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AGREEMENT BETWEEN
 THE CITY OF ALBION, MICHIGAN
 AND
 POLICE
 OFFICERS LABOR COUNCIL
 ALBION DEPARTMENT OF PUBLIC
 SAFETY

Albion, City of

SUPERVISORY UNIT

(EFFECTIVE: JANUARY 1, 1997 -
 DECEMBER 31, 1999)

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AGREEMENT

THIS AGREEMENT is effective as of the first day of January 1997, by and between the CITY OF ALBION, MICHIGAN, hereinafter referred to as the CITY, and POLICE OFFICERS LABOR COUNCIL ALBION DEPARTMENT OF PUBLIC SAFETY SUPERVISORY UNIT, hereinafter referred to as the UNION.

ARTICLE I

PURPOSE AND INTENT

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

Recognizing that the interest of the community and the job security of the employees depends upon the CITY's ability to continue to provide proper services to the community, the CITY and 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 that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political beliefs or union activities.

ARTICLE II

UNION RIGHTS

Section 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 Sergeants and Lieutenants in the Albion Department of Public Safety, in any of the job classifications set forth in Appendix A.

Section 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 arrangements 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, and provided that such settlement shall not prevent the UNION from processing similar grievances without such individual settlement being presented as precedential to the settlement of such grievances.

Section 3. UNION Security.

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the UNION at that time shall be required, as a condition of continued employment, to pay a representation fee, the amount to be determined by the UNION for the duration of this Agreement in compliance with state and federal laws.
- (b) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to pay a service charge for representation, a sum to be determined by the UNION in compliance with state and federal laws, on or before the thirtieth (30th) day following the beginning of their employment in the unit for the duration of this Agreement.
- (c) Employees of the bargaining unit that are represented by the UNION shall be determined to be in compliance with this UNION security clause if they are not more than thirty (30) days in arrears in payment of a sum determined by the UNION, in accordance with state and federal law, to be their fair share for representation. The CITY shall be notified in writing by the UNION of any employees in the bargaining unit that are represented by the UNION who are represented by the UNION who are thirty (30) days in arrears in payment of the service charge for representation.

- (d) Employees who fail to comply with this requirement shall be discharged by the CITY within thirty (30) calendar days after receipt of written notice to the CITY from the UNION, unless the CITY is otherwise notified by the UNION in writing within said thirty (30) calendar days.

Section 4. 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 CITY Treasurer who may return an incomplete or incorrectly completed form to the UNION 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 its implementation. Said change to be made only by proper written notice from the UNION and shall not be made more than once a calendar year.

Section 5. Indemnity Provision. The UNION agrees to defend, indemnify and save the CITY harmless against any and all claims, suits, or other forms of liability of whatsoever nature arising out of its deduction from an employee's pay of UNION dues or the representation fee, or reliance on any list, notice certification or authorization furnished under this Article. The UNION assumes full responsibility for the disposition of the

deductions so made once they have been sent to the UNION.

Section 6. 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 State Labor Council, or his designee, may consult with employees in assembly areas before the start of each shift (including any briefing 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.

Section 7. 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 State Labor Council, 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. Employees engaged in such meeting shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours, provided that requests for time off to attend such meetings has been approved by the CITY. Such requests shall not unreasonably be denied, but both the CITY and the UNION agree to work toward the goal of scheduling meetings at a date and time which minimize the loss of manpower to the Department of Public Safety.

Section 8. Employees within the Bargaining Unit may be represented by a UNION Representative 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 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.

Section 9. 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

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 Department of Public Safety 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.

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.

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 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 timely manner as set forth in Step 1 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.

ARTICLE IV

UNION DUTIES

A. NO STRIKE CLAUSE

1. During the life of this Agreement, the UNION shall not cause, authorize, sanction or condone, or 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 the CITY.

2. The UNION agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, 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.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as an alleged violation regarding the meaning, interpretation or application of a specific Article and Section of this Agreement.

Section 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, the grievance must be submitted to the Chief. 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 of 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, or his designee, 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, or his designee, shall schedule a meeting with the UNION Representatives. (The UNION shall have the right to have the representative from the Police Officers Labor Council or his designee at such meeting, provided that notice of such desire is given to the City Manager, or his designee, in writing, along with the written request for a Second Step meeting.) The City Manager, or his designee, shall then answer the grievance, in writing, within seven (7) days from the date of the meeting at which time the grievance was discussed.

Step 3. In the event the Step Two answer is unsatisfactory, the grievance may be submitted to arbitration, provided that within ten (10) days after receipt of the answer in Step Two, the UNION shall request from the American Arbitration Association a list of names of arbitrators and shall deliver a copy of said request to the CITY. The CITY shall then, upon receipt of the copy of the UNION's request, within forty-eight (48) hours, also request from the American Arbitration Association a list of the arbitrator's names.

