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

January 1, 1997 to December 31, 1999

*Albion, City of*

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## AGREEMENT

THIS AGREEMENT is effective as of the 1st day of January, 1997 by and between the CITY OF ALBION, hereinafter referred to as CITY, and the Police Officers Association of Michigan, hereinafter referred to as the UNION or Association.

### ARTICLE I

#### PURPOSE AND INTENT

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

1.2: Recognizing that the interest of the community and the job security of the employees depends upon the CITY's ability to continue to provide proper services to the community, the CITY and the UNION, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement.

### ARTICLE II

#### UNION RIGHTS

2.1: The City of Albion hereby recognizes the UNION as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all non-supervisory Public Safety Officers (below the rank of Sergeant), Firefighters and all Dispatchers, sworn and civilian, but excluding all supervisory Public Safety Officers, all clerical, all meter readers and animal control officers.

2.2: The CITY agrees not to negotiate for the duration of this Agreement with any other labor organization other than the UNION designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in

the unit defined in Section I. The UNION agrees not to make agreements with any other union for the purpose of coercing the Employer. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the UNION, if adjustment is not inconsistent with the terms of this Agreement, provided that the UNION has been given an opportunity to be present at such adjustment.

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

2.4: Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of CITY policy, the operation of the CITY and the direction of the employees are vested exclusively in the City Manager or his designated representatives when so delegated by the City Manager. The exercise of judgment and discretion by the City Manager and his administrators not in conflict with the express terms of this Agreement shall be upheld.

2.5: UNION Security. As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the UNION or pay a representation fee to the UNION which shall be one hundred percent (100%) of the regular monthly dues paid by UNION members and which shall accurately represent the amount for said employees due the UNION as their fair share of the costs attributable to negotiating the terms of this Agreement, which sum shall not include, by way of example, but not by way of limitation, national, or other dues and assessments or other amounts for UNION activities. At the time of execution of this Agreement, the regular UNION dues which the CITY withholds per pay period are one

(1%) percent of highest paid base salary within each classification; however, the UNION pursuant to their Constitution and By Laws, may raise the dues accordingly.

The requirements set forth above shall become effective thirty (30) days after the effective date of this Agreement, or thirty (30) days after an employee's date of employment, whichever is later.

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

A. The UNION shall obtain from the employee a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject, or any interpretation made thereof. The check-off authorization form shall be filed with the City Treasurer who may return an incomplete or incorrectly completed form to UNION's Treasurer and no check-off shall be made until such deficiency is corrected.

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

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

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

E. The UNION shall provide at least thirty (30) days written notice to the City Treasurer of the amount of UNION dues and/or representation fee to be

deducted from the wage of employees in accordance with this section. Any change in the amount determined will be provided to the City Treasurer at least thirty (30) days prior to each anniversary date of this Agreement.

2.7: The UNION shall indemnify, defend, and save the CITY harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the CITY pursuant to the provisions of this Article.

2.8: The UNION agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, judgments and orders or other forms of liability that may arise out of or by reason of action taken or not taken by the CITY pursuant to the provisions of Article II, subsections 2.5 and 2.6.

2.9: The UNION agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in UNION activity during working hours. A representative from the Police Officers Association of Michigan or his designee, may consult with employees in assembly areas before the start of each shift (including any brief period) or after the end thereof. Before entering the assembly area, permission must be given by the Chief or his designee. Such permission shall not be unreasonably denied.

2.10: The CITY agrees to recognize a UNION Committee consisting of not more than four (4) individuals. The UNION Committee shall be composed of three (3) members of the UNION who are a part of the bargaining unit, and one (1) representative from the Police Officers Association of Michigan, or his designee. The CITY agrees to meet with the UNION Committee for the purpose of collective bargaining and with all or a portion of the UNION Committee for special conferences and the processing of grievances as set forth in this Agreement. Such requests shall not unreasonably be denied, but both the

CITY and the UNION recognize that due to manpower limitations there may be occasions which necessitate such action. The CITY and the UNION agree to work toward the goal of scheduling meetings at a date and time which minimizes the loss of manpower to the Public Safety Department.

2.11: Employees within the bargaining unit may be represented by a union steward for each patrol work shift. The UNION shall furnish the CITY with a list of the representatives names and their assigned areas and shall keep the list current at all times. Alternate representatives may be appointed by the local UNION president to serve in the absence of the regular representatives. When requested by an employee, a UNION representative may investigate any alleged or actual contractual grievance in his assigned work area and assist in its presentation. He may be allowed reasonable time therefore during working hours without loss of pay, upon notification and prior approval of the Chief or his designee and such approval shall not be unreasonably denied.

2.12: The CITY agrees to provide a bulletin board in the Department for use only by the UNION in posting notices of its meetings, elections, and recreational or entertainment activities. Such notices shall contain nothing of a political or defamatory nature.

### ARTICLE III

#### MANAGEMENT RIGHTS

3.1: The UNION recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Public Safety Department and its employees are vested solely and exclusively in the Employer. The CITY shall have the right to discharge and discipline employees, with just cause. The CITY, in the course of its exercise of the right to manage the affairs of the CITY may, from time to time, make reasonable rules and regulations or



issue general orders not in conflict with this Agreement.

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

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

3.4: Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of CITY policy, the operation of the CITY and the direction of the employees are vested exclusively in the City Manager or his designated representatives when so delegated by the City Manager.

3.5: It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers and authority the CITY had prior to the signing of this Agreement are retained by the CITY and remain within the rights of the CITY, whether or not such rights have been exercised in the past.

ARTICLE IV

UNION DUTIES

4.1: No Strike Clause.

A. During the life of this Agreement, the UNION shall not cause, authorize, sanction or condone, nor shall any member of the UNION take part in, any strike, sit-down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the CITY of any kind for any reason, including a labor dispute between the CITY and any other labor organization. The UNION shall not cause, authorize, sanction or condone, nor shall any member of the UNION take part in, any picketing of the CITY's buildings, offices or premises because of a labor dispute with this CITY.

B. The UNION agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restrictions of work or interference with the operations of the CITY by notifying the employees and the public in writing that it disavows these acts. The UNION further agrees that the CITY shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the grievance procedure provision of this Agreement, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

4.2: In the event of a violation of this Article, by the UNION, the CITY shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief and/or it shall have the right to terminate this Agreement by notice in writing to the UNION.

ARTICLE V

GRIEVANCE PROCEDURE

5.1: A grievance is defined as an alleged violation of a specific Article and section of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following grievance procedure.

5.2: An employee shall first discuss any complaint with his immediate supervisor. In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, or other officers in the chain of command, the matter shall be resolved in the following manner:

Step 1: Within five (5) days of grievant having knowledge of the occurrence of the event upon which the grievance is based or within five (5) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, the grievance must be submitted to the Chief, in writing. The grievance shall be dated and signed by the aggrieved employee and the UNION representative and shall set forth the facts, including dates and all provisions of the Agreement alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief or his designee receives the written grievance. The Chief shall then answer the grievance, in writing, within five (5) days after the date or receipt of the written grievance and deliver a copy of the answer to a UNION representative.

