

Labor Agreement

**City of Jackson
and
Police Officers Labor Council,
Supervisory Unit
Jackson Division**



July 1, 2015 through June 30, 2020

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AGREEMENT

THIS AGREEMENT entered into on _____ by and between the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the Employer, and the POLICE OFFICERS LABOR COUNCIL, SUPERVISORY UNIT, JACKSON DIVISION, hereinafter referred to as the Union.

WITNESSETH:

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

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

ARTICLE 1 – RECOGNITION/MANAGEMENT RIGHTS

Section 1.1: Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer does hereby recognize the Police Officers Labor Council, Supervisory Unit, Jackson Division, as the exclusive collective bargaining agency with respect to rates of pay, hours of work and conditions of employment for the term of this Agreement for the following unit: Lieutenants and Sergeants of the Jackson Department of Police and Fire Services Police Division, and excluding all others.

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

Section 1.2: Management Rights.

The Employer retains all rights established by law and shall have the sole and exclusive right to manage and operate the City in all of its operations and activities. Among the rights of the Employer is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and classifications of work and the number of personnel required; to direct and control operations; to maintain order operations as in the past; to study and use improved methods and equipment and outside assistance whether in or out of the City's facilities and to carry out the ordinary and customary functions of the administration of the City. The employer shall have the right to hire, promote, assign, transfer, suspend, discipline or discharge for just cause, lay-off and recall personnel; to establish work rules; to make judgements to the ability the ability and skill; to establish and change work schedules; except where any of these rights are limited or abridged by provisions of the Agreement.

Section 1.3: Non-Discrimination.

The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his race, color, creed, age, sex, nationality, religion or political belief, sexual orientation, gender identity, family medical history and genetic information, disability, marital status, height, or weight and other legally protected status nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union.

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

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

- A. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other form of liability arising out of this Section.
- B. The parties recognize that a union wishing to collect agency shop representation fees must adopt constitutionally adequate procedures which provide nonmembers with: (1) an adequate explanation of the basis for the representation fee including disclosure of all major categories of expenses; (2) a reasonably prompt opportunity to object to the fee before an impartial decision maker; and (3) escrow for the amounts reasonably in dispute while the challenges are pending, and provide for advance reduction of fees for expense categories unrelated to negotiations or contract administration and clearly expended for political/ ideological purposes.

The POLICE OFFICERS LABOR COUNCIL, SUPERVISORY UNIT, will certify to the City in writing that it has complied with all requirements of the above referenced procedures prior to the City making the required payroll deductions.

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

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

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

ARTICLE 2 – GRIEVANCE PROCEDURE

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

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

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

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

excluded) after the discussion, the Personnel Director shall give the Union representative a written Second Step answer. If the answer is satisfactory, the Union representative shall so indicate in writing giving one (1) copy of the settle grievance to the Personnel Director.

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

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

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

ARTICLE 3 - STRIKES AND LOCKOUTS

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

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

ARTICLE 4 - DISCHARGE CASES AND SUSPENSION CASES

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

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

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

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

ARTICLE 5 – SENIORITY CALCULATION

Section 5.1: Seniority Calculation. Bargaining unit seniority shall commence upon an employees' date of permanent entry into the bargaining unit described in Section 1.1 of this Agreement. Department seniority shall be defined as an employee's length of continuous, full-time employment as a sworn officer with the Employer since his last hiring date. Last hiring date shall mean the date when the employee first reported for work as a sworn patrol officer for the Employer and assumes that they remain an active employee. Classification seniority shall mean the continuous time spent as a permanent (post probationary) employee in any bargaining unit classification of Lieutenant or Sergeant. No time shall be deducted from an employee's seniority due to authorized leaves of absence, vacation, sick or accident leaves or demotions or layoffs due to budget reductions. However, employees shall not accrue seniority during unpaid non Family and Medical Leave (FMLA) or unpaid work or unpaid medical leaves of absence for over thirty (30) calendar days.

Section 5.2: Probationary Employees. All new unit employees shall be probationary employees until they have completed one (1) year of service in the unit. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him for regular employee status. An employee may be removed any time during the one (1) year probationary period that he demonstrates that he does not have the ability, skills or other attributes to satisfactorily perform in this position. In addition,

during this one (1) year period, an employee may decline the promotion for any reason. In the event the new employee is removed or declines the promotion during his probationary period, he shall be returned to the classification held prior to the time of the promotion. Employees removed by the Employer as described in this Section shall be notified of the reasons for removal in writing by the Employer at the time of removal. Said employee may appeal the decision to the Chief. The Chief's decision shall be final and binding.

