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6/30/98

Labor Agreement

**City of Jackson
and
Jackson Lodge #70
Police Officers Labor Council**

Jackson, City of

July 1, 1995 through June 30, 1998

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A G R E E M E N T

THIS AGREEMENT, made effective this 8th day of February, 1994, by and between the CITY OF JACKSON, a Michigan Municipal Corporation, hereinafter referred to as the Employer, and the JACKSON LODGE #70, POLICE OFFICERS LABOR COUNCIL, MICHIGAN, hereinafter referred to as the Lodge.

WITNESSETH:

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Lodge. Recognizing that the interest of the Community and the job security of the employees depend upon the Employer's ability to continue to provide proper police services to the community, the Employer and the Lodge 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.

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, the Employer recognizes the Lodge as the sole and exclusive collective bargaining agency for all sworn police officers below the rank of Sergeant, but excluding all sworn police officers of the rank of Sergeant and above and all other employees of the Employer.

Section 1.2: The Lodge 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 Employer and its employees are vested solely and exclusively in the Employer.

- A. Nothing contained in this Agreement shall be construed to in anyway 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 1.3: The Employer and the Lodge 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 Lodge, its agents or members discriminate against any employee or applicant for employment because of his membership or nonmembership in the Lodge.

Section 1.4: It is understood and agreed that all present employees covered by this Agreement who are members of the Lodge shall remain members in good standing for the duration of this Agreement or cause to be paid to the Lodge a representation fee equivalent to their fair share of the Lodge's cost of negotiating and administering this Agreement as determined by the Lodge. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Lodge shall become and remain members in good standing of the Lodge within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Lodge a representation fee equivalent to their fair share of the Lodge's cost of negotiating and administering this Agreement as determined by the Lodge. All employees covered by this Agreement and who are hired after the effective date thereof, shall become and remain members of the Lodge in good standing or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Lodge upon the completion of their probationary period.

- A. The Lodge shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason or mistake of fact which were in the control of or responsibility of the Lodge.

Section 1.5: All those employees who are or become members of the lodge and who presently execute payroll deduction authorization cards therefor, the provisions 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 Lodge 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 Lodge.

Section 1.6: 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.

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 Agreement which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the employee's Captain by the employee or his Lodge 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. The Captain shall give a written answer to the employee or his Lodge representative within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the receipt of the written grievance. 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 Captain.

SECOND STEP. If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Lodge representative and/or employee must state in writing why the First Step answer was not acceptable

and said Lodge representative or employee must present the grievance to the Chief and/or someone designated by him within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the Captain gave the employee the written First Step answer. The Chief and/or his designated representative shall meet with the Lodge representatives 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 three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the discussion, the Chief shall give the Lodge a written Second Step answer. If the answer is satisfactory, the Lodge representative shall so indicate in writing giving one (1) copy of the settled grievance to the Chief.

THIRD STEP. If the grievance has not been resolved in the Second Step and the Lodge desires to appeal it to the Third Step, the Lodge representative and/or the employee must state in writing why the Second 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 Lodge representative his Second Step answer. The Personnel Director and/or someone designated by him shall meet with the Lodge representative and discuss the grievance within three (3) 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 Lodge representative a written Third Step answer. If the answer is satisfactory, the Lodge representative shall so indicate in writing giving one (1) copy of the settled grievance to the Personnel Director.

FOURTH STEP. If the grievance has not been resolved by the foregoing steps, and the Lodge desires to process the grievance further, it shall within ten (10) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after receipt of the written Third Step answer from the Personnel Director, give written notice to the Chief of Police and the Personnel Director of its desire to arbitrate the grievance. Said written notice shall contain information regarding the grievance, and shall contain a list of not more than five (5) and not less than three (3) arbitrators selected by the Lodge to hear the grievance. The Employer shall, within five (5) days thereafter, submit to the Lodge representative the names of not less than three (3) nor more than five (5) arbitrators if it cannot agree to an arbitrator submitted by the Lodge. The parties shall then meet within five (5) regularly scheduled working days for the purpose of mutually selecting an arbitrator and should they not do so, they shall file a joint submission to MERC (The Michigan Employment Relations Commission) with a request for a list of arbitrators. The arbitrator so selected shall hear the grievance based upon the mutual submission. In the event a mutual submission cannot be agreed upon, each party shall make its individual submission and the arbitrator shall determine all questions, including threshold questions based upon the submission, except questions of law. Failure to request arbitration in writing within the period as is set forth herein shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add or subtract, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation or application of the specific provisions contained herein, including the application of any work rules promulgated by the Employer. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any discipline including 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 shall be paid by the losing party. Each party shall be