Step 2: If the grievance has not been resolved, then within four (4) days after receipt of the first step answer, a UNION's representative may appeal the grievance to the City Manager by a written request indicating why the first step answer was unsatisfactory. As soon as possible, but no later than ten (10) days following receipt of the appeal, the City Manager shall schedule a meeting with the UNION representatives. The UNION shall have the right to have the representatives from the Police Officers Association of Michigan or his designee at such meeting. The City Manager shall then answer the grievance, in writing, within seven (7) days from the date of the meeting at which time the grievance was discussed. Documented disciplinary action placed in an employee's personnel file, that has been noted to be removed in six (6) months if there are no similar occurrences, shall not be taken to Step 3. Any other similar occurrence, and the first occurrence may proceed to Step 3.

Step 3: In the event the answer of the City Manager is unsatisfactory, the grievance may be submitted for resolution by the Labor Committee of the City Council provided such submission is made in writing to the City Manager within seven (7) days after receipt by the UNION of the City Manager's second step answer. As soon as possible, but not later than ten (10) days

following receipt of the appeal, the City Manager shall schedule a meeting with the Labor Committee and the UNION representatives. The UNION shall have the right to have the representative from the Police Officers Association of Michigan, or his designee, present at such meeting. The Labor Committee shall then answer the grievance, in writing, within ten (10) days from the date of the meeting at which time the grievance was discussed. In the event the Labor Committee chooses to not hear the grievance, or decides not to meet, or misses the designated time limit, the grievance automatically proceeds to the next step.

Step 4: In the event the Step Three answer is unsatisfactory, the grievance may be submitted to arbitration, provided that within ten (10) days after receipt of the answer in Step Three, the UNION shall notify the CITY in writing of its intent to arbitrate the grievance. The CITY and UNION may attempt to mutually agree upon an arbitrator. In the event the CITY and UNION do not mutually agree upon an arbitrator, the UNION shall file a written notice of arbitration with the American Arbitration Association (AAA) and simultaneously serve a copy upon the CITY, within ten (10) days after the filing with the CITY of its notice of intent to arbitrate set forth above.

The arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

If the notice of intent to arbitrate or the written notice to the American Arbitration Association are not filed within the prescribed period, the CITY's last answer shall be final and binding on the UNION, the employee(s) involved and the CITY.

The arbitrator shall render his decision according to all of the following:

A. The arbitrator shall not add to, detract from, ignore or change any of the terms of this Agreement.

B. Either party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require or find useful to weigh the merits of the contentions of the parties, provided however, that such facts or material must have been discussed at some point in the grievance procedure preceding this Step Four.

C. It shall be the responsibility of the arbitrator to render a decision within thirty (30) calendar days of the closing of the hearing. The parties reserve the right to submit written briefs.

D. The charges of the arbitrator for his fee and expense shall be shared equally by the CITY and the UNION.

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

5.3: All grievances must be filed in writing within five (5) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next step by the employee or the UNION within the time limit of that step shall be deemed abandoned. If the CITY does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next step of the grievance

procedure. Time limits may be extended by the CITY and the UNION in writing, then the new date shall prevail.

5.4: The CITY shall not be required to pay back wages for more than five (5) days prior to the date a written grievance is filed.

A. All claims for back wages shall be limited to the amount of wages, that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of back pay.

B. No decision in any one case shall required a retroactive wage adjustment in any other case unless such case has been designated as a representative case by mutual written agreement by the parties.

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

5.6: Workdays for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

5.7: The remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

5.8: Meetings of the City Manager and the UNION's Committee as provided for in the second step of the grievance procedure shall be scheduled by the City Manager at a time which minimizes the loss of manpower in the Department of Public Safety.

## ARTICLE VI

### DISCIPLINE AND DISCHARGE

6.1: The CITY shall retain the sole right to establish, change, amend, and enforce rules for employees to follow, the right to warn, reprimand, layoff, discharge, demote, or transfer any and all employees who violate these rules.

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

6.3: Cause for disciplinary action shall include, but is not limited to: failure to observe policies and procedures established by the CITY, failure to take a medical examination when related to the safety of the employee and the CITY; dishonesty or theft; insubordination; gross neglect of duty; intoxication; use of alcohol or drugs on CITY premises or during working hours; falsification of employment application; inefficiency or inability to perform assigned duties; as specified by the job description.

6.4: In the event an employee is suspended or discharged, the employee will be entitled to the presence of a UNION representative, if the employee so requests. The employee may file a grievance at Step Two of the Grievance Procedure.

6.5: The employee shall have the right to review his employee's attendance record and the record of disciplinary action in his personnel file at any reasonable time. The employee shall be furnished a copy of any new entry of disciplinary action and shall be given the opportunity to initial or sign such entry prior to its introduction into his file.

6.6: The UNION and the CITY recognize the importance of the protection of information concerning the operation of the CITY. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Unauthorized release of the aforementioned information by an employee to a fellow employee, or any unauthorized person shall be regarded as breach of confidence,



and as grounds for immediate dismissal.

## ARTICLE VII

### SPECIAL MEETING

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

## ARTICLE VIII

### SENIORITY

8.1: Seniority shall be defined as the length of an employee's continuous service with the CITY commencing with his late date of hire. Departmental seniority shall be defined as the length of time of the employee's continuous service with the Public Safety Department commencing with his last date of hire into the Department or transfer into the Department. Rank seniority shall mean the length of continuous service in a rank commencing from the date of the employee's service in each rank shall include the period of time occupying an equal or higher rank. Seniority shall continue to accumulate during all approved leaves of absence and vacations, except as hereinafter provided. Employees who are employed on the same date shall be placed on a seniority roster in alphabetical order of surnames.

8.2: All new employees shall be probationary employees until they have completed one (1) year of employment, after which their names shall be placed on the seniority list as their last date of hire. The purpose of the probationary period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes which will qualify him for a regular employee status. During the probationary period the employee shall have no seniority status and may be terminated in the sole discretion of the CITY without regard to his relative length of service.

8.3: The employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each year. The names of all employees who have completed their last hiring date, and the date of entry into each classification, starting with the senior employee at the top of the list. The CITY shall furnish a copy of the seniority list to the UNION when it is published.

8.4: The employee's seniority shall terminate for any one of the following reasons:

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

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ARTICLE IX

LAYOFF AND RECALL

9.1: Employees shall be laid off according to the following procedures:

A. Probationary employees within the affected classification with the Department will be laid off first.

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

9.2: For purposes of the Article, the term "Department" means the Public Safety Department. The term "City Seniority" means the employee's seniority as defined in Article XIII, Seniority. The term "Classification" means one of the following: 1. Public Safety Officer and Firefighters or 2. Dispatchers.

9.3: In the event of layoff, in the P.S.O./Firefighter classification, the P.S.O. or Firefighter may immediately elect to bump down to the Dispatcher classification providing they have more seniority than the employee being displaced. The P.S.O. or Firefighter would assume the wages and benefits of the Dispatcher classification.

9.4: Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work.

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

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

ARTICLE X  
PROMOTIONS

10.1: When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification in the bargaining unit, the CITY agrees to follow the procedure set forth in Appendix B-1 and B-2, and incorporated herein by reference. When an employee is promoted to a higher paying rank within the bargaining unit, he shall be on job probation in the rank to which he is promoted for a period of six (6) months. The purpose of the job probation is to give the CITY an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall be returned to the last previous rank he had permanently occupied.

