allowance, except that an employee with seven (7) or more years of service shall be entitle to accumulate not more than eighty (80) hours in addition to his current annual vacation allowance. Such leave may normally be granted in periods of not less than forty (40) hours and not more than the maximum accumulation allowed. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave. Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave. In order for any vacation leave to accrue in a calendar year as stated above, the employee must also be physically present and work a minimum of one (1) regularly scheduled duty day during that calendar year.

Section 10.3: A day of vacation pay as provided for in Section 10.1 above shall equal eight (8) hours of pay at the employee's straight time rate of pay at the time the employee takes his vacation.

Section 10.4: The department head shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with manpower and work load requirements as determined by the department head. Vacation leave shall be granted giving preference to the classification within a given assigned unit. In the event two (2) or more employees in the same classification in the same assigned unit desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of classification seniority within the assigned unit shall selected alternative dates for his vacation.

Section 10.5: If an employee with less than five (5) years service, who is otherwise eligible for vacation with pay quits, or is discharged and is not reinstated on or after the anniversary date upon which he qualified for such vacation with pay without having received the same, such employee will receive, along with his final paycheck, the vacation

pay for which he qualified as of such anniversary date. If an employee quits or is discharged prior to the anniversary date upon which he would have qualified for a vacation with pay, he will not be entitled to any portion of the vacation pay for which he would have qualified on such anniversary date.

Section 10.6: In order for a separating or retiring employee, with five (5) or more years of service to receive a vacation or a lump sum payoff for vacation in his/her final year of employment, said employee must actually be physically present and work at least five hundred (500) hours during said year. If said employees take their vacation during the year and leaves employment of the City without working the required five hundred (500) hours, they shall have any vacation paid them deducted from their final wages or other payoffs.

ARTICLE 11 - INSURANCE

Section 11.1: Current Employees. Effective December 19, 1989 or as soon thereafter as the insurance carrier can implement the change, the Employer shall provide and pay the cost of a medical, surgical and hospitalization plan, being Blue Cross Blue Shield Comprehensive Semi-private MVF-I with Option V Master Medical, PRE/100, MSO, ML, FAE-RC and \$3.00 co-pay prescription drug riders, or comparable policy, for all regular full-time employees, including spouses and dependent children under twenty-five (25) years of age in all cases where full family coverage is not provided and paid for by the spouse's employer; provided, however, that in the event of non-duty disability of an employee with resulting incapacity to work, the Employer will continue to pay the premiums of said insurance and on the insurance provided for in Section 11.4 hereof only for the period of time equal to such employee's accrued sick leave or for a period of six (6) months during disability whichever period is greater.

Section 11.2: Duty-Disability Retirees. The Employer shall provide and pay the cost of a medical, surgical and hospitalization plan for all employees covered by this Agreement who retire on a duty-disability pension on or after July 1, 1974, and are totally physically disabled to work, or who subsequently become totally physically disabled to work as a result of an illness or injury sustained in the course of their duties while employed by the Jackson Police Department. Such insurance shall also cover the spouse and dependent children under nineteen (19) years of age and shall be comparable to that being carried for other retirees of the City Service. When such a retired employee reaches an age or otherwise becomes eligible for Medicare coverage, he/she shall apply for said coverage and the Employer shall pay the premium for Medicare supplemental insurance. The above specified insurance coverage and the Employer's liability for the premium thereon shall cease if the retired employee accepts employment with another employer who provides health insurance coverage reasonably comparable to that specified above or if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above. An employee who retires on a duty-disability pension on or after July 1, 1989, and subsequently ceases to be covered by the Employer's insurance because of his/her employment or his/her spouse's employment and resulting insurance may upon termination of such coverage elsewhere, re-enter the insurance coverage as specified in this section. Insurance coverage for all employees who retire on a duty-disability pension on or after July 1, 1986, shall include a \$3.00 co-pay prescription drug rider for the retiree, his/her spouse and dependent children. If a retiree, whose insurance premium is being paid for by the Employer, should subsequently expire, the insurance coverage as provided for his/her spouse and dependent children may be continued on a payroll deduction basis, if the spouse and/or dependent children are eligible to continue receiving pension benefits.