Section 5.3: Loss of Seniority. An employee's seniority and employment shall terminate:

- A. If he quits, retires or is justifiably discharged.
- B. If, following a layoff, he fails or refuses to notify the Employer of his intention to return to work within seven (7) calendar days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer or having notified the Employer of his intent to return, fails to do so within fourteen (14) calendar days after such notice is sent.
- C. If he is absent for 24 consecutive regularly scheduled working hours without notifying the Chief within such period of a justifiable reason for such absence. However, exceptions may be made at the discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible.
- D. When he has been laid off for a period of time equal to his seniority, provided he has maintained his eligibility for recall pursuant to Section 5.5 of this Article.

Section 5.4 Layoff and Bumping Procedure

When, in the judgment of the Employer, it is necessary to eliminate a job classification or to reduce the number of employees in a job classification, the affected employee(s) shall be reduced by inverse classification seniority. When, in the judgment of the Employer, it is necessary to layoff, the affected employee(s) shall be laid off by inverse department seniority as defined in Section 5.1. Employees thus removed from a job classification shall exercise their job classification seniority in Section 5.1 in any lower rated bargaining unit classification, which they have permanently occupied during their employment with the Police Department. Employees thus displaced from their job classification shall exercise the same right. The layoff provision shall not apply wherein the application thereof would result in the Department being required to layoff an employee in possession of a special skill essential to properly perform the work available at the time of the layoff, not possessed by employees having greater seniority. Employees bumping into lower rated classifications shall be paid the rate of said classification.

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

If employees are to be laid off, management will notify the POLC prior to any layoff.

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

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

Section 5.6: Temporary (Acting Position) Assignments (Out-of-Grade Pay). In any case when an employee is qualified for and is temporarily required (not to exceed twelve (12) consecutive months), in writing by the Director of Police and Fire Services, to serve in and accept responsibility for work in a higher class or position, such employee shall receive the salary rate of that class throughout the time so assigned to said position. However, no employee shall receive the out-of-grade salary rate when so assigned for training purposes or as vacation fill-in, providing it does not exceed four (4) calendar months within a twelve (12) month period.

There will be no temporary assignments of sergeants of a two (2) day or less duration. The assignment of overtime for sergeant vacancies will follow Section 7.4 and any letter of agreement providing for the assignment of overtime shifts.

Section 5.7: Filling of Vacancies. When the Employer determines it is necessary to fill a new, permanent job classification or a permanent vacancy in rank of Lieutenant or Captain, such permanent opening or vacancy shall be posted on the Department bulletin board for a period of fourteen (14) calendar days, during which period employees may apply for such opening or vacancy by completing an appropriate application form in the Department of Personnel and Labor Relations. In order to be eligible for promotion under this procedure, an applicant must participate and progress through each scheduled step of the promotional process.

- A. Those employees who possess the necessary prerequisites for a given job opening and who apply therefor in accordance with Section 5.7 A. (1) below, shall be given an examination administered by the Department of Personnel and Labor Relations. The Employer reserves the right to use the assessment center approach for this portion of the promotion process. If the assessment center approach is used, Subsections B. through D. shall not apply. If there are five (5) or fewer applicants for any vacant position, the Director of Police and Fire Services may, at his/her sole discretion, waive the requirement for promotional testing and/or an assessment center. In such cases, an external oral board will be convened to review and rank the applicants and provide that evaluative information to the Director, who shall then select an applicant for promotion from the list of applicants. The external oral board will be comprised of at least three (3) individuals, of whom no fewer than two (2) board members shall be law enforcement professionals of the rank to be filled or higher, and at least one (1) board member shall be a member of the community representing a community and/or business interest.
 1. The prerequisites for Police Lieutenant shall be five (5) years of service in the Jackson Department of Police and Fire Services, Police Division and holding the rank of Police Sergeant and having satisfactorily served at least one (1) year as Sergeant.
 2. The prerequisites for Captain shall be either; holding the rank of Lieutenant, or having held the rank of Sergeant for five (5) years in the Jackson Department of Police and Fire Services, Police Division.
 3. It is understood that the Assistant Director of Police and Fire Services, Police Division posting will be open to outside applicants, however, unit members with minimum qualifications for the vacancy will be given fair consideration for the promotional

opportunity. No term or condition of this agreement limits the right of the Director of Police and Fire Services in the selection of a Assistant Director of Police and Fire Services, Police Division.