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

10.3: The CITY shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations or leaves of absence for the period of such absence.

10.4: The CITY shall also have the right to temporarily transfer employees from one classification to another, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) calendar days in any calendar year. It is

understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred. The temporarily transferred employee shall receive the higher classification rate of pay for each full day he performs the functions of the higher classification.

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

## ARTICLE XI

### INCIDENTAL FRINGE BENEFITS

11.1: All employee may be required to report for roll call or orientation fifteen (15) minutes prior to the beginning of any regularly scheduled shift. This time shall not be considered overtime, nor will the employee be entitled to any extra compensation therefore. The fifteen (15) minute roll call will be treated as paid time. Employees shall be entitled to thirty minutes off-duty lunch during an eight (8) hour shift, the first fifteen (15) minutes shall be without pay and the final fifteen (15) minutes of the lunch period will be with pay. Further, an officer is entitled to an extra fifteen (15) minutes for lunch if, due to calls for service, he is unable to complete his lunch in the thirty (30) minutes. The time of lunch shall be at the discretion of the Director or his designee, but shall not be taken at such time as to interfere with his regular public safety work. In the event an officer is required by the department to perform public safety duties during the initial fifteen (15) minutes non-pay period or denied the entire lunch period, the officer will be compensated at the rate of time and one-half.

11.2: Time and one-half an employee's regular hourly base rate of pay will be paid for all approved time necessarily spent working on the job, excluding training sessions, court time, and briefing sessions, in excess of the officers regularly scheduled daily shift assignment. Overtime of less than fifteen (15) minutes in any one day is not included in determining the total hours worked.

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

A. Any officer who voluntarily attends a training session outside of the CITY shall not receive any additional pay over and above his regular salary. All such training shall be scheduled as a regular duty day. Should an officer be scheduled to attend a training session on an off-day then he shall be compensated at time and one-half (1-1/2). No additional compensation shall be paid for any travel time. A Departmental vehicle will be provided for officers attending out of town training sessions or if not available, then personnel will be reimbursed in accordance with the CITY's personnel policy.

11.4: The CITY agrees to pay an employee for a minimum of two (2) hours at one and one-half (1-1/2) times the employee's rate of pay if the officer is required to report for duty at a time other than that for which he has been regularly scheduled by the Public Safety Department. This provision shall not apply to court time, training sessions and

other police work that is described in subsection 11.3 of this Article.

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

After 5 years but less than 11 years of service	\$350
After 11 years but less than 17 years of service	\$640
After 17 years but less than 23 years of service	\$960
After 23 years or more	\$1,280

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

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

11.6: All unit employees shall receive \$350 annually, detective division officers shall receive \$450 annually, as a clothing maintenance allowance, payable in semi-annual payments to employees employed during the entire six (6) month period preceding July 1 and January 1.

A. All employees within the unit shall be responsible for the maintenance, cleaning, and replacement of all uniforms and uniform accessories described in Appendix C, sections 1 and 2. Said uniforms and equipment shall be maintained in accordance with Departmental policy.

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

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

11.8: (A) Education Incentive. Officers in the classification of Public Safety Officers who have had three years experience as sworn officers with the CITY, shall be paid an educational bonus for degrees and credits earned in Public Safety related courses. Such college incentive bonus shall not be considered when calculating the employees regular hourly rate of pay. The amount of education bonus shall be set forth below:

- (i) As associate degree or has attained junior class status shall receive \$480 per year.
- (ii) A bachelor's degree shall receive \$960 per year.
- (iii) Officers who are presently receiving the annual educational incentive bonus as outlined in the previous Agreement shall continue to receive such annual bonus as set forth in the previous Agreement. In the future, all officers who receive a degree after the signing date of this Agreement will receive educational incentive as outlined above. Officers that are hired after October 1,



1984, will not be eligible for this benefit.

(B) Tuition Reimbursement. The CITY will reimburse non-probationary employees for specific job-related college course work, be they core or elective classes, required for a degree in police or fire services up to a maximum of \$1,000 annually under the following conditions:

- (i) Employee applies for financial assistance and receives prior written approval for the Chief of Public Safety and Personnel Director before enrolling in the class.
- (ii) Employee pays all costs associated with the class at time of enrollment.
- (iii) After the course is completed, the employee submits all original bills along with the grade report. The CITY will reimburse up to 50% of such costs for a grade of C or better.

11.9: In lieu of receiving overtime premium pay an employee may elect, with the approval of the Director, to receive compensatory time off in lieu of the overtime payment. Compensatory time shall be calculated at the time and one-half (1½) rate for each overtime hour actually worked. Compensatory time off may be accumulated to maximum of eighty (80) hours within a calendar year. An employee shall elect to be paid the overtime premium or receive compensatory time off at the time the overtime hours are actually worked. Once claimed and approved, compensatory time cannot be claimed for cash except for termination from the Department or upon death of the employee, in which case the widow or estate of the employee shall be paid all accrued time.

ARTICLE XII

LEAVE TIME

12.1: The following days are designated as holidays under this Agreement: New Year's Eve Day, New Year's Day, Martin Luther King, Jr.'s Birthday (third Monday in January), Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, December 24th, and Christmas Day. If any of these holidays fall on a Sunday, the following Monday will be considered the holiday.

12.2: Employees who are regularly scheduled to work on a day that is celebrated as a holiday, but not required to work shall continue to receive their regular salary. Employees scheduled to work on a day celebrated as a holiday and who are required to work and employees not regularly scheduled to work on a day celebrated as a holiday shall receive in addition to their regular salary their regular straight time hourly rate of pay for each hour actually worked on the holiday up to a maximum of eight (8) hours for a full day holiday.

12.3: Further, if a holiday occurs during an employee's regularly scheduled vacation, such employee shall receive along with his vacation check the holiday pay referred to above.

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

12.5: On each anniversary of his seniority date, an employee shall be eligible for a vacation with pay as follows, provided that the employee has worked 80% of the year excluding workman's compensation days.

<u>Seniority</u>	<u>Vacation Period</u>
1-5 Years	80 hours
6-14 Years	120 hours
15 years or more	176 hours

12.6: Vacation leave shall be granted employees covered hereby the Police Chief, and such vacation shall be granted at such times as they least interfere with the efficient operation of the Public Safety Department. Vacations may be coupled with compensatory time off and if the employee is off duty for such purpose shall be considered as being on vacation for the purpose of determining the number of employees that may be off duty during any particular vacation period. Vacation requests must be made by February 15th, proceeding the period requested. Officers who make the request by February 15th shall be granted vacation by rank seniority. Officers in the Detective Division shall select vacation time off on a schedule that is separate from all other employees in the department.

12.7: If an employee who is otherwise eligible for vacation with pay quits or is discharged without having received the same, such employee shall receive, along with his final paycheck, the unused vacation for which he qualified on his prior anniversary date. Additionally, an employee who voluntarily separates from the CITY's services after giving not less than fourteen (14) calendar days advance notice of such action to the Chief, or who is laid off, shall be paid for vacation accumulated through the last full month of his service from his most recent anniversary date at the applicable rate dependent upon the employee's seniority scale contained in paragraph 12.5.