responsible for the expense of its own witnesses to include wages. The Employer agrees that on-duty Lodge witnesses required for the arbitration case will be given up to one (1) hour release time for preparation of the case, subject to approval of the Chief of Police and the operational requirements of the department and shall be released to present testimony at the arbitration hearing.

Section 2.3: Time limits at any step of the grievance procedure may be extended only by mutual agreement between the Employer and the Lodge. In the event the Lodge 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 Lodge 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 - DISCHARGE CASES

Section 3.1: No employee shall be suspended, reduced in rank or discharged without just cause. In the event an employee under the jurisdiction of the Lodge, who has completed his probationary period, shall be 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 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 suspension.

- A. It is understood and agreed that when an employee files a grievance with respect to his 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 3.2: In the event it should be decided under the Grievance Procedure that the employee was unjustly 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 suspension.

Section 3.3: It is understood and agreed that the Grievance Procedure shall be the only procedure available to protest an alleged unjust suspension, reduction in rank or discharge and that the procedure contained in the City's Civil Service Ordinance shall not apply to unit members in cases of discharge, reduction in rank or suspension.

ARTICLE 4 - STRIKES AND LOCKOUTS

Section 4.1: The Lodge agrees that during the life of this Agreement, neither the Lodge, its agents nor its members will authorize, instigate, aid or engage in a work

stoppage, slowdown or strike. The Employer agrees that during the same period there here will be no lockouts.

Section 4.2: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike, may be disciplined or discharged in the sole discretion of the Employer.

ARTICLE 5 - SENIORITY

Section 5.1: Department seniority shall be defined as an employee's length of continuous, full-time employment as a sworn police officer with the Employer since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a sworn police officer at the instruction of the Employer since which he has not quit, retired or been discharged, and not reinstated with full seniority rights. Classification seniority shall be defined as an employee's continuous time spent in any bargaining unit classification in which he has successfully completed his probationary period and shall include only that time spent in the classification as a permanent employee, except the patrol officer classification seniority shall equal the employee's department seniority as defined above. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds except as hereinafter provided.

- 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: All new employees shall be probationary employees until they have actually worked twelve (12) consecutive months for the Employer. 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. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Section 5.3: The Department will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board and updated as the need exists. The names of all employees, who have completed their probationary periods, shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in sequence by score on the written examination for their present position, and then if their scores are identical, alphabetically by the first letter of their last name, the same procedure shall be followed with respect to their first names.

Section 5.4: 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 City of his intention to return to work within five (5) regularly scheduled 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 City 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 his non-unit Supervisor or the Chief within such

three (3) day period of a justifiable reason for such absence. However, exceptions may be made in 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 5.6 of this Article.

Section 5.5: When, in the judgment of the Employer, it is necessary to eliminate a job classification or to reduce the number of occupants in a job classification, the last employee or employees to enter such job classification shall be the ones removed therefrom. Employees thus removed from the job classification shall exercise their classification seniority, as defined in Section 5.1 of this Article, in any lower-rated bargaining unit classification, which they have permanently occupied during their employment with the Police Department. Employees thus displaced from their job classification shall exercise the same right. The layoff provision shall not apply where the application thereof would result in the department being required to lay off an employee possessed of special skill essential to properly perform the work available at the time of layoff, not possessed by employees having greater seniority. Employees bumping into lower-rated classifications shall be paid the rate of said lower classification.

- A. If employees are to be laid off management will notify the P.O.L.C. prior to any layoff.