- B. Upon conclusion of the examination, the test scores will be arranged in descending order starting with the applicant or applicants who received the highest test score downward to the applicant who received the lowest passing score. Passing score shall be 70% or more.
- C. The applicants who receive a passing score shall be given an External Oral Board examination. Upon completion of the Oral Board examination, the oral board scores for each applicant, who took the oral board examination, shall be combined with the written examination score with each holding 50% weight.
- D. The Director of Police and Fire Services shall, from the applicants who receive the five (5) highest weighted scores, select the applicant who shall be awarded the job, giving consideration to both weighted scores and past performance.
- E. If the assessment center approach is used, reasonable accommodations will be made to allow those employees electing to participate in the assessment center process to do so without the use of their compensatory or vacation time. Normal work schedules or leave days may be adjusted to facilitate participation in the assessment center process. Scheduling accommodations for this purpose may be designed to minimize paying overtime and "acting" pay.

Upon completion of the assessment center testing, an eligibility list shall be established using only assessment center scores. The eligibility list shall be certified to the Director of Police and Fire Services containing the names of those qualified applicants who rank the highest on the list, up to a maximum of the five highest ranking scores. If more than one vacancy is present in the classification and is to be filled concurrently, the name of the qualified applicant holding the next highest score will be certified for each additional vacancy in addition to the names of those applicants receiving up to the five highest landings. The Director of Police and Fire Services shall select from those applicants certified to him in accordance with this subsection.

- F. When an employee receives a promotion to a higher rank under this Section, he shall be on probation in that new rank and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the new rank during the first one (1) year of work in his new rank. If so removed, the employee shall be returned to the last previous rank classification he had permanently occupied prior to bidding for such rank.
- G. Once a vacancy has occurred and, through the above process, a promotional list has been established for that rank classification said promotional list shall remain in effect for a maximum of twelve (12) months or unless exhausted. Promotions during the effective period of the list shall be made from said list.
- H. When an employee receives a promotion to a higher rank under provisions of this section and was so assigned temporarily on a continuing basis before being promoted, he or she shall receive seniority credit for that time towards his/her classification seniority when

promoted on a permanent basis, provided the promoted employee successfully completes his probationary period as provided in Subparagraph F.

Section 5.8: Sergeant Shift Selection. Prior to each yearly shift cycle, Sergeants assigned to patrol shifts may designate their preferred patrol shift. Individual preferences will generally be honored in seniority order except in exigent circumstances, such as training schedule needs, performance problems, separation of family members and cohabitants, turnover, etc. It is understood that moves based upon exigent circumstances may result in one or more senior Sergeants losing their preferred shifts, however, the least senior Sergeant(s) will be moved whenever possible.

ARTICLE 6 - LEAVES OF ABSENCE

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

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

Section 6.2: Sick Leave. Effective with the initial date of employment, every seniority employee shall be granted eight (8) hours sick leave allowance for each completed calendar month of service from which shall be subtracted any particular sick leave actually used since that date. Such sick leave allowance may only be used by an employee when incapacitated to perform his duties due to sickness, injury, when quarantined. If the injury is of a nature, as determined by a doctor, that the employee can perform available work and if the Chief determines that work is available which the employee can perform, as determined by a doctor, then the employee will report for said available work. Employees, with prior approval, may use earned sick leave off in case of serious illness of an employee's immediate family. In the event of sick leave for such purpose, the Chief may require a certificate from a medical doctor or other competent professional individual giving information as to the circumstances involved. In the event of death in an employee's immediate family, sick leave may be used, upon approval of the Chief, in addition to bereavement leave. The immediate family for this purpose shall be defined as in Section 6.5. All foreseeable leaves for such purposes shall require specific prior approval of the Department Head. It is understood and agreed that sick leave will not be abused. A medical certificate will not be required to substantiate a request for approval of sick leave for three (3) consecutive days or less, unless the employee has been notified in writing

about excess use or abuse of sick leave within the previous twelve (12) month period. An employee will not receive a written notice unless he has first been verbally cautioned by his supervisor on at least one occasion during the previous twelve (12) month period. The continued excessive use or abuse of sick leave may be grounds for disciplinary action. Sick leave usage shall be deducted from earned sick leave accrual to the nearest 1/10 of an hour as shown on the employee time record.