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

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

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

12.11: At the time of death in an employee's immediate family, an employee shall be granted time off for a period which of duration appropriate to the circumstances presented; and he shall be paid for not to exceed three (3) days of his work days in that period. A maximum of three (3) paid days of funeral leave shall not be deducted from sick leave; any funeral leave in addition to three (3) days shall be deducted from sick leave. Immediate family shall be defined as grandparent, parent, parent-in-law, current spouse, child, child-in-law, brother, sister, or other family member residing in the same household

as the employee to the extent that a federal income tax exemption in the most recent year of filing was claimed by a member of the household. One day may be granted to attend the funeral of a brother-in-law, or sister-in-law if the funeral occurs on one of the employee's work days. Such day will be paid from his paid-time-off credit. The funeral leave with pay is for the purpose of allowing the employee to attend the funeral of a member of his immediate family. The CITY may require verification of relationship of the employee to the deceased, or verification of the fact that the employee attended the funeral before approving payment from the employee's paid time-off credit. Additionally, it may withhold payment if the employee did not make an immediate request for time off as he could have under the circumstances prior to taking the time off, so that his work could be covered in his absence.

12.12: The CITY will grant a leave of absence without pay to UNION members for the following functions:

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

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

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

The request for such leave of absence shall be made as soon as possible after the affected employee has knowledge of the date of the meeting. The request shall be granted unless the Chief believes that granting the request will reduce manpower below an acceptable level. If additional employees wish to attend such meetings, they may request a personal leave of absence as provided in subsection 12.10 of this Article.

12.13: After an employee has completed three (3) full calendar months of employment he shall be credited with three (3) days of paid time off credit and thereafter

he shall accumulate, at the end of each full calendar month, credit of one (1) day of time off with pay to a maximum total of one hundred twenty (120) days of such time off credit which shall be used only for funeral leave and sick time with pay as provided in this Agreement. An employee leaving the service of the CITY through retirement will for unused paid time off credit which the employee had at the time of his retirement up to a maximum accumulated credit of one hundred twenty (120) whole working days at the rate of one half ( $\frac{1}{2}$ ) day for each such unused accumulated sick leave day. Such payment shall be at the employee's regular straight time hourly rate in effect on the date of retirement shall be paid by continuing the employee on the payroll without working.

Upon death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, will be paid in one lump sum for unused paid time off credit which the employee has at the time of his death up to a maximum accumulated credit of one-hundred twenty (120) whole working days. Such payment will be at the rate of fifty (50%) percent for each whole day of accumulated credit and shall be on the basis of the employee's regular straight time hourly rate at the time of his death.

The employee has the option to select a lump sum payout of this sick leave payment with the understanding that such a one-time payout upon retirement shall not be included in the calculation of Average Final Compensation for retirement benefit purposes.

12.14: During the period of absence from work due to a non-compensable illness or injury, an employee shall be paid from and to the extent of his paid time off credit. An employee who falls ill or is injured and who expects to be off work must notify the Public Safety Department as promptly as practicable under the circumstances but, in any event, no later than the beginning of his scheduled shift on the day of his absence from work. His failure to promptly notify the CITY may result in denial of his claim for paid time off credit.

An employee must make prompt claim for sick time charged against his paid time off credit on a form available from the Police Chief. The Police Chief may require a physician's certificate to confirm the reasons for an absence due to illness or injury or for verification of the fact that the employee is able to return to work. Such physician's certificate may be required of each employee who is absent from work for a period of three (3) consecutive duty days for sickness or injury and may be required by the Police Chief when he has reason to suspect that an employee is abusing the provisions of this Agreement relating to sick leaves of absence or sick time.

To the extent possible, employees should schedule dental or medical appointments during off duty hours. However, when this is not possible and in the judgement of the Chief an employee can be spared from his work, the employee shall be given the time off and, at the employee's discretion either his accumulated compensatory time off or sick leave credits charged therefor.

12.15: Pursuant to Michigan Law, the CITY provides, at its sole expense, Workmen's Compensation coverage for each employee covered by this Agreement. During the first week of disability compensable under the Workman's Compensation Act, the CITY will pay an employee the amount which he otherwise would have earned from the CITY without any charge against his paid time off credits. When the employee receives payment under the Workman's Compensation Act for the week he shall assign the check to the CITY. Thereafter, the CITY will make up the difference between his Workmen's Compensation payments and his regular wage at the time he suffered the disability, by utilization of the employee's paid time off credits on a pro rata basis.

12.16: An employee off work on workers' compensation or unpaid leave shall not accrue vacation or paid sick time.

4  
ARTICLE XIII

MISCELLANEOUS

13.1: Each employee must provide the CITY and the Chief of Public Safety with his current mailing address and phone number and any other changes therein within seven (7) days of said change.

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

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



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

13.5: The CITY's present residency requirement shall be extended to within twelve (12) miles of City Hall.

13.6: All Public Safety Officers in the Department shall be required to attend the basic academy and become certified by MLEOTC and complete the basic fire science course as approved by the State of Michigan Firefighters Training Council and be certified by the Firefighters Training Council. All Dispatchers will be required to meet Department standards for discharging Public Safety dispatching responsibilities.

13.7: Public Safety Officers assigned to the fire area may take their lunch break at the station or, if away from the station, the lunch break will be taken at a time approved by the shift commander.

13.8: If an employee chooses to resign their position within eighteen (18) months from their date of hire, that employee shall reimburse the CITY for all training costs directly related to the academy tuition expended by the CITY. Said employee shall sign an authorization form at his/her time of employment for the recovery of all such costs.

#### ARTICLE XIV

##### 12-HOUR WORK SCHEDULE

14.1: Members assigned to the Patrol Division shall work a 12-hour shift schedule.

14.2: On the 12-hour shift schedule, shift hours shall be 0700 hours to 1900 hours, 1900 hours to 0700 hours. Employees may bid for a shift by seniority.

14.3: Employees who work 12-hour shifts shall work four (4) additional hours per pay period which will be paid at the straight time rate.

14.4: No police officer can be required to work more than four (4) hours overtime in addition to the regularly scheduled shift.

14.5: Employees who work the 12-hour shift shall receive time and one-half (1½) rate of their pay for all time worked over twelve (12) hours per day and over eighty-four (84) hours per pay period.

14.6: 12-Hour Work Schedule.

	<u>SAT</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>
Platoon 1			W	W			W	W	W			W	W	
Platoon 2	W	W			W	W				W	W			W
Platoon 3			W	W			W	W	W			W	W	
Platoon 4	W	W			W	W				W	W			W

Hours

DAYS - 7 a.m. - 7 p.m. - Platoons 1 and 2  
 NIGHTS - 7 p.m. - 7 a.m. - Platoons 3 and 4

\*\* THE SCHEDULE CONTINUES TO CYCLE EVERY 14 DAYS \*\*

14.7: Employees working the twelve (12) hour shift schedule will have their hourly wage calculated by dividing their annual base wage by two thousand eighty (2,080) hours.