The CITY and UNION representatives shall, whenever possible, mutually agree to the questions to be decided and shall then transmit this question to the arbitrator who shall render his decision according to all of the following:

- (1) The Arbitrator shall not add to, detract from, ignore or change any of the terms of this Agreement.
- (2) 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 Three.
- (3) 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.
- (4) The charges of the Arbitrator for his fee and expenses shall be shared equally by the CITY and the UNION.
- (5) The Arbitrator's decision shall be final and binding upon the parties.

Section 3. The time limits of any step in the grievance procedure may be extended only by mutual agreement in writing. In the event the CITY fails to reply to a grievance at any step of the procedure within the specified time limit, the UNION shall process the grievance to the next step. In the event the UNION does not appeal a grievance from one step to another within the time limit specified, the grievance shall be considered as settled on the basis of the CITY's last answer. The reference to "days" in this Agreement shall mean business days.

Section 4. Any agreement reached between management and UNION representative(s) is binding on all employees affected and cannot be changed by any individual.

Section 5. The sole remedy except in cases of discharge or suspensions exceeding ten (10) working days 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.

Section 6. 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 & DISCHARGE

Section 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. The UNION retains the right to grieve the reasonableness of the CITY's action. The membership of the Police Officers Labor Council (POLC) agrees not to proceed beyond step two of Article 5, on any written or oral reprimand that will be removed from the employee's personnel file in a period of nine (9) months or less from the time of its issuance.

Section 2. After completion of the probationary period, no employee shall be disciplined, suspended or discharged without just cause.

Section 3. Reasons for disciplinary action shall include, but are not limited to: failure to observe rules of conduct established by the CITY; inefficiency or inability to perform assigned duties, excessive absenteeism, excessive tardiness, failure to take a medical examination, dishonesty or theft; insubordination; gross neglect of duty; intoxication; use of alcohol or drugs on CITY premises or during working hours; failure to observe work rules; intentional falsification of employment application or other records except where the CITY has prior knowledge of falsification; or advising or directing employees to disregard the direct orders of supervision.

Section 4. In the event an employee in the Bargaining Unit shall be suspended from work for disciplinary reasons or he is discharged from his employment after the date

hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance, signed by the employee and a UNION representative, with respect thereto is presented to the Chief within three (3) days after such discharge or after the start of such suspension. Such grievance shall be processed starting at the Second Step of the grievance procedure. In the event of suspension or discharge, a statement of the charges against him, the violations enumerated, and a brief and concise statement of why this action is being taken. The employee shall have the opportunity to meet with his UNION Representative at the time he receives notice of upcoming discharge or suspension action and the UNION Representative shall be present if so requested by the employee at the time of the disciplinary action.

- (a) It is understood and agreed that when an employee files a grievance with respect to his disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his authorization to the CITY to reveal to the decision making participants in the grievance procedure relevant information available to the CITY concerning the alleged offense and such filing shall further constitute a release of the CITY from any and all claimed liability by reason of such disclosure. It is understood by the parties that the CITY shall not be required to reveal all information mentioned above unless said grievance is filed for arbitration.

Section 5. In the event a suspension or discharge is modified through the grievance/arbitration procedure, the CITY and the UNION shall be bound by the decision rendered relative to retroactive pay.

Section 6. The employee shall have the right to review his employee's attendance record and 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.

Section 7. 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 except in the course of official duties or to any unauthorized person shall be regarded as breach of confidence and as grounds for immediate disciplinary action.

Section 8. Any employee who is disciplined shall have the opportunity to have a UNION Representative or UNION Representative present when disciplined, if the employee so requests.

ARTICLE VII

SPECIAL MEETING

Section 1. The CITY and the UNION agree to meet and confer on matters of clarification of the terms of this Agreement or upon matters heretofore a matter of Safety Conferences 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

Section 1. Seniority shall be defined as the length of an employee's continuous service with the CITY commencing with his last date of hire. Departmental seniority shall be defined as the length of time of the employee's continuous service with the Department of Public Safety 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 and 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 for surnames.

Section 2. 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 probationary period shall be listed on the seniority list in order of 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.

Section 3. The employee shall be terminated and lose his seniority rights for 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, including the failure to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff for three (3) consecutive working days without notifying the CITY, unless otherwise excused.
- (f) He accepts employment elsewhere while on an authorized leave of absence, unless he has prior written approval for such employment from the City Manager.

ARTICLE IX

LAYOFF AND RECALL

Section 1. Employees shall be laid off according to the following procedure:

- (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, providing the remaining employees in the classification and department can perform the available work.
- (c) When an employee is removed from the classification within the Department as a result of a layoff, he may be allowed to bump the least senior employee in the next lowest-paying classification with the Department in accordance with his CITY seniority, providing he can perform the available work and the remaining employees within the lower classification within the Department can perform the available work.
- (d) In the event the layoff under Section 1-A occurs in the lowest paying classification within a department, the provisions of Paragraph I-c will not apply.