Section 11.3: Non-Duty Disability and Service Retirees. The Employer shall provide and pay the cost of a medical, hospital and surgical hospitalization plan, designated Blue Cross Blue Shield MVF-I or a comparable coverage with another carrier, for all employees covered by this Agreement who retire after July 1, 1979 on a non-duty disability or service retirement. Such policy shall also include their spouse and dependent children under nineteen (19) years of age and be comparable to that being carried for other retirees of the City Service. When a retired employee or spouse reaches an age where he/she is eligible for Medicare coverage, he/she shall apply for said coverage and the Employer shall pay the premium for Medicare supplemental insurance. The above specified insurance coverage and

the Employer's liability for the premium thereon shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above. A retired employee, who ceases to be covered by the Employer's insurance because of his/her employment or his/her spouse's employment and resulting insurance coverage may, upon termination of coverage elsewhere, re-enter the insurance coverage specified in this section. Insurance coverage for all employees who retire after July 1, 1986, on a non-duty disability or service retirement, shall include a \$3.00 co-pay prescription drug rider for the retiree, his/her spouse and dependent children. If a retiree who retires after the execution of this Agreement and whose insurance premium is being paid for by the Employer, should subsequently expire, the insurance coverage as provided for his/her spouse and dependent children may be continued on a payroll deduction basis, if the spouse and/or dependent children are eligible to continue receiving pension benefits. (See Appendix B, page 24.)

Section 11.4: Life Insurance. The Employer will provide a thirty thousand dollar (\$30,000.00) life insurance policy with double indemnity provisions for regular full-time employees at no cost to the employee. The Employer will likewise provide for payment of five thousand dollar (\$5,000.00) accidental death benefit for any employee killed in the course of the performance of his or her duties with the City of Jackson.

Section 11.5: Dental/Optical Reimbursement. Effective upon the execution of this Agreement, the Employer will reimburse employees for proven dental and/or optical expenses, not to exceed five hundred fifty (\$550.00) combined in any given contract year, for the employee, his/her spouse and dependent children. There shall be no carry over of unused benefits from any contract year to another. If the dental and/or optical expenses are eligible for payment from another source, i.e., spouse's dental and/or optical plan, insurance due to vehicle accident or similar type of coverage, that source shall be primary with the payment by the Employer reimbursing only that portion not eligible for payment from the primary source. Reimbursement Request Forms for dental and/or optical expenses shall require the employee's certification that the coverage is not available from any other source.

ARTICLE 12 - PENSION IMPROVEMENTS

Section 12.1: Effective January 1, 1987, an employee covered by the Agreement who is eligible for a duty-disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated as sixty-six and two-thirds (66-2/3%) percent of average final compensation. Except as altered by this collective bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Policemen and Firemen Retirement Act) shall be as provided in Public Act 345.

Section 12.2: Effective January 1, 1987, an employee covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at two and one-half percent (2-1/2%) of average final compensation multiplied by years of service. Except as altered by this collective bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Policemen and Firemen Retirement Act) shall be as provided in Public Act 345.

Section 12.3: For members of the unit the Employer will add an annuity withdrawal option to its Act 345 Pension System. If the employee elects to exercise such annuity withdrawal option at the time of retirement, he or she will withdraw their employee contributions and interest thereon, and the employee's annual or monthly pension benefit shall be reduced by the actuarial equivalent of the amount withdrawn as calculated by the Employer's actuary, using the rate of assumed investment return for immediate annuities as determined and published by the Pension Benefit Guarantee Corporation (PBGC) in effect on the date of retirement. The election of the annuity withdrawal option may not be rescinded once the pension becomes effective. This option will become effective for employees who retire under the Act 345 Pension System on or after November 20, 1987.

Section 12.4: Members of the unit who retire under provisions of Act 345 Retirement System on or after July 1, 1989, shall have their retirement benefit calculated on an average final compensation based on the average of the highest annual compensation received by the member during a period of three (3) consecutive years of service contained within his/her ten (10) years of service immediately preceding his/her retirement or leaving service. If he/she has less than three (3) years of service, then the average final compensation shall be calculated on the annual average compensation received during his/her total years of service.

Section 12.5: Effective within thirty (30) calendar days after the date of execution of this Agreement, all unit members who are not currently members of the Act 345 Retirement System shall sign the necessary papers to transfer their membership from the City of Jackson Police - Fire Retirement System (Charter Serial Section 231) to the Act 345 Retirement System.