ARTICLE XV

DIRECT ECONOMIC BENEFITS

15.1: For the life of this Agreement, the salary scheduled set forth in Appendix A, attached hereto, and by this reference made a part hereof, shall remain in full force and effect. Effective January 1, 1992, all UNION members will be paid on a bi-weekly pay period basis. There will be no meaningful reduction in the weekly net pay relative to

this change and it is agreed that should the CITY return to a weekly pay period, the UNION shall return to a weekly pay period also.

15.2: The CITY agrees, for the life of this Agreement, to maintain a substantially equivalent level of group hospital, medical and surgical insurance benefits in effect for its permanent full-time employees with an insurance carrier or carriers authorized to transact business in the State of Michigan. The effective date for such insurance shall be in accordance with the New Hire Agreement in effect between the CITY and the insurance carrier immediately prior to the execution of this Agreement. The CITY will contribute per month an amount equal to the monthly premium for such insurance coverage for the employee and his dependents. The CITY will provide a \$10 co-payment prescription drug card rider and reimburse the employee \$5 for each prescription upon submission of proof that the prescription is for the employee or dependent. Reimbursement payments will be made in groups of four (4) or more prescription receipts.

A. The CITY will provide Blue Cross - Blue Shield Dental Program - Comprehensive Preferred Plan (Rider CR - 25 - 25 - 50; Rider MBL 800) or its equivalent to each employee and his dependents.

B. The CITY agrees, for the life of this agreement, to maintain an equivalent level of group hospital, medical, surgical, prescription and dental insurance benefits for any employee electing a duty disability retirement. This medical coverage shall be fully paid by the CITY for the employee only, provided:

No other medical coverage is available (such as spouse's employer provided insurance).

Coverage would no longer be provided should he/she obtain employment where health insurance coverage is available through the current employer.

Coverage shall cease upon employee becoming eligible for medicare coverage.

The CITY shall also provide the availability of medical coverage for the employee's family, however, dependent coverage shall be paid for by the employee.

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

C. The City of Albion recognizes that many employees currently have dual insurance coverage due to coverage also being provided by a spouse's employer. An employee choosing to cancel his/her CITY health insurance coverage may do so provided he/she:

- (i) Obtains proof of insurance through his/her spouse's policy noting an effective date of the coverage.
- (ii) Sets up an appointment with the Staff Services Manager to provide proof of insurance coverage under the spouse's policy and sign the City of Albion's cancellation of insurance form.

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

An employee electing to participate in the Opt-Out plan will be paid \$1,800 each year in May. Health insurance opt-out payments shall not be included in the calculation of Average Final Compensation for retirement benefit purposes.

Other than during the open enrollment period, an employee can not re-enroll back into the CITY's health care plan except under a qualified life event change. A qualified life event change is defined as:

- A. Spouse loses job.
- B. Death of spouse.
- C. Birth/adoption of a child.
- D. Marriage or divorce. There will be a pro rata payment made should this need arise.

15.3: The CITY agrees to maintain group life insurance for each active full-time employee in the bargaining unit in the amount of \$15,000 with a double indemnity provision. Insurance protection shall be available upon completion of thirty (30) calendar days of employment and under the same conditions as prevailed immediately prior to the execution of this Agreement. The CITY reserves the right to substitute another carrier for the insurance, provided that the fundamental provision of the coverage will not be changed.

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

15.5: The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or the day he goes on any leave of absence or is laid off.

15.6: Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the CITY and the carrier. Any rebates or refunds on premiums paid by the CITY shall accrue to the CITY. The CITY reserves the right to select the carrier, to change carriers, and to become self-insured. No matter contained in this section shall be subject to the Grievance Procedure.

15.7: Each employee covered hereby who is eligible to be covered by the benefits of Act 345, Public Acts of 1937 amended, shall receive all of the mandatory benefits

of that legislation except for employees who retire on and after October 1, 1976, the Regular Straight Life Pension shall equal two and three tenths (2.3%) percent of his average final compensation multiplied by the first twenty-five (25) years of service credited to him, plus one (1%) percent of his average final compensation multiplied by the number of years and fractions of a year, of service rendered by him which are in excess of twenty-five (25) years. "Average Final Compensation" (AFC) is defined as the highest thirty-six (36) consecutive months out of the last sixty (60) months of service which produces the highest annual average. The percentage applicable to the first twenty-five (25) years of credited service shall be two and five tenths (2.5%) percent of their compensation as their share of the retirement costs. The employees' contribution shall be 4% of their compensation. The CITY shall adopt all necessary rules and regulations required to implement this system.

A. All employees in the classification of dispatcher shall be covered under the Municipal Employees Retirement System. This pension plan provides for the B-2 Plan with 47-F option (early retirement after twenty-five (25) years of service). The change will be implemented as soon as MERS regulations allow.

15.8: Retiree Health Insurance.

A. The CITY or the CITY's Act 345 retirement system will contribute the sum determined under (C) below toward the cost of CITY provided retiree health insurance for an eligible retiree (as defined in (B) below) and their dependents.

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

- (i) The retiree has retired and is receiving benefits under the CITY's Act 345 retirement system;
- (ii) The retiree is at least 55 but less than the age of eligibility for Medicare; CITY contributions will not be

collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

19.2: This Agreement supersedes and cancels all previous Agreements, verbal or written, or based on alleged practices, between the CITY and the UNION and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## ARTICLE XX

### DISCRIMINATION

20.1: The CITY and the UNION agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, religion, political beliefs, handicap, or union activities.

## ARTICLE XXI

### DURATION OF AGREEMENT

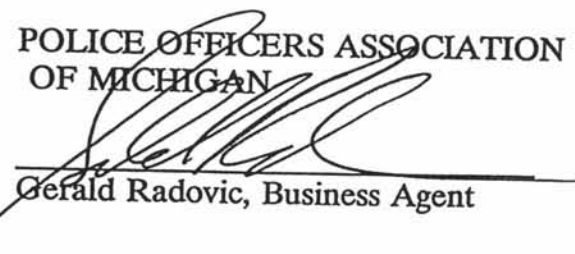
21.1: The provisions of this Agreement shall be effective as of January 1, 1997, and shall continue and remain in full force and effect to and including December 31, 1999 and thereafter for successive period of one (1) year, either party shall at least ninety (90) days prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change or any combination thereof, shall have the

effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party disposed of, by agreement or by withdrawal, by the party proposing amendments.