- A. An employee shall notify the Employer at the Employer's office prior to the start of the shift, or as soon thereafter as the employee's circumstances will permit, if he is going to be absent.
- B. In order to accumulate sick leave for any given month, the employee must actually work or be on authorized paid leave, (excluding sick leave), vacation, Worker's Compensation, or holiday for one hundred twenty (120) or more hours in said month.
- C. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending on the circumstances involved.
- D. For employees promoted into this unit effective on or after January 1, 2012, if the employee retires and is eligible for immediate pension benefits pursuant to the Employer's retirement program, the employee shall be entitled to be paid up to four hundred eighty (480) hours of his accumulated unused sick leave. For employees promoted into the unit before January 1, 2012, if an employee retires, and is eligible for immediate pension benefits pursuant to the Employer's retirement program, the employee shall be entitled to be paid fifty (50%) percent of his accumulated unused sick leave credits, up to a maximum of fourteen hundred forty (1440) hours accumulation. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of this accumulated unused sick leave.
- E. Paid time Off Program – The Union and Management agree to form a joint Labor Management Committee to explore the development of a paid time off program to replace the existing sick leave, personal time and vacation programs. The Committee is to make recommendations for the City of Jackson and the Union to consider during the first year of this agreement.

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

Section 6.4: Military Leave. Military leave shall be granted to employees as follows: Any employee who presents official orders requiring their attendance for a period of training or other active/reserve duty as a member of the United States Armed Forces, including the National Guard, shall be entitled to military leave for a period or periods not exceeding a total of fifteen (15) calendar days in any one year. During such leave the Employer shall pay the difference, if any, between regular City pay and military pay. This computation will not include military weekend pay. Such leave of fifteen (15) calendar days shall also be granted to employees who are called to or

volunteer for extended active service with the United States Armed Forces. Military leave shall be in addition to and may not be concurrent with authorized vacation leave.

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

Section 6.6: Union Release Time. The Employer shall allow up to one hundred (100) hours of total paid release time each year of this Agreement to unit members to attend to Police Officers Labor Council, Supervisory Unit business. Request for use of such leave shall be granted so long as it does not conflict with the operational needs of the department as determined by the Chief.

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

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

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

Section 6.9: Family and Medical Leave. Full time employees are eligible to take leaves of

absence pursuant to the Family and Medical Leave Act of 1993 (FMLA) and the applicable City Personnel Policy. The FMLA and the City Personnel Policy allow eligible employees to take unpaid leaves for certain health and family related reasons for up to twelve work weeks without loss of Employer-paid health benefits. Upon return from the FMLA leave, the employee will be restored to a comparable position, in accordance with the act.

- A. To be eligible, employees must have worked for the City for at least twelve months, including at least 1250 hours during the twelve months immediately preceding the commencement of the leave.
- B. Eligible employees may use FMLA leaves for the birth of the employee's child, to care for a newly adopted child (during first 12 months of adoption placement) or an infant not yet 12 months old, to care for the employee's spouse, child, or parent (as defined in the FMLA and regulations) with a serious health condition, or while the employee is unable to work due to a serious health condition.
- C. In some circumstances involving serious health conditions, the FMLA leave may be used intermittently.
- D. Employees will be required to use all available leave time during a FMLA leave, as provided below. Use of such paid leave time shall be concurrent with the twelve week FMLA benefit period.
 - 1. Health Related Leaves: except as provided in (3), below, in all cases involving the employee's absence from work due to the employee's own, or a family member's serious health condition, as defined by the Act and its Regulations, the employee shall be required to use his unused sick leave credits. If the employee uses all his accrued sick leave while absent or does not have any unused sick leave credits, the employee may then use all or part of his accrued unused vacation time, at the employee's option, until the employee returns to work.
 - 2. Parental Leaves: in all cases involving the employee's absence from work to care for an infant or newly adopted child (i.e., not medically necessary), the employee will first use up to five (5) days of unused sick leave credits. If the absence continues beyond five (5) days, the employee shall use his/her accumulated vacation days until all but forty (40) hours are expended (or until the vacation bank is exhausted, at the employee's option) or the employee returns to work.
 - 3. Worker's Compensation Leaves: the Employer may simultaneously designate a health leave resulting from a work related injury as a FMLA leave. In such cases, the employee will not be required to use paid sick leave bank time because the Worker's Compensation statute provides for alternate income replacement.