Section 12.6: Effective after July 1, 1992, upon the death of an Act 345 disability retiree prior to the age of 55, a pension benefit shall be paid to his or her surviving spouse equal to 50 percent of what would have been the deceased employee's normal regular pension had the deceased employee taken a normal retirement. Except as altered by this Collective Bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Act 345 of 1937 as last amended shall be provided in said Act.

Section 12.7: Military Buyback

For any member who enters the bargaining unit after July 1, 1996 wishing to retire as a service retiree with military buyback must pay to the City the actual cost as determined by the City's actuary of such military buyback. If the employee upon retirement elects the Employee Contribution Withdrawal Option, the employee contribution withdrawal shall be reduced by the amount paid by the employee for the military buyback option excluding any interest earned. The amounts used for this computation will be calculated by the Employer's actuary using the rate of assumed investment return for immediate annuities as determined and published by the Pension Benefit Guarantee Corporation (PBGC) in effect on the date of retirement.

Section 12.8: Cadet Buyback

Any member who entered the bargaining unit on or before July 1, 1996 who has previously served in the capacity of Police Cadet in the Jackson Police Department and who has been promoted into the unit shall be permitted to purchase such cadet prior service for pension purposes only under Act 345 under the following conditions:

1. Such employees must pay an amount to the City of Jackson Act 345 Pension System equal to 7.5% of their current wages as determined over the previous twelve (12) months multiplied by the period of time they wish to purchase, up to the maximum credited service they have available to them. Payment shall be made in a lump sum payable to the City of Jackson and paid to the City Clerk's Office.
2. Employee contributions for the purchase of this prior service shall be for pension purposes only under Act 345 and shall have no effect on departmental seniority, vacation accrual or selection, shift selection, longevity step increases or other similar matters, except reaching eligibility requirements for service retirement under Act 345.
3. Employee contributions used to purchase cadet service time shall not be subject to Employee Contribution Withdrawal Option.
4. The total buyback for cadet time shall not exceed three (3) years and when combined with military buyback cannot exceed a total of five (5) years.

ARTICLE 13 - GENERAL

Section 13.1: The parties recognize the right of the Employer to promulgate reasonable work rules/regulations and orders; however, none of the above shall be inconsistent with the terms and conditions of this Labor Agreement.

Section 13.2: The Union shall be provided suitable bulletin board space at Police Headquarters for the posting of Union notices of the following type:

- A. Notices of recreational and social events of the Union;
- B. Notices of Union elections;
- C. Notices of results of Union elections;
- D. Notices of meetings of the Union; and
- E. Such other notices as receive the prior approval of the Police Chief.

Section 13.3: It is hereby agreed between the parties that in the event any person may make a complaint against any member of this unit with the Department, which requires investigation, the Employer will give notice of such complaint to the officer involved within fifteen (15) days after completion of the investigation.

Section 13.4: In the event the Chief of Police has reason to believe an employee, as a result of physical or mental illness or disease, is unable to perform his duties, a physical or mental examination can be ordered. If the employee disagrees with the Employer's doctor's findings, the employee may obtain, at his own expense, a physical or mental examination by a doctor of his own choice. Should there be a conflict in the findings of the two doctors, then a third doctor, mutually satisfactory to the Employer and the Union, shall give the employee a physical or mental examination. The fee charged by the third doctor shall be paid by the Employer and his findings shall be binding on the employee, Employer and the Union. If an employee is found to be medically able to perform his job, any sick leave credits used as a result of this Section shall be reinstated. An employee determined to be physically or mentally disabled as provided herein shall be placed on medical layoff and said employee shall be entitled to make use of other leaves of absence provisions, including long-term disability provisions by charter, and shall not suffer loss of seniority if unable to work under these conditions. It is further understood that findings as provided by the medical panel do not limit employee's rights under the Worker's Compensation Act.

Section 13.5: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 13.6: The Employer will provide for each employee such protective devices and equipment as the Employer deems necessary for the safe performance of work.

Section 13.7: Physical Agility Testing.