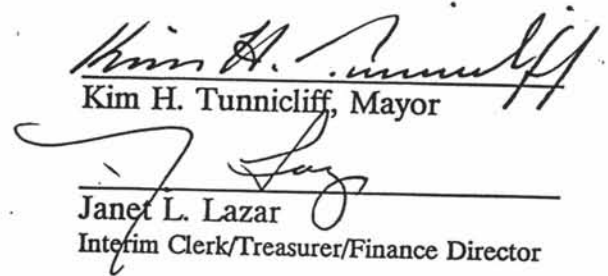
21.2: If any negotiations described in section 21.1 above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

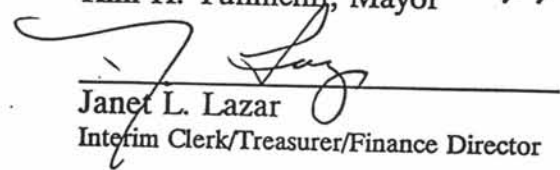
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

  
Gerald Radovic, Business Agent

CITY OF ALBION

  
Kim H. Tunncliff, Mayor

  
Janet L. Lazar  
Interim Clerk/Treasurer/Finance Director

ALBION PUBLIC SAFETY OFFICERS  
ASSOCIATION

  
Richard Decker, President

Dated this: \_\_\_\_\_

Dated this: March 27, 1997



APPENDIX A

CITY OF ALBION, MICHIGAN					
-----					
PUBLIC SAFETY DEPARTMENT					
Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
PSO Employees					
1/1/97	\$25,547	26,799	28,159	29,604	31,052
1/1/98	26,313	27,603	29,004	30,492	31,984
1/1/99	27,102	28,431	29,874	31,407	32,944
Firefighters					
1/1/97	N/A	N/A	N/A	N/A	28,336
1/1/98	N/A	N/A	N/A	N/A	29,186
1/1/99	N/A	N/A	N/A	N/A	30,062
Sworn Dispatchers					
1/1/97	21,551	22,628	23,842	24,968	26,216
1/1/98	22,198	23,307	24,557	25,717	27,002
1/1/99	22,864	24,006	25,294	26,489	27,812
Public Safety Trainee					
1/1/97	12,000	N/A	N/A	N/A	N/A

Wage increase, vacation, insurance premiums and longevity will be retroactive to January 1, 1997.

Retroactive payments are due upon execution of the contract and will be paid within 30 days of the date of the contract without interest. Retroactive payments and other rights are owed only to persons employed by the City of Albion on active payroll or Workers' Compensation as of January 31, 1997. A retroactive payment of salary will be paid, within thirty (30) days, to all bargaining unit employees employed by the City on the date this contract is ratified and signed, if appropriate, by the principal parties.

Public Safety Trainees will not be used to displace any existing employees. The hourly wage rate will be determined by dividing the annual base salary by 2,080 hours. The overtime rate for POAM bargaining unit members will be established by dividing the annual salary by 2,080 hours, then multiplying that hourly rate by 152%.

## APPENDIX B-1

### PROMOTION TO SERGEANT RANK

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

Eligibility. Any Public Safety Officer who is cross-trained and working as a Public Safety Officer with two (2) years experience with the Albion Department of Public Safety at the time of the test is eligible to take the test.

1. Candidates must attain a score of 70% on a written examination in order to participate in the Assessment Center.
2. Candidates must pass the assessment and must be ranked among the top five to be considered.
3. The Chief can then select for promotion anyone from the top three, using the Rule of Three.

The Assessors for the Assessment Center will be approved by both the City and the Union. The Union Representative from the POAM may observe the Assessment Center process.

APPENDIX B-2

APPOINTMENT TO DETECTIVE

An Officer will be eligible to be considered for assignment to the Detective Bureau after completing his probationary employment period with the Department.

Assignment to the Detective Bureau will be made by the Chief, from a list of three candidates selected by the Command Staff of the Albion Public Safety Department. In a group meeting, all eligible candidates will be evaluated and rated. A list of the top three rated candidates will then be presented to the Chief for appointment. This list will remain in effect for six (6) months and any subsequent vacancies in the Detective Bureau will be filled from this list during this period. The organization of the Bureau and description of duties of personnel shall be in Departmental organizational chart distributed November 26, 1979.

The rate of pay for Detective will be equal to what the unit employee was making while assigned to the Uniform Division as described in Appendix A of the Non-Supervisory Contract.

The Detective Division officer shall receive \$450.00 annually, as a clothing maintenance allowance, payable in semi-annual payments to employees employed during the entire six (6) month period preceding July 1 and January 1. This clothing maintenance allowance replaces the cleaning allowance previously received.

### APPENDIX B-3

#### APPOINTMENT TO FIRE MARSHALL

I. Eligibility. Any Public Safety Officer, who is cross-trained and working as a full Public Safety Officer who has three years experience with the Albion Public Safety Department at the time of the test.

II. Complete the selection process as follows:

A. To be eligible for selection, the candidate must attain an aggregate score of 70% from a written examination, oral board and supervisory ratings.

B. The percentage weights to each of the three above categories shall be as follows:

1. The written examination shall constitute 50% of the total score.
2. Oral examinations shall constitute 25% of the total score.
3. Supervisory ratings shall constitute 25% of the total score.

III. The City shall administer a standardized written test.

IV. The oral board will be selected by the Chief and will be comprised of three professionals from the fire service with command and/or fire marshall background from outside the department.

V. Ratings will be completed at a special meeting consisting of Sergeants and higher in the Department (excluding the Chief). Each candidate will be discussed within the group and then be rated. Should a supervisor feel that he is not knowledgeable enough of the candidate he may waive giving a rating.

VI. All candidates attaining a score of 70% or higher for the entire process will be placed in the order of their score attained, on an eligibility list which will be in effect for a period of one year from the date of the test.

VII. Any selection made during the year when the eligibility list is in effect will be made by the Chief from the top three candidates on the list. After an appointment(s) has

been made, the fourth candidate on the list shall move up and become number three of the top three.

VIII. At the end of the effective year for the eligibility list or upon exhaustion of qualified candidates, a new selection process will be initiated if a vacancy exists or is to occur. When no vacancy is imminent, the selection process may be deleted.

IX. Any candidate appointed to the position of Fire Marshall shall serve a probationary period of six months during which he may be returned to his former position with a showing of cause by the Chief.

X. Upon announcement of a selection process, candidates shall submit in writing to the Chief of Public Safety their request to participate in the process. This request may be as extensive as the candidate desires, covering all aspects of the candidates' attributes. These requests shall be given to the oral board.

XI. It is the policy of the Department that certain standards be maintained. Therefore, should a selection process not produce three or more candidates, with a score of 70% or better, the Chief may repeat the examination process and allow all sworn officers to compete in the process.

XII. The Chief's selection will receive final approval of the City Manager. In order to provide for unusual and/or emergency situations, the Chief, with the consent of the City Manager, may alter or suspend any or all of the selection procedures as set forth in this policy.

XIII. This policy shall be attached to the POAM Agreement as an Appendix and may be altered only when the bargaining unit and the City mutually agree to add, change or delete a section contained herein.