Section 2. For purposes of this Article, the term "department" means the Department of Public Safety. The term "city seniority" means the employee's seniority as defined in Article VIII Seniority.

Section 3. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work.

Section 4. It is understood and agreed that the CITY has the sole right to select the classification(s) in which the layoff will take place.

Section 5. Employees with seniority shall not be laid off while probationary employees, temporary employees or employees who are unable to perform the essential duties of their job are still actively employed in the Department of Public Safety.

ARTICLE X

PROMOTIONS AND ASSIGNMENTS

Section 1. When and if the CITY creates a permanent new job classification it shall establish responsibilities thereof, set the qualifications and rate of pay therefor and advise the UNION. The CITY and the UNION can continue negotiating the pay for such a newly created position while whichever employee selected occupies that position. Said pay rate to be retroactive to beginning of pay period on or after the date which the position is filled. If after a special conference is held the UNION disagrees with the rate of pay, it may file a written grievance with respect thereto, provided that the grievance is filed within ten (10) days following such Special Meeting. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created. Any new job classification requiring a high rate of pay shall be posted and filled in accordance with the principals promotional procedure. 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 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.

Section 2. A shift schedule shall be posted at least two (2) weeks in advance of its effective date covering a minimum of thirty (30) calendar days indicating the normal work day of every member of the Public Safety Department. Changes may be made in the posted shift schedule by the Chief of Public Safety as may be required to meet the needs of the Public Safety Department. Prior to implementation of any change in the existing procedure, the Chief shall schedule a special meeting to discuss the proposed changes. The CITY agrees to schedule the changing of shifts in such a manner so that whenever possible an officer will not be required to work two (2) consecutive eight (8) hour shifts.

Section 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 the employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The CITY shall also have the right to temporarily transfer employees from one classification to another within the Bargaining Unit, 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) days in any calendar year; provided, however, that the Chief may temporarily transfer employees from one classification to another within the Bargaining Unit for a period of more than ninety (90) days when the needs of the department require, so long as such transfers are not made for purely disciplinary or arbitrary reasons. 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. A temporary transferred employee shall receive the higher classification rate of pay for each full day he performs the functions of the higher classification.

Section 4. The normal assignment to the Detective Bureau will be for a period of no less than one and one-half (1½) years; provided, however, that the Chief may assign persons in and out of the Bureau when the needs of the Department require, and shall not so transfer for purely disciplinary or arbitrary reasons.

ARTICLE XI

INCIDENTAL FRINGE BENEFITS

Section 1. Time and one-half an employees regular hourly base rate of pay will be paid for all approved time necessarily spent on the job, excluding training sessions, court time, and briefing sessions, in excess of eight (8) hours per day or of forty (40) hours per week. Overtime of less than fifteen (15) minutes in any one eight (8) hour day is not included in determining the total hours worked.

Section 2. When, as a result of performing his duties as a Public Safety 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 staff 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 (1½) 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 employees regular straight time hourly rate provided that the duties will be in line with the job classification. 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-duty day then he shall be compensated at time and one-half (1½). No additional compensation shall be paid for any travel time. A Departmental vehicle may 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 travel policy.

Section 3. The CITY agrees to pay an employee for a minimum of two (2) hours at one and one-half (1½) time the employees 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 Department of Public Safety. This provision shall not apply to court time, training sessions and other police work that is described in Section 3 of this Article, provided that the duties will be in line with the job classification.

Section 4. Employees, upon hiring into the Department, will receive an initial issue, as described in Appendix C, attached hereto.

Lieutenants and Sergeants shall receive \$350 annually. Detective Division officers shall receive \$500 annually, as a clothing maintenance allowance, payable in semi-annual payments to employees employed during the entire six (6) month period preceding July and January 1.

All employees within the unit shall be responsible for the maintenance and cleaning 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. The CITY, based on a semi-annual inspection, shall replace all uniforms and equipment listed in Appendix C that is worn out based on the determination of the Chief of Public Safety or his designee. All uniforms and equipment damaged in the line of duty shall be replaced at the CITY's expense. No employee is authorized to wear or use departmental clothing and equipment except in the official performance of their duty.

Section 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 have worked during that year, 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.

<u>Aggregate Years of Service</u>	<u>Total Longevity Payment</u>
After 5 but less than 11 years of service	\$350
After 11 but less than 17 years of service	\$640
After 17 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.