Section 5.6: 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 5.7: When the Employer determines it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification 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 bid 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 subsections (1) and (2) below, shall be given a written examination administered by the Department of Personnel and Labor Relations.
 - 1. The prerequisites for Detective shall be two (2) years of continuous service in the Jackson Police Department, immediately preceding the examination, and holding the rank of Patrol Officer or Constable.
 - 2. The prerequisites for Police Sergeant shall be four (4) years of continuous service in the Jackson Police Department, immediately preceding the examination, and holding rank of Patrol Officer, Detective or Constable.
- B. Upon conclusion of the written 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 above.

- C. The applicants who receive a passing score shall be given an Internal Oral Board examination by a board composed of persons in the employ of the Police Department. Such a board will be made up of one (1) command officer, two (2) non-probationary sergeants, one (1) non-probationary detective and one (1) patrol officer, who shall have at least two (2) years service in the Jackson Police Department. Such members will be drawn at lot, but any such member shall receive the approval of the Chief of Police. In all cases, the P.O.L.C. President, Vice President and JPD Division Vice President shall be excluded. Upon completion of Internal Oral Board examination, the oral board scores for each applicant who took the oral board examination shall be combined with the written score with each holding 50% weight. This combined score shall then be arranged in descending order by a representative of the Chief and the Lodge who did not compete for the position starting with the applicant who received the highest combined score downward to the applicant who received the lowest score. Qualified applicants for promotion to a position under this procedure shall be rated by the same oral board.
- D. The top 50% of the combined oral and written exam shall then be given an External Oral Board examination. The External Oral Board shall be composed of persons not in the employ of the City, preferably two (2) sworn officers of a higher rank than the position being interviewed for, one (1) civilian representing the general community interests and one (1) civilian representing a supervisory or management interest. All qualified applicants shall be rated by the same oral board.
- E. Upon conclusion of the External Oral Board, the weights placed on each of the steps shall be as follows:
- 50% - Written Examination
 - 30% - Internal Oral Board
 - 20% - External Oral Board
- 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.
- F. When an employee is awarded a job under this Section, he shall be on job probation and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first one (1) year of work in his new job classification. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding for such job.
- 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. Promotion, during the effective period of the list, shall be made from said list. Temporary promotions, during the effective period of the list shall be made from said list.

Section 5.8: 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 for a period of fifteen (15) work days. Said assignment for training shall not exceed four (4) calendar months within a twelve (12) month period.

Section 5.9: An employee who has been promoted or transferred from the bargaining unit to another position outside the bargaining unit, but within the Police Department as a sworn officer, shall continue to accumulate seniority within the classification from which transferred or promoted during the probationary period of the position or rank to which the employee is transferred or promoted. Upon successful completion of the probationary period in the new rank or position and the permanent appointment of the employee to the new rank classification or position, the promoted or transferred employee's classification seniority shall be as defined in Section 5.1 of Article 5. If at any time after an employee is promoted or transferred, the City eliminates the classification to which the employee was promoted or transferred or reduces the number of employees in said classification, thus requiring the removal of the transferred or promoted employee from a classification, said employee may exercise his/her classification seniority to return to any bargaining unit classification in which he/she has classification seniority. An employee displaced from his/her classification due to this Section shall have the right to bump to a lower classification within the provisions of this Agreement. Employees exercising their seniority to re-enter the bargaining unit under this Section shall not exercise seniority for matters that are in the current scheduling cycle, i.e., vacation, shift preference, and days off.

Section 5.10: At the beginning of each yearly shift cycle, the Unit Commanders will post the available leave days for their respective unit. The most senior employee shall have the first choice of leave days in descending order to the employee with the least amount of seniority. These chosen leave days shall remain in force for a period of one (1) year and shall not be changed, unless the requesting employee can produce another employee from the same unit willing to change leave days, the latter being approved by the respective Unit Commander, or unless quits, reassignments, terminations, promotions or extended illnesses necessitate a reassignment of leave days to give proper shift coverage. Such reassignment shall be done in a manner as to affect the least possible number of employees.