- A. Effective January 1, 1990, all employees covered by this Agreement may take a physical agility test on an annual basis. Such test will be offered twice during a calendar year. Test dates will be scheduled at a minimum of six (6) months apart.
- B. Before an employee can take the physical agility test, the employee must successfully complete a medical examination and obtain a medical release to take the physical agility test. This annual examination will be at the Employer's expense. An effort will be made by the Employer to schedule the medical examination

on duty, however, if it is not possible to schedule the exam on duty the employee will not be compensated for the time involved in completing the examination. Any employee who fails the first medical examination will be allowed, at their own time and expense to obtain a release from a medical physician of their own choosing. The medical release must state that the employee is physically able to take the physical agility test. The Employer may pay for a second medical examination at the discretion of the Chief of Police.

- C. Employees covered by this Agreement who are unable to take the physical agility test for whatever reason will not be compensated.
- D. Employees sustaining an injury while taking the physical agility test will be classified as injured on duty.
- E. The Jackson Community College Health & Physical Fitness Department or other appropriate facility will provide the physical agility test to employees covered by this Agreement. The parameters of the test must be agreed to by both the Union and the Employer before the test is to be given. In the event no reasonable test is given, all employees covered by this Agreement will receive a minimum award of \$365.00.
- F. The remuneration for the employees passing the physical agility test will be as follows:

Fair rating	\$365.00
Good rating	\$487.00
Excellent rating	\$608.00
Superior rating	\$730.00

- 1. If an employee receives a minimum of a "fair" rating during the first testing in any calendar year and wishes to improve his/her rating during the second testing period in the same calendar year, the employee will reimburse the Employer for the cost associated with administering the second test. Both tests must be administered during the same calendar year. Employees who fail to meet a minimum of a "fair" rating during the first testing period in the calendar year will not be required to reimburse the Employer for the costs of taking the second test that year.
 - 2. The employee will have the option of selecting the highest rating received and will be reimbursed at that rate. Payment will be made as soon as possible after the employee makes the determination of which rating he/she wishes to use and so advises the Employer.
- G. The Employer will furnish all employees covered by this Agreement at the Employer's expense access to facilities to aid the employee in preparation for the physical agility test. Employees will be provided a basic membership at the Y Center or other approved facility. The employee must choose only one training facility not to exceed the cost of the basic membership at the Y Center.
 - H. No disciplinary action shall result against any employee covered by this Agreement who fails the physical agility test.

Section 13.8: The Employer agrees to furnish all employees covered by this Agreement, when such costs are not covered by other programs, the full cost of tuition, books required and fees. This applies to either (1) approved undergraduate programs of study and/or approved courses within an undergraduate degree or (2) approved graduate programs and/or approved courses within the graduate degree.

An employee covered by this Agreement is entitled to receive reimbursement for either (1) or (2) above, but not both. Any such programs or courses must have written approval of the police chief prior to taking such courses to be eligible for reimbursement. The maximum dollar reimbursement for tuition shall be the per credit rate charged at

Michigan State University or the applicable conversion rate table; and in order to be eligible for reimbursement of tuition, books and fees, the employee must successfully complete each undergraduate class with a grade of "C" or better or its numerical equivalent. In a graduate program, the employee must successfully complete each class with a grade of "C" or better or its numerical equivalent and remain in "good academic standing" in the graduate program.

Section 13.9: All sworn Jackson Police Department personnel are obligated to report to work to their assigned duty station at properly assigned times or receive an excuse for the absenteeism from their immediate, available superior. In cases of natural disaster or extreme weather conditions, the Department will make every reasonable effort within their resources to assist employees in meeting their work obligations. However, an employee, who does not report for work at his assigned duty station shall not be paid.

Section 13.10: 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 that 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 waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

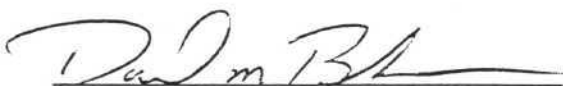
Section 13.11: No agreement or understanding contrary to this collective bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto, unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing, including civil services rules and regulations and personnel policy and procedures.