Section 6. Educational Incentive. Officers in the classification of Lieutenants and Sergeants and above, who have three (3) years of experience as a sworn officer with the CITY, shall be paid an educational bonus for degrees or credits earned in public safety related courses. Such college incentive pay shall not be considered when calculating an employee's regular hourly rate of pay. The amount of educational bonus shall be as set forth below:

- (a) Associates degree - receive a one time bonus of \$500.
- (b) Bachelor's degree - receive a one time bonus of \$1,000.
- (c) 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 obtain a degree as described above while employed by the City of Albion, after the effective date of the agreement, shall receive educational incentive as outlined above.

Section 7.

- (a) Educational Incentive. Officers in the classification of Lieutenant and Sergeant and above, who have three (3) years of experience as a sworn officer with the CITY, shall be paid an education bonus for degrees or credits earned in public safety related courses. Such college incentive pay shall not be considered when calculating an employee's regular hourly rate. The amount of educational bonus shall be as set forth below:
 - (i) Associate Degree - receive a one time bonus of \$500.
 - (ii) Bachelor's Degree - receive a one time bonus of \$1,000.
 - (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 obtain a degree as described above while employed by the City of Albion, after the effective date of the agreement, shall receive educational incentive as outlined above.

- (b) Tuition Reimbursement. The CITY will reimburse non-probationary employees for specific job-related college course work up to a maximum of \$1,000 annually per employee under the following conditions:
 - (i) Employee applies for financial assistance and receives prior written approval from the Director of Public Safety and the 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 fifty (50%) percent of such costs for a grade C or better.

Section 8. In lieu of receiving overtime premium pay, an employee may elect, with the approval of the Chief, to receive compensatory time off in lieu of the overtime payment. Compensatory time off in lieu of overtime holiday pay may also be granted

according to the procedures as outlined herein. Compensatory time off shall be granted on the basis of the overtime rate applicable for each overtime hour actually worked. Compensatory time off may be accumulated to a maximum of eighty (80) hours.

An employee shall elect to be paid the overtime premium or receive compensatory time off at the time the overtime hours are actually worked. If the optional use of the compensatory time off herein provided is declared invalid by a court or tribunal of competent jurisdiction, overtime will be paid in accordance with the provisions of Article XI, Section 2.

ARTICLE XII

LEAVE TIME

Section 1. The following days are designated as holidays under this Agreement: New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day (third Monday in January), Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, one day on December 24th and Christmas Day. If any of these holidays fall on a Sunday, the following Monday will be considered the holiday.

Section 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 and four (4) hours for a half day holiday or at their option, be credited alike amount in compensatory time off.

Section 3. 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.

Section 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.

Section 5. On each anniversary of his seniority date, an employee shall be eligible for a vacation with pay as follows:

<u>Seniority</u>	<u>Vacation Period</u>
After one (1) year	2 weeks
After seven (7) years	3 weeks
After fifteen (15) years	4 weeks
	21 days effective January 1, 1998
	22 days effective January 1, 1999

Section 6. Vacation leave shall be granted employees covered hereby by the Chief, and such vacation shall be granted at such times as they least interfere with the efficient operation of the Department of Public Safety. 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 1, preceding the period requested. Officers who make the request by February 1 shall be granted vacation preference in accordance with Departmental seniority and within any rank 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.

Section 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 check, the unused vacation for which he qualified or his prior anniversary date. Additionally, an employee who voluntarily separates from the CITY's service 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 of either eight (8), twelve (12) or sixteen (16) hours per month for a maximum of ten (10) months.

Section 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 CITY's Chief of Public Safety notice of his call to active duty as promptly as is practicable, and following such performance of duty provides him an authenticated copy of his pay voucher.

Section 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.

Section 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.

Section 11. At the time of death in an employee's immediate family, an employee shall be granted time off for a period, the length of which will be determined by 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 the 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 exception in the most recent year of filing was claimed by a member of the household. Up to two (2) days may be granted by the CITY in the event of the death of other close relatives, one day of which must be the day of the funeral.

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, or three (3) day funeral leave benefit. 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.

Section 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 Labor Council National meeting.

- (b) Two (2) men from the Department for three (3) days each calendar year to attend the Police Officers Labor Council, State of Michigan meetings.
- (c) One (1) man from the unit for two (2) days each calendar year to attend the Police Officers Labor Council Conference.

The request for such leave of absence shall be made as soon as possible after the affected employee has knowledge of the date of the meeting. The request shall be granted unless the Chief believes that granting the request will reduce manpower below an acceptable level. If additional employees wish to attend such meetings, they may request a personal leave of absence as provided in Section 10 of this Article.

Section 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 hereafter 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 off work on workers' compensation shall not accrue additional vacation or sick days.

An employee leaving the service of the CITY through retirement will be paid 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 and 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 of 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 death.

Section 14. During the period of absence from work due to a noncompensable 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 Department of Public Safety 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 Chief. The 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 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 judgment 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.