- A. Employees reassigned to a unit from another unit, if replacing a vacancy of an employee of that unit, shall receive the leave days assigned to the previous employee. If the reassignment to a unit is as an extra employee on the unit, the leave days will be assigned at the discretion of the Unit Commander. These leave days shall remain in force in accordance with provisions of Section 5.10.

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 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, or in the event of serious illness in the employee's immediate family. 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 an employee's current spouse, children, parents, brother, sister, current parents-in-law, grandparents and grandchildren. 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. Sick leave usage shall be deducted from earned sick leave to the nearest 1/10 of an hour as shown on the employee time record. If the sickness or 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.

- 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. It is understood and agreed that sick leave time used will be counted as time worked for the purposes of computing overtime pursuant to the provision of Article 7, Section 7.2 of this Agreement.
- 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 one hundred twenty (120) or more hours 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. Employees hired after May 19, 1990, shall be entitled to be paid fifty (50%) percent of his/her accumulated sick leave credits, up to a maximum of 120 days (960 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 City 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: Six hundred fifty (650) hours of total release time, with pay, during the entire term of this Agreement will be provided by the City to enable police officers to attend the State Convention of the Fraternal Order of Police/Police Officers Labor Council, to attend the National Convention of the Fraternal Order of Police and to attend the functions necessary if an employee is elected to State or National Fraternal Order of Police/Police Officers Labor Council office. In addition, the Chief may, in his discretion, allow up to one hundred fifty (150) hours of total paid release time during the entire term of this Agreement to police officers to attend to F.O.P./P.O.L.C. business.

Section 6.6: 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, or 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 6.7: An employee, upon completing his probationary period, 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 above, 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.

ARTICLE 7 - HOURS

Section 7.1: 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. In cases of special unit assignment, the Chief, the Lodge representative and the affected employees shall determine the hours of work and method of payment for said hours.

Section 7.2: Time and one-half (1-1/2) the employee's regular hourly 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 Lodge and Special Unit Employees have agreed to work hours in excess of eight (8) per day. The employee, as his option, may elect to take his overtime as compensatory time off provided that he has not accumulated one hundred twenty (120) hours of compensatory time. All employees who have accumulated one hundred twenty (120) or more hours as of June 30, in any year shall not be allowed to accumulate any more compensatory time off. Employees who have more than one hundred twenty (120) hours of compensatory time as of July 1 each year, must use all hours over one hundred twenty (120) by June 30 year each or the City shall pay off all hours in excess of one hundred twenty (120).

- A. 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.
- B. 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. Special event overtime shall be posted for voluntary sign-up. In the event that such overtime is not filled voluntarily by suitable employees, the Employer shall fill such requirement in its discretion.

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 (1-1/2) his regular straight-time hourly rate, or shall be paid for actual time worked at time and one-half 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 (1-1/2) their regular straight-time hourly rate.

- A. When, as a result of performing his duties as a police officer, 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 employee's 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.

- B. When an employee is required to return to work during off-duty hours for the purpose of obtaining a warrant he shall receive not less than two (2) hours of pay at time and one-half (1-1/2) his regular straight-time hourly rate, or shall be paid for actual time worked at time and one-half (1-1/2) 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.
- C. Employees required to report to work for a disciplinary conference which may result in a disciplinary layoff or discharge, shall receive no compensation. If an employee is called into work to receive a verbal or written warning, he shall be compensated in accordance with Section 7.3 above. However, an employee may be held over after his regular shift for up to thirty (30) minutes or be required to report thirty (30) minutes before his or her regular starting time for purposes of receiving a verbal or written warning without compensation.

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: Special Unit employees and other plainclothes employees as determined by the Chief shall be supplied plain clothes consisting of three blazer-type or sportcoat-type jackets, three pair of slacks, three long-sleeved shirts, three short-sleeved shirts, and two ties. These items shall be replaced as needed as determined by the Police Chief. 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 City hereby agrees to supply all required uniforms to the uniformed personnel covered by this Agreement. The City 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.