XIV. Only positions as authorized and budgeted by the City of Albion shall be filled.

APPENDIX C

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

Hat, dress	Rain coat
Jacket, light weight	Shirts, long sleeve (3)
Jacket, winter	Shirts, short sleeve (3)
Necktie (2)	Trousers (3)

II. The following items of uniform accessories will be furnished by the Department:

Badge, shooting	Chain, whistle
Badge, breast	Holster
Badge, cap	Pouch, ammunition clip
Bar, name	Whistle
Bar, tie	Key strap/clip
Belt, gun	Case/handcuff
Baton ring	

III. The following items of equipment will be furnished by the Department:

Mask, gas	Locker, personal
Flashlight, available	Semi-automatic
Keys, department	Stick, riot
Handcuffs	Stick, night
Keys, handcuff	Helmet, riot
Patches (shirts & jackets)	

IV. The following firefighting uniforms will be provided by the Department:

Pants, bunker	Boots
Coat, bunker	Nomex style hood (optional)
Helmet	Suspenders
Gloves	Faceshield

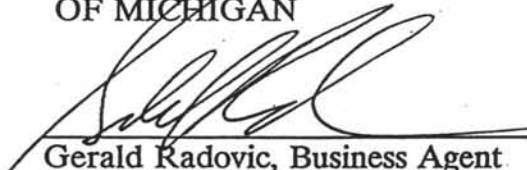
APPENDIX D

LETTER OF UNDERSTANDING

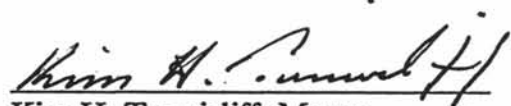
The City agrees to grandfather one individual herein named and assign him to the classification of "Firefighter". That individual is Galen Schultz.

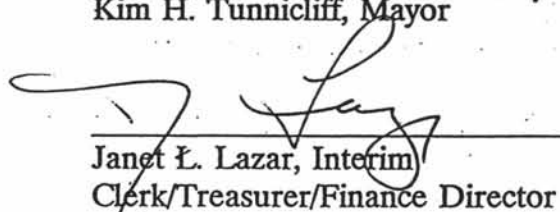
The parties agree that the classification of firefighter will be eliminated through the course of normal attrition. The City agrees not to hire other employees for the purpose of displacing any of the above named individuals. Nothing contained within this contract shall prevent the above named individuals from volunteering for cross-training should they so desire to do so in the future.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN


  
Gerald Radovic, Business Agent

CITY OF ALBION

  
Kim H. Tunnicliff, Mayor

  
Janet L. Lazar, Interim  
Clerk/Treasurer/Finance Director

ALBION PUBLIC SAFETY OFFICERS  
ASSOCIATION

  
Richard Decker, President

## APPENDIX E

### DRUG TESTING POLICY

#### I. PURPOSE

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

#### II. POLICY

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

The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. Sufficient evidence exists to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance.

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

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

#### III. DEFINITIONS

- A. Public Safety Officer--Those sworn officers who have been vested with both law enforcement and firefighting duties and responsibilities.
- B. Firefighter-- Those employees who have been vested with fire fighting duties and responsibilities.
- C. Dispatcher-- Those employees vested with the duties and responsibilities of operating communication systems and dispatching of emergency personnel and equipment.



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

#### IV. PROCEDURES/RULES

##### A. Prohibited Activity

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

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.

3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
4. Any employee who violates this drug testing policy, or when a Medical Review Officer determines that the employee's drug test was positive, shall be immediately suspended with pay pending verification of the drug policy violation. Upon verification of the drug policy in violation, said employee will be immediately discharged.
5. Any city employee who refuses to take a drug test will be immediately discharged.

**B. Applicant Drug Testing**

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

**C. Probationary Employee Drug Testing**

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

**D. Employee Drug Testing**

1. Upon implementation of this policy all employees will be required to take a drug test as a condition of continued employment, thereafter, drug testing shall proceed as provided below:
2. The City and Union have agreed to a policy under which each employee of the Albion Department of Public Safety will undergo an unannounced drug test on a random basis or whenever the City has reasonable suspicion/probable cause. The Chief shall provide some rational explanation in writing to support his/her decision as to why

they believe the employee should be tested.

3. The names of all employees shall be placed in a sealed container and shall be drawn out by the Chief of Public Safety or his designee. A representative of the union will be present during the drawing of the name. Neither the Chief of Public Safety, his designee, nor the Union representative, shall reveal the names of any employee drawn.
4. Upon reasonable suspicion/probable cause, the Chief shall request that an employee submit to a drug test.
5. Any employee who is chosen for a drug test or who tests positive shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy.
6. A drug test will be administered as part of the promotional procedure of this Department.
7. A drug test shall be considered as a condition of acceptance to the COBRA Unit and also when they leave the unit. The Chief of Public Safety will maintain a current list of those individuals serving on the COBRA unit.
8. A public safety employee shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy only if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug dependency problem prior to being advised that they are to submit to a drug test.

E. Penalty

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

F. Rehabilitation Program

1. Under this program, any public safety employee may volunteer to enter a drug education/rehabilitation program after admitting to a drug dependency problem in writing and before being notified that he/she will be tested.

2. This program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/supervised out-patient treatment program as directed by the City.
3. Participants in the rehabilitation/treatment program will be subject to unannounced periodic testing for drugs for a period of three (3) years. A participant who fails any drug test or who uses any controlled substance again, except under doctor prescription, shall be immediately suspended with pay pending verification of the drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged.
4. An employee's failure to fully participate in and/or successfully complete the rehabilitation and follow-up program will result in immediate dismissal from City employment.
5. The drug education program and in-patient treatment referred to in this Section shall be paid for by the employee, subject to the City provided insurance program.
6. Employees will be allowed to use accrued sick leave, vacation and compensatory time benefits until such time as the Chief of Public Safety determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. The Chief will make a decision within 10 calendar days with regard to the employee's work status upon receipt of all appropriate medical records and evaluations. Successful completion of the prescribed treatment program and certification by a physician, designated by the City, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of medical records to the Chief of Public Safety relative to his/her treatment.

#### G. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require picture identification from each employee to be tested before they enter the testing area.

3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. All medical information shall be given to the laboratory testing personnel.
4. The bathroom facility of the testing area shall be private and secure.
  - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is the employee's sample and it is free of any foreign substance.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than two hours to give a sample, during which time he/she shall remain in the testing area, under observation. In lieu of a urine sample, the employee may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine/blood sample will be split and stored in case of a positive test. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be subject to second confirmatory test before disciplinary action, if the original sample results in a positive test. The employee must request the second drug test within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialled by the employee and laboratory technician; and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, he/she shall be immediately suspended with pay from duty pending verification of the

drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged.

H. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
  - a. initial screening test
  - b. confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the Chief shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse, including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level	
	(ng/ml)
Marijuana metabolite .....	100
Cocaine metabolite .....	300
Opiate metabolite .....	300*
Phencyclidine .....	25
Amphetamines .....	1000
Barbiturates .....	300
Benzodiazepines .....	300
Methaqualone .....	300
Methadone .....	300
Propoxyphene .....	300

\*25ng/ml if immunoassay-specific for free morphine.

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

#### Confirmatory Test Level

Marijuana metabolite .....	15*
Cocaine metabolite .....	150**
Opiates:	
Morphine .....	300+
Codeine .....	300+
Phencyclidine .....	25
Amphetamines	
Amphetamine .....	500
Methamphetamine .....	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoylcegonine	
+ 25ng/ml if immunoassay-specific for free morphine	
Barbiturates .....	300
Benzodiazepines .....	200
Methadone .....	200
Methaqualone .....	200
Propoxyphere .....	200

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

I. Chain of Evidence - Storage

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

J. Drug Test Results

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

K. Procedures for Implementation of the Last Chance Agreement

1. An employee shall only be offered the Last Chance Agreement if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug dependency problem prior to being advised that they have been selected to submit to a drug test.
2. A standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee (see attached form).
3. Employee must attend the employee assistance program and/or an authorized rehabilitation source.
4. Employee must sign a form releasing any and all information requested by the Chief relative to medical/psychological records involved with his or her treatment.
5. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. Employee must pass a medical examination administered by a medical facility designated by the Chief of Public Safety before returning to duty. The examination shall screen for drug use, mental and physical impact of the prior drug usage.