Section 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 Workmen'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 Workmen'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.

ARTICLE XIII

MISCELLANEOUS

Section 1. Each employee must provide the CITY with his current mailing address and telephone number and any therein changes.

Section 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. Emergency Medical Technician (EMT) Certification may be utilized in lieu of the first aid requirements contained in this section provided that State Law requirements have been met.

Section 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 Chief 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.

Section 4. Should an employee covered by this Agreement become physically or mentally handicapped as a result of an 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 Department of Public Safety that, in the judgment of the CITY and/or the Chief of Public Safety, he is physically and mentally able to perform, provided always, that such job is available.

ARTICLE XIV

DIRECT ECONOMIC BENEFITS

Section 1. For the life of this Agreement, the salary schedule set forth in Appendix A, attached hereto, and by this reference made part hereof, shall remain in full force and effect.

Section 1(a). Retroactive Payment. 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.

Section 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 agrees to contribute the cost of adding a prescription drug rider provided that a sufficient number of employees elect the additional protection so that the minimum requirements of the insurance carrier is satisfied.

Section 2(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. The CITY will provide as an option Community Blue PPO basic Option 1. The CITY will provide Blue Cross Blue Shield of Michigan Preferred Rx Prescription Drug Card Program with \$10 Co-Payment (Mail Order Option). CITY will reimburse \$5 toward each \$10 co-pay. Employees will submit a minimum of four (4) prescriptions to receive reimbursement payments and show proof that prescription is for a member or dependent.

Section 2(b). The City of Albion recognizes that many employees currently have dual insurance coverage also being provided by the spouse's employer. An employee choosing to cancel his/her CITY health insurance coverage may do so provided he/she:

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

An employee may cancel his/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.

Any employee electing to participate in the Opt-Out plan will be paid \$1,800 in May.

An employee may elect to obtain the CITY's hospitalization coverage after previously opting-out of the plan by meeting the requirements of a Qualified Life Event:

1. Spouse loses job.
2. Death of spouse.
3. Birth/adoption of child.
4. Marriage or divorce

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

Health insurance opt-out plan payments shall not be included in the calculation of an employee's final average compensation for purposes of determining his/her retirement benefits.

Section 3. Retiree Health Insurance.

Section 3(a). The CITY or the CITY's Act 345 retirement system will contribute the sum determined under Section 3(c) below toward the cost of CITY provided retiree health insurance for an eligible retiree (as defined in Section 3(b) below) and their dependents. The CITY will provide a \$10 co-payment prescription drug card rider with \$5 reimbursed by the CITY (grouped in four or more receipts) upon submission of proof that the prescription is for a member or dependent.

Section 3(b). An eligible retiree is a retiree who satisfies all of the following requirements:

- (a) The retiree has retired and is receiving benefits under the CITY's Act 345 retirement system;
- (b) The retiree is at least 55 but less than age 65; CITY contributions will not be made on behalf of any retiree during any period before he/she is age 55 or after he/she is age 65;
- (c) The retiree is not receiving health insurance coverage from another employer. In order to avoid duplicate coverage, the eligible retiree will sign a disclaimer on the form provided before any premiums are paid by the CITY. The retiree shall cease to be eligible for the benefits of this section during such periods of time that the retiree is covered under another health insurance program.

Section 3(c). The monthly contribution shall be \$325 if the conditions listed below are satisfied. Otherwise the monthly contribution shall be \$100.

Conditions:

- (a) The provisions of P.A. 1966 No. 28, being MCLA 38.571 and .572 (the "Act") are in full force and effect and permit the use of interest earned on a reserve fund of the CITY's Act 345 retirement system to be used to pay health insurance premiums for retirees under the system.
- (b) The Board of the CITY's Act 345 retirement system has determined that sufficient monies in the system are available under the Act and Article 9, Section 24 of the Michigan Constitution of 1963, to permit the payment of the \$325 per month amount and the Board has affirmatively voted to authorize such payments. The determination

shall be made on a year-to-year basis and shall in no event create a liability for the system.

Section 3(d). The eligible retirees receiving CITY health insurance contributions under Section 3(a) above shall be allowed to continue with the CITY's Blue Cross/Blue Shield plans at their own cost (to the extent that the full premium is not covered by the CITY's contribution between the ages of 55 and 65). To continue such coverage the retiree must remit the retiree's share of the premium cost to the CITY's Finance Director one month in advance.

Section 3(e). There shall be a coordination of benefits with any other health insurance held by the retiree. The CITY's insurance plan shall be considered the secondary insurance.

Section 3(f). The retiree must apply for Medicare (or any other government sponsored program) when eligible. There shall be coordination of benefits with Medicare (or any other government sponsored program).