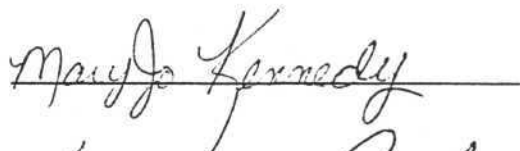
ARTICLE 14 - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the date of its execution, and shall be retroactive to include all unit members who were of the active payroll as of July 1, 1995. This Agreement shall remain in full force and effect until 12:01 a.m. on the first day of July 1999, and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

Executed this 1st day of November 1996, in Jackson, Michigan.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN, JACKSON DIVISION

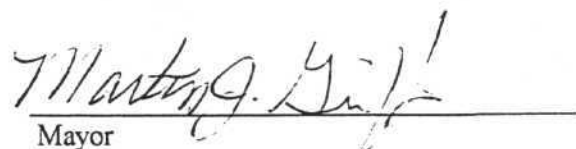







Business Agent,
Command Officers Association of Michigan

CITY OF JACKSON


Mayor


City Clerk


Director of Personnel and Labor Relations

APPENDIX A

COAM SALARY SCHEDULE

SCHEDULE VII

Effective July 1, 1995 - 3%

Class Grade	Pay Basis	BASE RATES						LONGEVITY	
		(Step 1) Minimum 1st Year	(Step 2) Next Year	(Step 3) Next Year	(Step 4) Next Year	(Step 5) Next Year	(Step 6) Maximum After 5 Years	(1L) 12 Years Service*	(2L) 18 Years Service*
85	Annual	35,182	36,848	38,340	39,925	41,606	43,383	44,813	45,933
	Bi-weekly	1,353.14	1,417.24	1,474.61	1,535.57	1,600.24	1,668.58	1,723.59	1,766.66
86	Annual	36,848	38,340	39,925	41,606	43,383	45,249	47,054	48,233
	Bi-weekly	1,417.24	1,474.61	1,535.57	1,600.24	1,668.58	1,740.33	1,809.77	1,855.11
87	Annual	38,689	40,259	41,921	43,689	45,552	47,511	49,404	50,640
	Bi-Weekly	1,488.04	1,548.42	1,612.35	1,680.34	1,752.01	1,827.35	1,900.15	1,947.68
88	Annual	40,623	42,271	44,017	45,874	47,829	49,888	51,874	53,174
	Bi-weekly	1,562.41	1,625.82	1,692.98	1,764.38	1,839.59	1,918.78	1,995.17	2,045.15

85 = Sergeant

87 = Lieutenant

*Including one year at preceding rate.

Effective July 1, 1996 - 3%

Class Grade	Pay Basis	BASE RATES						LONGEVITY	
		(Step 1) Minimum 1st Year	(Step 2) Next Year	(Step 3) Next Year	(Step 4) Next Year	(Step 5) Next Year	(Step 6) Maximum After 5 Years	(1L) 12 Years Service*	(2L) 18 Years Service*
85	Annual	36,237	37,954	39,490	41,122	42,854	44,685	46,158	47,311
	Bi-weekly	1,393.74	1,459.76	1,518.85	1,581.63	1,648.24	1,718.64	1,775.29	1,819.66
86	Annual	37,954	39,490	41,122	42,854	44,685	46,606	48,466	49,680
	Bi-weekly	1,459.76	1,518.85	1,581.63	1,648.24	1,718.64	1,792.54	1,864.06	1,910.77
87	Annual	39,850	41,467	43,179	45,000	46,919	48,936	50,886	52,159
	Bi-Weekly	1,532.68	1,594.87	1,660.72	1,730.75	1,804.57	1,882.17	1,957.16	2,006.11
88	Annual	41,841	43,539	45,338	47,250	49,264	51,385	53,431	54,769
	Bi-weekly	1,609.29	1,674.59	1,743.77	1,817.31	1,894.78	1,976.34	2,055.02	2,106.50

85 = Sergeant

87 = Lieutenant

*Including one year at preceding rate.