Section 8.3: Both parties to this Agreement recognize the need for officers to acquire and maintain their skills with firearms and to this end each sworn officer employed in the unit prior to May 19, 1990, shall be required to successfully complete the M.L.E.O.T.C. (Michigan Law Enforcement Officer Training Council) qualification shoot annually. Upon the successful completion of said shoot each year, i.e., shooting the minimum qualifying score, each such officer shall be paid a three hundred sixty-five dollar (\$365.00) weapon proficiency allowance. The M.L.E.O.T.C. qualification match will be fired under the supervision of an approved department firearms instructor.

- A. Unit members as defined above shall have the option of continuing to receive said weapon proficiency allowance or to elect to come under provisions of the physical agility testing/allowance as contained in Section 13.7 of this Agreement. The employee must notify the Chief of Police in writing of said election by either September 1, 1990, or September 1, 1991. No employee shall be eligible to receive payment for both weapon proficiency testing and physical agility testing in the same calendar year. Once the option to elect to receive the physical agility testing allowance is elected, the employee will not have the opportunity to revert to the weapon proficiency testing allowance.
- B. Employees hired into the unit after May 18, 1990, shall not be eligible for the weapons proficiency allowance but shall automatically come under the provisions of Section 13.7.

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 management.

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. When an employee is not scheduled to work and does not work, he shall be credited with eight (8) hours compensatory time off. An employee, who is scheduled to work but is given the day off, shall receive no compensatory time off.

Section 9.4: The senior employee, within a classification within a given unit, will be given the option to work or take a layoff when the City reduces its work force on a holiday.

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. An employee who has completed twenty (20) or more years of continuous service with the Employer since his last hiring date shall receive one hundred eighty four (184) 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 entitled 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.

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 select 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 leave 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 May 19, 1990 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. Also see Appendix D, page 31.

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 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.

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 July 1, 1989, 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 (Police and Fire 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 (Police and Fire Retirement Act) shall be as provided in Public Act 345.

Section 12.3: For members of the unit the Employer will add an Employees Contribution Withdrawal Option to its Act 345 Pension System. If the employee elects to exercise such Employees Contribution 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 Employee's Contribution 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 April 7, 1987. Also see Section 12.8.

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: All unit members who are not currently members of Act 345 Retirement System shall exercise the option to go into the Act 345 Retirement System by 5:00 p.m., January 10, 1991, by so advising of their election to either remain in the old Policemen's and Firemen's Retirement Plan or to become a member of the Act 345 Retirement System by so notifying the Director of Labor Relations. Failure to so notify said Director by said date and time shall bar said unit member from subsequently electing said option. All unit members who are currently members of the Act 345 Retirement System shall remain members of that System. All employees who are hired after May 19, 1990, shall only be eligible to become members of the Act 345 Retirement System.

Section 12.6:

- A. Present members of the unit who have previously served in the capacity of Police Cadet in the Jackson Police Department and who have been promoted into the unit without a break in service shall be permitted to purchase such continuous 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 salary as of the date they make such payment 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. Such service must be purchased during the term of this Labor Agreement. If such service has not been purchased by the expiration of this Labor Agreement, the prior service as a Cadet shall not be available in the future as credited service under Act 345.
 3. 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.
- B. Cadets who subsequently are promoted into the unit after the effective date of this Agreement and have not had a break in service shall be allowed to purchase such prior service as Cadets by paying an amount to the City of Jackson Act 345 Pension System equal to 7.5% of their current salary as of the date they make such payment multiplied by the period of time they wish to purchase, up to the maximum 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. They must exercise this option within one calendar year after the date they are promoted into the unit. If payment is not made within one calendar year period, they shall not be permitted to purchase such service after that date. Subsection (A)(3) shall also apply to these employees.

Section 12.7: 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 12.8: As of January 1, 1998, any member of the unit wishing to retire as a regular retiree with military buy-back must pay to the City the actual cost as determined by the City's actuary of such military buy-back. If the employee upon retirement elects the Employee Contribution Withdrawal Option and any military buy-back occurred within five (5) years prior to the date of retirement, the Employee Contribution Withdrawal will be reduced by a penalty amount which is the difference between the interest the military buy-back amount would have earned if purchased five (5) years prior and the amount actually 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. If the military buy-back occurred more than five (5) years previous, no penalty will be assessed.