Section 3(g). Any funds established by the CITY shall be vested in the CITY, and no officer covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the CITY, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the CITY.

Section 3(h). 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 accrue to the CITY. The CITY may select the carrier and from time-to-time change carriers, or become self-insured.

Section 3(i). The retiree will have the option of receiving additional coverage (which is provided by the CITY to active employees) at the retiree's cost in addition to the coverage provided for in this Section. The additional premium cost shall be the obligation of the retiree. To be eligible for such additional coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Director one month in advance.

Section 4. 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.

Section 5. The CITY shall provide a comprehensive liability insurance as provided by a standard policy, in the amount of \$100,000 per person and \$1,000,000 per incident.

Section 6. The insurance coverage listed above shall be discontinued on the day the employee's services are finally terminated or on the day he goes on any personal leave of absence in excess of five (5) working days or is laid off, except coverage for retirees; provided, further, that any employee on an approved personal leave of absence shall be able to continue such insurance coverage by paying to the CITY all premiums thereof which are required to continue such insurance coverage.

Section 7. 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.

Section 8. Each employee covered hereby who is eligible to be covered by the benefits of Act 345, Public Acts of 1937 as amended, shall receive all the mandatory and none of the permissive benefits of that legislation except for employees who retire on and after October 1, 1976, the Regular, Straight Life Pension shall equal two and five tenths (2.5%) of his average final compensation multiplied by the first twenty-five (25) years of service credited to him plus one (1%) percent of his final average compensation multiplied by the number of years and fractions of a year of service rendered by him which are in excess of twenty-five (25) years. Employees shall contribute six (6%) percent effective January 1, 1997, five (5%) percent effective January 1, 1998, and four (4%) percent effective January 1, 1999. The CITY shall adopt all necessary rules and regulations required to implement this system.

Section 8(a). Effective September 1, 1991, the number of years used to compute final average compensation for those unit members retiring after September 1, 1991 shall be the average of the highest three (3) years of compensation out of the last five (5) years worked immediately preceding the date of retirement. The calculation of the five (5) year period shall commence the day before the date of retirement back five (5) years. Final Average Compensation will include base wages, overtime and longevity exclusively. Lump sum vacation and sick leave payments and clothing allowances are not included in FAC.

Section 8(b). Effective September 1, 1993, Section 6(1)(a) of Act 345, being MCLA 38.556(1)(a), shall be applied without the requirement of the attainment of any age. The service requirement of twenty-five (25) years shall be applicable.

ARTICLE XV

OUTSIDE ACTIVITY

Section 1. No employee may directly or indirectly maintain or engage in any outside business, financial interest or employment activity which conflicts with the interest of the Department or which interferes with his ability to discharge his duties fully. Such conflict of interest shall be grounds for discipline, up to and including discharge.

ARTICLE XVI

GENERAL

Section 1. The CITY may, at its discretion, require that employees submit to a physical and mental test and examination by a doctor jointly appointed by the CITY and UNION, when tests and examinations are considered to be of value to the CITY in maintaining a capable work force, employee health and safety, etc.; provided, however, that the CITY will pay the cost of such test and examinations.

Section 2. The CITY may, at its discretion, require that employees provide specific and detailed medical data from the employee's doctor, the CITY's doctor, and/or a personal affidavit stating the cause of the absence, for any illness or injury which resulted in lost work time.

Section 3. Employees who have been on extended leave as a result of illness of physical ailment may be required to receive and successfully pass a physical examination to determine their continuing ability to perform the duties and responsibilities of their position, or of the position which they may be assigned to.

Section 4. Residency. All employees promoted into the bargaining unit on or after September 1, 1981, the enactment of the residency policy, will become a resident of and reside within the corporate city limits of the City of Albion, Michigan, within one year of the promotion date. All employees hired into the bargaining unit on or after September

1, 1981, the enactment of the residency policy must, as a condition of their continued employment (after the initial probationary period) remain a resident of and reside within the corporate city limits of the City of Albion, Michigan. Employees employed in the bargaining unit, before the enactment of the residency policy, shall reside whenever possible within the city limits, and in no case further than a four (4) mile radius of the city limits.

ARTICLE XVII

SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this Agreement, or any Appendix hereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix hereto, or the application of such Article or Section, persons or in circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. The CITY and the UNION agree that if any provision is declared invalid, they will meet at a mutually convenient time for the sole purpose of negotiating only a substitute provision that conforms with the requirements of the legislation.