7. Employee may be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Chief of Public Safety.
9. The employee shall be subject to the terms of this program for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
11. Employee must be advised that the employee is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

APPENDIX F

CITY OF ALBION

LAST CHANCE AGREEMENT

Re: \_\_\_\_\_

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

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

NOW, THEREFORE, it is agreed that:

1. Employee must sign a form releasing all information to the Chief ADPS or his/her designee relative to medical or psychological records involved with his or her treatment.
2. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an ADPS authorized rehabilitation source.
3. Employee must pass a medical examination administered by a medical facility designated by the Chief ADPS before being allowed to return to duty. The examination shall screen for drug use and the physical and mental impact of the Employee's prior drug usage.

4. Employee may, in the discretion of ADPS, be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
5. Upon being authorized to return to duty, Employee must submit to periodic drug testing on a timetable as determined by the Chief ADPS.
6. Upon clearance by the medical facility designated by the ADPS, Employee shall be returned to ADPS as an employee.
7. Once returned to duty, Employee will present himself/herself to the ADPS's employee assistance program for evaluation, and agree to, as well as follow, all directives given by the employees assistance program for a period of at least three (3) years. Employee agrees to sign appropriate forms releasing information relative to medical or psychological records involved with his/her treatment to the Chief ADPS or his/her designee as may be requested. Failure to follow the employees assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow employee assistance program directives.
8. Employee shall submit to drug testing as ordered by the Chief ADPS. If any such test shows a positive result for the presence of illegal drugs, Employee will be immediately suspended with pay pending verification of the drug policy violation.

9. Employee releases the City and union from all liability and claims Employee may have had or now has with respect to his/her employment with the ADPS whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Albion and Employee's collective bargaining agent.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understand all the terms of this last chance agreement. This last chance agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
12. In the event Employee grieves and attempts to appeal to arbitration his/her discharge because of the violation of any condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the ADPS.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
EMPLOYEE

\_\_\_\_\_  
CHIEF ADPS

APPENDIX G

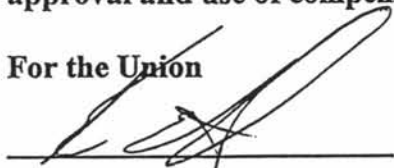
Letter of Understanding

Training Officer Duty

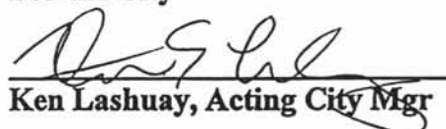
Officers assigned to serve as training officer for a recruit shall receive one hour of compensatory time, at straight time rate, per <sup>TRAINING DUTY</sup> ~~twelve hour shift~~ worked as training officer. This compensatory time shall be kept as a separate bank and so noted on time reports, and it shall not be subject to the <sup>80 hr</sup> ~~40~~ hour cap on regular compensatory time. Compensatory time awarded for training officer duty must be used within the calendar year earned or it is forfeited and is not subject to payment in cash if not used.

Use of such time shall otherwise be subject to the regular rules covering approval and use of compensatory time.

For the Union



For the City

  
Ken Lashuay, Acting City Mgr  
Janet Lazar, Chief Spokesperson

3/16/98

  
E. Jo King/Fin. Dir./Clerk

3-16-98

APPENDIX A

CITY OF ALBION, MICHIGAN					
-----					
PUBLIC SAFETY DEPARTMENT					
Date	Start	After 1 Year	After 2 Years	After 3 Years	After 4 Years
PSO Employees					
	<i>12.65</i>	<i>13.27</i>	<i>13.94</i>	<i>14.66</i>	<i>15.38</i>
1/1/98	26,313	27,603	29,004	30,492	31,984
1/1/99	27,102	28,431	29,874	31,407	32,944
Firefighters					
1/1/97	N/A	N/A	N/A	N/A	<i>14.03</i>
1/1/98	N/A	N/A	N/A	N/A	29,186
1/1/99	N/A	N/A	N/A	N/A	30,062
Sworn Dispatchers					
1/1/	<i>10.67</i>	<i>11.21</i>	<i>11.81</i>	<i>12.36</i>	<i>12.98</i>
1/1/98	22,198	23,307	24,557	25,717	27,002
1/1/99	22,864	24,006	25,294	26,489	27,812
Public Safety Trainee					
1/1/97	<i>5.77</i> 12,000	N/A	N/A	N/A	N/A

GALEN

Wage increase, vacation, insurance premiums and longevity will be retroactive to January 1, 1997.

Retroactive payments are due upon execution of the contract and will be paid within 30 days of the date of the contract without interest. Retroactive payments and other rights are owed only to persons employed by the City of Albion on active payroll or Workers' Compensation as of January 31, 1997. A retroactive payment of salary will be paid, within thirty (30) days, to all bargaining unit employees employed by the City on the date this contract is ratified and signed, if appropriate, by the principal parties.

Public Safety Trainees will not be used to displace any existing employees. The hourly wage rate will be determined by dividing the annual base salary by 2,080 hours. The overtime rate for POAM bargaining unit members will be established by dividing the annual salary by 2,080 hours, then multiplying that hourly rate by 152%.

**Appendix H**

**Letter of Understanding  
Trainee Wage Scale**

The City and the Union each recognize that there are two certifications needed to be a fully certified Public Safety Officer, namely a certification as a Police Officer in Michigan and certification as a firefighter. The current wage scale for trainees does not make any distinction for any individual who has achieved one but not both of the requisite certifications.

To allow for more flexible recruiting and to recognize when one or the other of the certifications has been achieved by a trainee, the City and the Union hereby agree that, effective April 1, 1998, there will be a three tier wage scale for trainees depending on the certifications an individual has. These wages scales shall apply for the remainder of the contract period.

**Trainee-no certifications                      \$12,000**

**Trainee-firefighter certification      \$ 20,000**

A trainee must complete both certifications within one year of date of hire.

It shall be understood that a trainee who has completed firefighter certification must complete police officer certification within one year of his/her employment date, or their employment is terminated.

**For the Union:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**For the City:**

\_\_\_\_\_  
**Ken Lashuay, Acting City MGR**

\_\_\_\_\_  
**Jan Lazar, Labor Spokesperson**

\_\_\_\_\_  
**E. Jo King, Fin. Dir./Clerk/Treas**

**Appendix H**

**Letter of Understanding  
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Trainee-firefighter certification        \$15,000

Trainee-police officer certification \$20,000

**For the Union:**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**For the City:**

\_\_\_\_\_  
Ken Lashuay, Acting City MGR

\_\_\_\_\_  
Jan Lazar, Labor Spokesperson

\_\_\_\_\_  
E. Jo King, Fin. Dir./Clerk/Treas