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. In addition, any disciplinary action taken may be reviewed by exercise of the Grievance Procedure.

Section 13.2: The Lodge shall have the right to use departmental facilities and equipment, including typewriters, Xerox machines and other duplicating equipment at reasonable times, when such equipment is not otherwise in use. The Lodge shall be responsible for such equipment and pay for the actual cost of all materials and supplies incidental to such use.

Section 13.3: The Lodge shall have the right to use departmental mailboxes to notify the Lodge members of meetings, special notices and other written communications as determined by duly elected Lodge representatives.

Section 13.4: The Lodge shall be provided suitable bulletin board space at Police Headquarters for the posting of Lodge notices of the following type:

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

Section 13.5: It is hereby agreed between the parties that in the event any person may make a complaint against a Police Officer with the Department, which requires investigation, the City will give notice of such complaint to the Officer involved within fifteen (15) days after completion of the investigation.

Section 13.6: 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 Lodge, 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 Lodge. 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.

- A. Employees who, at the time of execution of this Agreement, have a physical defect, caused by injury, shall be allowed to remain on active duty provided they maintain the level of physical ability that they had at the time of the execution of this Agreement.

Section 13.7: Physical Agility Testing

- A. All employees covered by this Agreement who were hired after May 18, 1990, or, if hired prior to May 18, 1990, and have elected the physical agility option, 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 and 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 Lodge 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 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: 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 court 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 Lodge shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 13.9: The Employer will provide for each employee, such protective devices and equipment as the Employer deems necessary for the safe performance of work.

Section 13.10: The City agrees to furnish the full cost of tuition, books required and fees for approved undergraduate courses of study and/or approved courses within an undergraduate degree for employees covered by this Agreement, when such costs are not covered by other programs. Any such courses must have written approval of the Police Chief prior to taking such course 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 the class with a grade of "C" or better or its numerical equivalent.

Section 13.11: 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 13.12: 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 the Agreement. Therefore, the Employer and the Lodge, 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 13.13: 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.

ARTICLE 14 - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the date of execution, 1994, and shall remain in full force and effect until 12:01 AM the first day of July 1998, 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 8th day of February, 1994, in Jackson, Michigan.

JACKSON LODGE #70

POLICE OFFICERS LABOR COUNCIL, MICHIGAN

POLICE OFFICERS LABOR COUNCIL

Jim Quinn
Steven Spilley
Ricardo Cobello
Mark Terrence

CITY OF JACKSON

Richard T. Keenan
Mayor
Sandra L. Price
City Clerk
Ray D. Wilson
Director of Personnel
and Labor Relations

APPENDIX A

SALARY SCHEDULES

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) After 4 Years Service*	(1L) After 7 Years Service*	(2L) After 12 Years Service*	(3L) 18 Years Service*
82	Annual	28,607	32,111	33,570	35,182	36,848	37,768	38,714	39,678
	Bi-Weekly	1,100.27	1,235.04	1,291.14	1,353.14	1,417.24	1,452.62	1,489.00	1,526.08
83	Annual	32,111	33,570	35,182	36,848	38,340	39,656	40,647	41,664
	Bi-Weekly	1,235.04	1,291.14	1,353.14	1,417.24	1,474.61	1,525.25	1,563.33	1,602.47
84	Annual	33,570	35,182	36,848	38,340	39,925	41,638	42,679	43,747
	Bi-Weekly	1,291.14	1,353.14	1,417.24	1,474.61	1,535.57	1,601.46	1,641.51	1,682.57

82 = Patrol Officer
 83 = License Enforcement Officer
 84 = Detective and Constable