In the event the employee is shot or stabbed in the line of duty and/or sustains injuries while enforcing local, state or federal law resulting in the employee being unable to work for more than 72 hours, the Employer will not concurrently designate the Worker's Compensation leave as covered by the FMLA until such time as the Worker's Compensation leave exceeds six (6) calendar weeks.

- E. Notice of leave must be submitted in writing 30 days in advance of the commencement of the leave, or as soon as possible when 30 day notice is not possible. Appropriate

documentation to confirm the appropriateness of the leave, duration of the leave, and fitness to return to work will be required. Family Leave Notice forms are available in the Personnel Department.

- F. An employee has the right to initiate the FMLA process for qualifying illnesses/injuries. The Employer may also initiate the FMLA process by provisionally declaring a leave to be covered by the FMLA for an illness or injury that appears to qualify under the Act, subject to receipt of appropriate medical documentation.

Additional information regarding FMLA leaves is available from the Personnel Department.

ARTICLE 7 - HOURS

Section 7.1: Work Day, Work Week and Exempt Classifications Hours.

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

The normal work day and normal work week may be redefined for all or part of the unit by mutual, written agreement at any time during the term of the master agreement.

Sergeants working eight (8) hour shifts will generally be allowed a paid thirty (30) minute lunch period and two (2) paid fifteen (15) minute breaks per shift. Sergeants working twelve (12) hour shifts will generally be allowed a paid forty-five (45) minute lunch period and two (2) paid fifteen (15) minute breaks per shift. However, the Chief/designee may determine that one (1) hour unpaid lunch periods shall apply to Sergeants working a Monday through Friday, eight (8) hour day shift, if appropriate for the assignment and consistent with past practice.

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

Section 7.2: Overtime/Compensatory Time

- A. For the classification of Sergeant, overtime shall be calculated as follows: one time and one-half (1½) the employee's regular rate of pay shall be paid for all hours worked in excess of the standard shift. Additionally, employees shall be paid as per Section 9.3 for all time worked on a holiday.

The employee, at his/her option, may elect to take his/her overtime as compensatory time provided that he/she has not accumulated more than eighty-four (84) hours of compensatory time for overtime worked.

Furthermore, upon the annual payoff of all accumulated compensatory hours in excess of eighty four (84) as of June 30 each year, all future accumulation shall be capped at eighty-four (84) hours. Such payoff shall normally occur during July of each year.

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

Section 7.3: Call-in Pay. When an employee is called in to perform work at a time other than for which he had previously been scheduled, he shall receive not less than four (4) hours of pay at time and one-half (1 ½) his regular straight-time hourly rate, or shall be paid for actual time worked at time and one-half (1 ½) his regular straight-time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter, or to call-ins for court or administrative hearings, obtaining warrants, or call-in for discipline. Call-in pay shall not be paid more than once in any twelve (12) hour period. Employees called in to work for training purposes at a time other than for which they had previously been scheduled shall receive not less than two (2) hours of pay at time and one-half (1 ½) their regular straight-time hourly rate.

Section 7.4: Overtime Work Requirements. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime. Employees, who are required to work overtime and who refuse, shall be subject to disciplinary action, unless they offer an excuse acceptable to the Employer.

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

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

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

- A. Whenever overtime is offered to unit members that is paid by a third party such as at the racetrack or at football games.
- B. Whenever a Lieutenant is assigned outside of the classification to fill in for another bargaining unit member.