ARTICLE XVIII

SCOPE OF AGREEMENT

Section 1. 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 amendments or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XIX

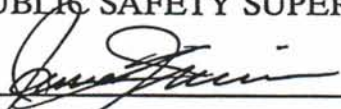
DURATION OF AGREEMENT

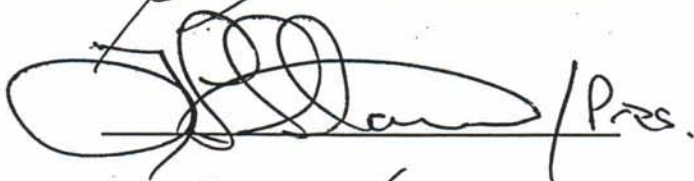
Section 1. The provisions of this Agreement shall be effective as of **January** 1, 1997, and shall continue and remain in full force and effect to and including **December** 31, 1999, and thereafter for successive periods of one (1) year, unless either party **shall** at least sixty (60) days prior to December 31, 1999 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating 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 amendment.

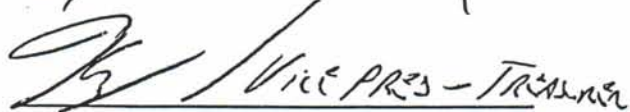
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MICHIGAN POLICE OFFICERS LABOR
COUNCIL - ALBION DEPARTMENT OF
PUBLIC SAFETY SUPERVISORY UNIT

CITY OF ALBION

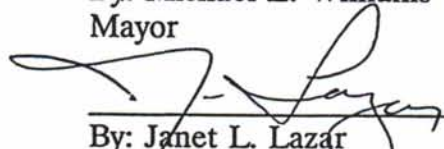


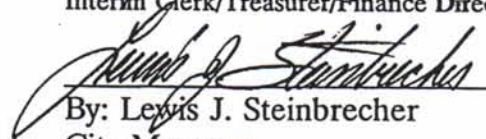




Vice Pres - Treasurer



By: Michael E. Williams
Mayor


By: Janet L. Lazar
Interim Clerk/Treasurer/Finance Director


By: Lewis J. Steinbrecher
City Manager

AMENDED

APPENDIX A

CITY OF ALBION - DEPARTMENT OF PUBLIC SAFETY

WAGE PLAN EFFECTIVE 1/1/97					
Position	Start	After One Year	After Two Years	After Three Years	After Four Years
Captain	N/A	N/A	N/A	\$42,648	-
Lieutenant	37,104	—	—	—	—
Sergeant	32,094	33,661	35,325	—	—
WAGE PLAN EFFECTIVE 1/1/98					
Position	Start	After One Year	After Two Years	After Three Years	After Four Years
Captain	N/A	N/A	N/A	\$43,927	-
Lieutenant	38,217	—	—	—	—
Sergeant	33,057	34,671	36,385	—	—
WAGE PLAN EFFECTIVE 1/1/99					
Position	Start	After One Year	After Two Years	After Three Years	After Four Years
Captain	N/A	N/A	N/A	\$45,245	-
Lieutenant	39,364	—	—	—	—
Sergeant	34,049	35,711	37,477	—	—

NOTE: The Captain's position will no longer exist after retirement of the employee which currently holds the rank of Captain.

WAGE CONFIGURATION AS CORRECTED 04-02-97

*Thank you for approval
4/2/97*

JWS

Please prepare letter of agreement between P.O.C. and City addressing Lieutenant's position.

[Signature]

ERRORS

APPENDIX A

CITY OF ALBION - DEPARTMENT OF PUBLIC SAFETY

WAGE PLAN EFFECTIVE 1/1/97					
Position	Start	After One Year	After Two Years	After Three Years	After Four Years
Captain	N/A	N/A	N/A	\$42,648	-
Lieutenant	\$30,523	\$32,094	\$33,661	\$35,325	\$37,104
Sergeant	\$29,053	\$30,523	\$32,094	\$33,661	\$35,325
WAGE PLAN EFFECTIVE 1/1/98					
Position	Start	After One Year	After Two Years	After Three Years	After Four Years
Captain	N/A	N/A	N/A	\$43,927	-
Lieutenant	\$31,439	\$33,057	\$34,671	\$36,385	\$38,217
Sergeant	\$29,925	\$31,439	\$33,057	\$34,671	\$36,385
WAGE PLAN EFFECTIVE 1/1/99					
Position	Start	After One Year	After Two Years	After Three Years	After Four Years
Captain	N/A	N/A	N/A	\$45,245	-
Lieutenant	\$32,382	\$34,049	\$35,711	\$37,477	\$39,364
Sergeant	\$30,823	\$32,382	\$34,049	\$35,711	\$37,477

NOTE: The Captain's position will no longer exist after retirement of the employee which currently holds the rank of Captain.