Adopted: February 1, 1994

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) After 4 Years Service*	(1L) After 7 Years Service*	(2L) After 12 Years Service*	(3L) 18 Years Service*
82	Annual	29,465	33,074	34,577	36,237	37,954	38,901	39,875	40,868
	Bi-Weekly	1,133.28	1,272.09	1,329.87	1,393.74	1,459.76	1,496.20	1,533.67	1,571.86
83	Annual	33,074	34,577	36,237	37,954	39,490	40,846	41,866	42,914
	Bi-Weekly	1,272.09	1,329.87	1,393.74	1,459.76	1,518.85	1,571.00	1,610.23	1,650.54
84	Annual	34,577	36,237	37,954	39,490	41,122	42,887	43,960	45,059
	Bi-Weekly	1,329.87	1,393.74	1,459.76	1,518.85	1,581.63	1,649.50	1,690.76	1,733.05

82 = Patrol Officer
 83 = License Enforcement Officer
 84 = Detective and Constable

Adopted: February 1, 1994

APPENDIX A

SALARY SCHEDULES

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) After 4 Years Service*	(1L) After 7 Years Service*	(2L) After 12 Years Service*	(3L) 18 Years Service*
82	Annual	30,349	34,067	35,614	37,324	39,092	40,068	41,072	42,094
	Bi-Weekly	1,167.28	1,310.25	1,369.77	1,435.55	1,503.55	1,541.08	1,579.68	1,619.02
83	Annual	34,067	35,614	37,324	39,092	40,675	42,071	43,122	44,201
	Bi-Weekly	1,310.25	1,369.77	1,435.55	1,503.55	1,564.42	1,618.13	1,658.54	1,700.06
84	Annual	35,614	37,324	39,092	40,675	42,356	44,174	45,279	46,411
	Bi-Weekly	1,369.77	1,435.55	1,503.55	1,564.42	1,629.08	1,698.99	1,741.48	1,785.04

82 = Patrol Officer
 83 = License Enforcement Officer
 84 = Detective and Constable

Adopted: February 1, 1994

APPENDIX B

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.
 - 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 B-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 but 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, i.e., drug enforcement unit, evidence management, or an assignment which places the employee in close proximity to drugs that may be abused.
 - d. Tests results reporting the presence of illegal drugs or narcotics in excess of those specified in Appendix B-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 B-1 of this policy.

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 B-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 B-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

APPENDIX C

LETTER OF AGREEMENT

FIELD TRAINING OFFICER (FTO) OVERTIME

The City of Jackson, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan (hereinafter "the Employer"), and the Jackson Lodge #70 Labor Council, Michigan Fraternal Order of Police (hereinafter "the Lodge"), as the duly recognized sole and exclusive collective bargaining agent for all sworn officers of the Jackson Police Department below the rank of Sergeant, 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 on February 23, 1993 as follows:

1. All Jackson Police Department officers below the rank of Sergeant who are assigned Field Training Officer (FTO) duties are authorized, without supervisory approval, up to three (3) hours overtime per week to complete the necessary administrative tasks associated with their duties.

In order to be eligible for this overtime, the FTO must have had a trainee assigned to him/her for the entire week in which the overtime is accrued and shall submit any required documentation of such overtime work.

Executed this 23rd day of February, 1993, in Jackson, Michigan.

JACKSON LODGE #70, LABOR
COUNCIL, MICHIGAN FRATERNAL
ORDER OF POLICE

James Quinn *SR*

Steven A. Shuley

Michael R. Brunk

Guards [Signature]

CITY OF JACKSON

Betty J. Ganga
Mayor

Ann [Signature]
City Clerk

Ray [Signature]
Director of Personnel and
Labor Relations

APPENDIX D

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 Jackson Lodge #70 Labor Council, Michigan Fraternal Order of Police (hereinafter "the Lodge"), as the duly recognized sole and exclusive collective bargaining agent for all sworn officers of the Jackson Police Department below the rank of Sergeant, 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 on February 23, 1993 as follows:

1. Any retiree of the Lodge 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 Lodge 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 23rd day of February, 1993, in Jackson, Michigan.

JACKSON LODGE #70, LABOR
COUNCIL, MICHIGAN FRATERNAL
ORDER OF POLICE

James Quinn

Stewart Shiley

Michael R. Drunk

Richard Edlitz

CITY OF JACKSON

Betty J. Ganger
Mayor

Sandra L. Price
City Clerk

Coyne D. Wilson
Director of Personnel and
Labor Relations

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