Section 7.6: Personal Time for Exempt Employees. Eight hours of "personal time" shall be awarded on a monthly basis for employees in exempt classifications. Personal time will accrue at the specified rate for each month of the calendar year not to exceed a maximum of twelve eight-hour days per year. Personal time may be used by employees in the Lieutenant's classification for time off of work subject to prior approval by the Chief of Police. Under no circumstances will employees be paid for accrued personal time. Under no circumstances will employees be

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

ARTICLE 8 - WAGES

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

Year 1	2% lump sum noncumulative
Year 2	2.5%
Year 3	2.75%
Year 4	3.0%
Year 5	3.0%

Section 8.2: Off Duty Court or Administrative Agency Appearances. When, as a result of performing his duties as a bargaining unit member, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid the greater of two (2) hours at time and one-half (1½) his regular hourly rate of pay or at the same rate for the actual time spent at the court or before the administrative agency, and both options shall cease upon commencing their shift. The two (2) hours guaranteed minimum provision shall not apply if the court appearance or appearance before an administrative agency occurs as a continuation of the employee's regular work shift. However the payment for time spent shall not include any lunch recess taken by the court or administrative agency. As a condition of receiving such payment, the employee shall assign his court or administrative agency appearance fee to the Employer. Furthermore, the employee, at his/her option, may elect to take his/her paid time in compensatory time off provided he/she has not accumulated eighty-four (84) hours of compensatory time.

Section 8.3: Uniforms. The uniform policy and allowance shall be the same as the POLC Non-Supervisory Unit, with a maximum allotment of eight hundred five (\$805.00) dollars. Special Unit employees and other plainclothes employees as determined by the Chief shall be supplied plain clothes consisting of two blazer-type or sport coat-type jackets, two pair of slacks, two shirts and two ties. In addition, said plainclothes employees may use the existing shoe replacement policy to obtain approved dress shoes to be worn with the plain clothes. However, said plainclothes officers must maintain a serviceable pair of uniform shoes. In addition hereto, the Employer hereby agrees to supply all required uniforms to the uniformed personnel covered by this Agreement. The Employer will repair or replace items of personal clothing of plainclothes employees covered by this Agreement which may be damaged in the course of their duties with the Jackson Police Department, not to exceed one hundred fifty dollars (\$150.00) per incident.

ARTICLE 9 - HOLIDAYS

Section 9.1: Holidays. The following days shall be recognized as holidays: New Year's Day, Martin Luther King Day, President's Day (federally celebrated), Good Friday, Memorial Day,

Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day.

Section 9.2: Holiday Pay Qualification for Pay. To qualify for holiday pay under this Article, an employee must be a regular full-time employee and must have worked all of the scheduled hours during the work day prior to the holiday and the next scheduled work day following such holiday, except in cases where the employee's absence on such day(s) is due to approved time off excluding sick time.

Section 9.3: Work Performed While on a Holiday. Employees shall be paid two and one-half (2.5) times their regular hourly rate for pay for holidays worked. When an employee is not scheduled to work and does not work, he shall receive eight (8) hours of regular time pay. Employees scheduled to work the holiday but given the day off, will be paid their regular shift hours at their regular rate of pay (either 8 or 12 hours).

ARTICLE 10 - VACATIONS

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

- A. An employee who, as of the anniversary date of his employment, has completed one (1) but less than five (5) years of continuous service with the Employer, since his last hiring date, shall receive eighty (80) hours of vacation with pay.
- B. An employee who, during the calendar year, will have completed five (5) but less than seven (7) years of continuous service with the Employer, since his last hiring date, shall receive ninety six (96) hours of vacation with pay.
- C. An employee who, during the calendar year, will have completed seven (7) but less than ten (10) years of continuous service with the Employer, since his last hiring date, shall receive one hundred twenty (120) hours of vacation with pay.
- D. An employee who, during the calendar year, will have completed ten (10) but less than fifteen (15) years of continuous service with the Employer, since his last hiring date, shall receive one hundred forty-four (144) hours of vacation pay.
- E. An employee who, during the calendar year, will have completed fifteen (15) years but less than twenty (20) years of continuous service with the Employer, since his last hiring date, shall receive one hundred sixty (160) hours of vacation with pay.
- F. An employee who, during the calendar year, will have completed twenty (20) or more years of continuous service with the Employer, since his last hiring date, shall receive two hundred (200) hours of vacation with pay.