AMENDED APPENDIX A

CITY OF ALBION - DEPARTMENT OF PUBLIC SAFETY

WAGE PLAN EFFECTIVE 01/01/97			
<i>Position</i>	<i>Start</i>	<i>After one year</i>	<i>After two years</i>
Captain	\$42,648.00	N/A	N/A
Lieutenant	\$37,104.00	N/A	N/A
Sergeant	\$32,094.00	\$33,661.00	\$35,325.00

WAGE PLAN EFFECTIVE 01/01/98			
<i>Position</i>	<i>Start</i>	<i>After one year</i>	<i>After two years</i>
Captain	\$43,927.00	N/A	N/A
Lieutenant	\$38,217.00	N/A	N/A
Sergeant	\$33,057.00	\$34,671.00	\$36,385.00

WAGE PLAN EFFECTIVE 01/01/99			
<i>Position</i>	<i>Start</i>	<i>After one year</i>	<i>After two years</i>
Captain	\$45,245.00	N/A	N/A
Lieutenant	\$39,364.00	N/A	N/A
Sergeant	\$34,049.00	\$35,711.00	\$37,477.00

NOTE: The rank of Captain will be eliminated following the retirement of Captain Mueller.

APPENDIX B

PROMOTION TO SHIFT COMMANDER:

1. Eligible Sergeants must attain a score of 70% on a qualifying written exam.
2. Candidates must then pass an assessment process/center.
3. The Chief may select the most appropriate qualified applicant from among the top three (3) candidates who pass the assessment process, subject to final approval of City Manager.

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)
	Body armor

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

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

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

Mask, gas	Locker, personal
Flashlight, 5 cell	Revolver
Keys, department	Stick, riot
Handcuffs	Stick, night
Keys, handcuffs	Helmet, riot
Patches (shirts & jackets)	

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

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

APPENDIX D

PROMOTION TO POSITION OF CAPTAIN

1. Captains shall be appointed by the Director of Public Safety with approval by the City Manager. To be eligible for appointment, a candidate must:
 - (a) Have ten years of experience with the Albion Department of Public Safety or its predecessor departments and five years of experience at the rank of sergeant or higher; or
 - (b) If fewer than two candidates meet the requirements of subsection (a), then the Director may take applications from all members of the P.O.L.C.; or
 - (c) If fewer than two candidates apply for promotion under either subsections (a) or (b), then the Director may consider applicants from outside the P.O.L.C., if such persons have command experience at the rank of sergeant or higher.

APPENDIX E

BI-WEEKLY PAY

Effective January 1, 1992, all POLC 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 POLC shall return to a weekly pay period also.

APPENDIX F

DRUG TESTING POLICY

I. PURPOSE

The City of Albion and the Michigan Officers Labor Council ("POLC") have established a drug program covering all members of the POLC. The intent of this program is to establish and maintain a drug free work place.

II. POLICY

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

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

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

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

III. DEFINITIONS

- A. Public Safety Officer--Those sworn officers who have been vested with both law enforcement and firefighting duties and responsibilities.
- B. Drug Test-- The compulsory production and submission of urine or blood by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage.
- C. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause which is held by the Chief of Public Safety and at least one other command officer. Reasonable suspicion must be based on

specific, objective facts and any rationally derived 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.

- D. Probationary Employee -- For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as defined under Article VIII, section 2 of the POLC bargaining agreement.
- E. MRO - Medical Review Officer -- The medical review officer is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.
- F. 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. In the event an individual from outside the department is hired to fill the classification of captain, (said hiring based on a mutual agreement between the union and the CITY), that individual shall be required to take a drug test as a condition of employment and shall be subject to paragraph C, probationary employee drug testing.
2. Applicants for the position of Captain 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 hired as outlined in "B" above 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 one sealed container and shall be drawn out by the Chief of Public Safety or his designee. Said drawing shall occur once a month on an unannounced date at which time, one name shall be drawn. A representative of the union will be present during the drawing of the name. Neither the Chief of Public Safety, his designee, nor UNION Representative, shall reveal the name 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 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.
7. 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 MRO.
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 (which means additional testing of the original sample) within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician; and checked against the identity of the employee to ensure the results 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 - See chart in Appendix "H"

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, proficiency in urinalysis, and be Michigan Law Enforcement Officers Training Council (MLEOTC) certified.
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.

V. Separability and Saving Clause

If any Section of this Appendix shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Appendix or the application of such Section, persons or in circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. The CITY and the UNION agree that if any provision is declared invalid, they will meet at a mutually convenient time for the sole purpose of negotiating only a substitute provision that conforms with the requirements of the legislation.

APPENDIX G

DRUG TESTING METHODOLOGY

The language contained in Appendix F "Drug Testing Policy" regarding Section H entitled "Drug Testing Methodology" shall conform to the chart contained in this Appendix presented below.

Random Draw→	Urine Sample					
	1/2 ↓	1/2→ ↓	Positive→	Confirm→	MRO→ ↓	Director ↓
	Separate test at employee's option	Negative - (letter)			Negative (pres. drugs) (letter)	<u>Firing</u>

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