Adopted: August 27, 1996

APPENDIX A

COAM SALARY SCHEDULE SCHEDULE VII

Effective July 1, 1997 - 3%

Class Grade	Pay Basis	BASE RATES						LONGEVITY	
		(Step 1) Minimum 1st Year	(Step 2) Next Year	(Step 3) Next Year	(Step 4) Next Year	(Step 5) Next Year	(Step 6) Maximum After 5 Years	(1L) 12 Years Service*	(2L) 18 Years Service*
85	Annual	37,324	39,092	40,675	42,356	44,140	46,025	47,542	48,730
	Bi-weekly	1,435.55	1,503.55	1,564.42	1,629.08	1,697.69	1,770.20	1,828.55	1,874.25
86	Annual	39,092	40,675	42,356	44,140	46,025	48,004	49,920	51,170
	Bi-weekly	1,503.55	1,564.42	1,629.08	1,697.69	1,770.20	1,846.32	1,919.99	1,968.09
87	Annual	41,045	42,711	44,474	46,350	48,326	50,404	52,413	53,724
	Bi-Weekly	1,578.66	1,642.72	1,710.54	1,782.68	1,858.71	1,938.63	2,015.87	2,066.30
88	Annual	43,097	44,846	46,698	48,668	50,742	52,926	55,034	56,412
	Bi-weekly	1,657.56	1,724.83	1,796.08	1,871.83	1,951.62	2,035.63	2,116.67	2,169.70

85 = Sergeant

87 = Lieutenant

*Including one year at preceding rate.

Effective July 1, 1998 - 3%

Class Grade	Pay Basis	BASE RATES						LONGEVITY	
		(Step 1) Minimum 1st Year	(Step 2) Next Year	(Step 3) Next Year	(Step 4) Next Year	(Step 5) Next Year	(Step 6) Maximum After 5 Years	(1L) 12 Years Service*	(2L) 18 Years Service*
85	Annual	38,444	40,265	41,895	43,627	45,464	47,406	48,969	50,192
	Bi-weekly	1,478.61	1,548.66	1,611.35	1,677.95	1,748.62	1,823.30	1,883.41	1,930.47
86	Annual	40,265	41,895	43,627	45,464	47,406	49,444	51,417	52,705
	Bi-weekly	1,548.66	1,611.35	1,677.95	1,748.62	1,823.30	1,901.71	1,977.59	2,027.13
87	Annual	42,276	43,992	45,808	47,740	49,776	51,917	53,985	55,335
	Bi-Weekly	1,626.02	1,692.00	1,761.86	1,836.16	1,914.47	1,996.79	2,076.35	2,128.29
88	Annual	44,390	46,191	48,099	50,128	52,264	54,514	56,685	58,104
	Bi-weekly	1,707.29	1,776.57	1,849.96	1,927.99	2,010.17	2,096.70	2,180.17	2,234.79

85 = Sergeant

87 = Lieutenant

*Including one year at preceding rate.

Adopted: August 27, 1996

APPENDIX B

LETTER OF AGREEMENT

RETIREE'S MEDICAL INSURANCE BY OTHERS

The City of Jackson, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan (hereinafter "the Employer"), and the Command Officers Association of Michigan, Jackson Division (hereinafter "the Union"), as the duly recognized sole and exclusive collective bargaining agent for lieutenants and sergeants of the Jackson Police Department, do hereby agree by way of this letter of agreement, which is hereby attached to and incorporated by reference into a collective bargaining agreement signed by the parties April 16, 1993 as follows:

1. Any current member of this unit who retires during the life of this agreement and who is currently covered by City paid medical insurance who chooses to be covered by medical insurance through the employer of his or her spouse or through another employer shall be paid one-half (1/2) of the actual monthly cost of the retiree's coverage to the City each month providing:
 - a. The retiree submits, upon request of the Employer, proof of coverage by the employer of his or her spouse or through another employer of the retiree; and
 - b. The alternative coverage is deemed by the Employer to be reasonably comparable to its plan.

The Employer further agrees that any retiree of the Unit shall have the right to re-enter the current City health care plan in the event he or she can document the loss of insurance coverage from the alternative plan.

Executed this 16th day of April, 1993, in Jackson, Michigan.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN, JACKSON DIVISION

CITY OF JACKSON

/s/ David Bachman

/s/ Betty J. Granger

Mayor

/s/ Scott Rogers

/s/ Sandra L. Price

City Clerk

/s/ Karl R. Ankrom

/s/ Roger D. Wilson

Director of Personnel and Labor Relations

/s/ Jim DeVries

Business Agent

Command Officers Association of Michigan

APPENDIX B

LETTER OF AGREEMENT

RETIREE'S MEDICAL INSURANCE BY OTHERS

Re: Agreement regarding interpretation of Appendix B - Retiree's Medical Insurance By Others

The last paragraph of this Appendix B reads as follows:

"The Employer further agrees that any retiree of the Unit shall have the right to re-enter the current City health care plan in the event he or she can document the loss of insurance coverage from the alternative plan."

After discussion between the City and the Association it is agreed that the sentence cited above shall be interpreted to mean that a retiree is eligible to re-enter the insurance program at the same benefit level which was in effect at the time of that person's retirement.

Executed this 14th day of May, 1993, in Jackson, Michigan.

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN, JACKSON DIVISION

CITY OF JACKSON

/s/ David Bachman

/s/ Betty J. Granger
Mayor

/s/ Scott J. Rogers

/s/ Sandra L. Price
City Clerk

/s/ Karl R. Ankrom

/s/ Roger D. Wilson
Director of Personnel and Labor Relations

/s/ Jim DeVries/kw
Business Agent
Command Officers Association of Michigan

APPENDIX C

Memorandum of Understanding

The Command Officer Association of Michigan and the city of Jackson hereby enter into this memorandum of understanding to change certain testing standards for physical agility.

The following table for men's and women's body fat shall replace those previously used:


Men's Percent Body Fat
Adjusted Point Value


VERY LOW	29% and Above	(55.00pts)
LOW	26-28	(65.00pts)
FAIR	24-25	(75.00pts)
GOOD	22-23	(85.00pts)
EXCELLENT	17-21	(95.00pts)
SUPERIOR	16% and Below	(100.00pts)

Women's Percent Body Fat
Adjusted Point Value

VERY LOW	38% and Above	(55.00pts)
LOW	35-37	(65.00pts)
FAIR	28-34	(75.00pts)
GOOD	24-27	(85.00pts)
EXCELLENT	20-23	(95.00pts)
SUPERIOR	19% and Below	(100.00pts)


David Bachman, COAM President Date


A/Chief Kent L. Maurer Date


Roger Wilson, Personnel Director Date

APPENDIX D

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

DRUG TESTING POLICY

I. PURPOSE

- A. The Police Department has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug free.
- B. The department and the employee may be liable for failing to address and ensure employees can perform their duties without endangering themselves or the public.
- C. There is sufficient evidence to conclude that use of illegal drugs, drug dependence, and drug abuse seriously impairs an employee's performance and general physical and mental health. The department has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure drug tests are ordered based on a reasonable objective basis; and to inform the employee that testing is a condition of employment.

II. DEFINITIONS

- A. Employee: All personnel employed by the Jackson Police Department, both sworn and civilian.
- B. Supervisor: Both sworn and civilian employees assigned to a position having day-to-day responsibility for supervising subordinates, or responsible for commanding a work element.
- C. Drug Test: A urinalysis or other test administered under approved conditions and procedures to detect drugs.
- D. Reasonable Objective Basis:
 1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and prudent person to believe the employee was under the influence or using drugs/narcotics.
 2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.

III. POLICY

- A. Any statutory defined illegal use of drugs by an employee, whether at or outside police employment is strictly prohibited.
- B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc, is strictly prohibited; except as required in the lawful performance of their duties as a member of the Jackson Police Department.

1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.
- C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.
1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the employer or supervisor.

IV. GENERAL

A. Hearing.

If the department has a reasonable suspicion to believe an employee has violated this policy, the following procedure will apply:

1. Any employee suspected of violating this policy will be given an immediate hearing with the following persons present:
 - a. Employee
 - b. Employee's Union Representative, if applicable
 - c. Employee's Supervisor
 - d. Chief of Police or designee
2. The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at this hearing and the employee shall, at the same time, be given the opportunity to explain his/her behavior or actions.
3. If it is determined by the Chief of Police that the reasonable suspicion is substantiated, the employee will be placed on administrative leave pending the results of an appropriate test.
4. Said employee shall be required to submit to an immediate blood and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs.
5. Such test shall be given pursuant to the procedure as outlined in Appendix D-1 or prior arrangement at a site determined by the department.
6. The employee shall submit to such test and release of test results to the City; failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.
7. After the test has been given and the results known, the employee:
 - a. Will be put back to work with full pay for time lost, should the test results be negative; or
 - b. Shall be subject to discipline, including discharge, should the test results be positive.

- B. All property belonging to the department is subject to inspection at any time without notice, as there is no expectation of privacy.
 - 1. Property includes, but is not limited to, police owned vehicles, desks, containers, files and storage lockers.
 - 2. Employees' assigned lockers (that are locked by the employee) are also subject to inspection by the employee's supervisor after reasonable advance notice (unless waived by the Chief of Police) and in the presence of the employee.
- C. Police employees who have reasonable objective basis to believe that another employee is illegally using drugs or narcotics shall report the facts and circumstances immediately to their supervisor.

V. PROCEDURE

A. Drug Testing/Urinalysis

1. Applicants

All applicants for employment shall be tested for drug or narcotic usage as a part of their pre-employment medical examination. The testing procedure and safeguards set forth in this order shall be followed by the examining physicians and others involved in the testing procedure.

- a. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis of discontinuing an applicant in the selection process. Any use or possession that constitutes a felony shall preclude any further consideration for employment.
- b. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.
- c. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.
- d. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.
- e. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused the test are not eligible for further consideration.
- f. The results of drug tests on applicants shall be confidential and used for official purposes only.

2. Current Employees of the Department

- a. The Chief of Police may order a drug test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties. The contents of any documentation shall be made available to the employee.
- b. Current employees may be ordered by the Chief of Police to take a drug test where:

- (1) there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics; or
 - (2) there has been the use of deadly force involving an injury or death; or
 - (3) there has been serious injury to the employee.
- c. A drug test may be part of any routine physical examination. Such physical examination may be required for promotion or specialized assignment, ie, drug enforcement unit, evidence management, or an assignment which places the employee in close proximity to drugs that may be abused.
 - d. Test results reporting the presence of illegal drugs or narcotics in excess of those specified in Appendix D-2, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug will be submitted as a part of a written complaint by the supervisor, consistent with Item c. above, requesting departmental action.
3. Current Sworn Employees Assigned to a Drug Enforcement Unit

Any employee assigned to a unit which has a primary responsibility for drug enforcement shall be required (in addition to Item 2. above) to submit to periodic drug tests at the discretion of the Chief of Police or designee.

- a. Prior to accepting a drug enforcement assignment, an employee shall execute a written agreement and release stating that he/she fully consents to any medical, physical, psychiatric, psychological or other testing, including urine and/or blood tests for drug or narcotic substances.
 - b. The Chief of Police shall select the date and time when each employee assigned will be tested. The test may be administered randomly without advance notice.
4. The procedure for administering the urinalysis program is outlined in Appendix D-1 of this policy.
 5. Should an employee recognize himself to be substance dependent and asks the City of Jackson for a leave of absence before being confronted by management through the above procedure, he/she shall be granted accumulated vacation, sick or compensatory time off while under the care of a City-recognized rehabilitation program. If such paid time off is not available to the employee, he/she shall be granted a leave of absence without pay for this purpose. He/she will be reinstated after the successful completion of the program, but remain on probation for one (1) year during which time he/she must remain substance-free and the employee will be subject to random unannounced testing. Should he/she not complete the one (1) year rehabilitation, the individual will be terminated on his dismissal or withdrawal from the program or violation of the program.

VI. RESPONSIBILITY

Failure to comply with the provisions of this policy may be used as grounds for disciplinary action. Refusal by a police employee to take the required drug test or follow this policy will result in immediate suspension from duty pending final disciplinary action.

APPENDIX D-1

BLOOD AND/OR URINALYSIS PROCEDURES

A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening step; and
 - b. Confirmation step.
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of drugs or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.
5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatograph/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second laboratory. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal

drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence/Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.
2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods

- a. TLC (Thin Layer Chromatography), recommended for initial step, or HPLC (High Performance Thin Layer Chromatography).
- b. GLC (Gas Liquid Chromatography).
- c. GC/MS (Gas Chromatography/Mass Spectrometry), recommended for confirmation step.
- d. HPLC (High Pressure Liquid Chromatography).

2. Immunological Methods

- a. RIA (Radioimmunoassay).
- b. EMIT (Enzyme Multiplied Immunoassay Technique), recommended for initial screening step.

APPENDIX D-2

<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>CG/MS Confirmation</u>
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	100 ng/ml	15 ng/ml
Opiates - Codeine	300 ng/ml	300 ng/ml
Opiates - Morphine	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Methaqualone	300 ng/ml	200 ng/ml
Methadone	300 ng/ml	200 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml
Alcohol	.02 BAC	.02 BAC

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