Section 10.2: Maximum Vacation Accumulation. Vacation credit shall accrue at the rate of one-half (1/2) of the employee's current annual vacation leave for each six (6) months of continuous service, provided an employee shall be entitled to accumulate not more than forty (40) hours in addition to his current annual vacation allowance, except that an employee with seven (7) or more

years of service shall be entitled to accumulate not more than eighty (80) hours in addition to his current annual vacation allowance. Such leave may normally be granted in periods of not less than forty (40) hours and not more than the maximum accumulation allowed. Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave. Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave. In order for any vacation leave to accrue in a calendar year as stated above, the employee must also be physically present and work a minimum of one (1) regularly scheduled duty day during that calendar year.

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

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

Section 10.5: Vacation Pay at Termination.

If an employee other than one retiring under a full retirement who is otherwise eligible for vacation with pay quits or resigns, he/she shall be entitled to be paid for any accrued and unused vacation time including allotted vacation carryover time. However, during an employee's last year of service, they shall be paid at a prorated amount for each month of service through their last day (i.e. if an employee quits 4 months after the first of the year they shall be paid for 4/12 of their total annual accrued vacation time).

If an employee is terminated, he/she shall be not be paid for any accrued and unused vacation time; however, he/she shall be paid allotted vacation carryover time.

Section 10.6: Vacation Pay at Retirement. An employee who is eligible to retire and immediately begins to draw a pension (not deferred) will receive vacation or a lump sum payout for vacation in his final year of employment if the employee was physically present and worked at least the number of hours for which accrued vacation will be used or earned. Employees retiring prior to working the full number of hours in their vacation bank during their last year shall be eligible for vacation or vacation lump sum on a prorated basis (one hour of accrued vacation used or paid for each hour present and worked). The minimum work hour restriction shall not apply to use of or payout of vacation carried over from the previous year.

ARTICLE 11 - INSURANCE

Section 11.1: Current Employees.

Each full time employee, their spouse, and eligible dependents shall be entitled to participate in a high deductible health care and a prescription drug plan provided by the Employer. Employees will

share the cost of the deductible as follows: \$500 Employee/\$4,500 City for single or \$1,000 Employee/\$9,000 City for two person or family coverage. All employees shall pay 20% of the annual premium costs for medical plans (including prescription drug coverage). Any plan selected by the Employer shall have comparable benefit levels to the current plan. All employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a smoking free workforce. Unless an employee chooses to opt out of the program all employees shall receive a City paid test to determine the presence of nicotine (in all forms including E-cigarettes and chewing tobacco). Tests shall be administered between May and July of EACH calendar year for the purposes of determining the employee premium share. The employer shall also have the ability to administer one random test per fiscal year. A positive test is a result of 20ng/ml or greater. A positive urine test result, along with all those choosing to opt out, but excluding those that can provide a valid prescription and/or receipt for a smoking cessation program which may result in a positive test result (i.e. Nicorette gum or the like), will result in having to pay the following additional amount towards that year's health insurance premium:

Fiscal Year 2016/2017 5%

Fiscal Year 2017/2018 10%

Fiscal Year 2018/2019 15%

Fiscal Year 2019/2020 20%

An Employer sponsored smoking cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee will be reevaluated on an annual basis at which time their status may be adjusted; however, an opt-out employee may only be reconsidered every three (3) years, unless recommended by the Department Head and approved by the City Manager.

The current annual opt-out credits will be Single - \$1,500, Two person - \$1850, and Family-\$2200. Prescription drug co-pays shall be \$10 generic/\$20 preferred brand/\$40 non-preferred brand effective July 1, 2012.

Effective July 1, 2012, members shall pay twenty (20%) percent of the total annual cost (including premiums or illustrative rates and employer payments for reimbursement of co-pays, deductibles, and Employer payments into Health Savings Accounts, Flexible Spending Accounts or similar accounts use for health care) for health care plans which include prescription drug, medical/surgical and hospitalization plans.

If, during the term of the parties' Agreement, the federal or state government implement a health care plan regulations that invalidates, implements fines, penalties, or taxes regarding health insurance benefits provided by the Employer, the parties will re-open negotiations on this subject to achieve an Agreement to ensure the employees and retirees maintain a comparable benefit without causing unnecessary expense to the taxpayers.

Section 11.2: Retiree Health Insurance

All service employees hired on or before June 30, 2012 and who retire with no less than twenty-five (25) years of service shall pay the lower of 20% or whatever active (negative cotinine tested) employees contribute towards their health insurance premium.

All employees hired before July 1, 2012 and who retire (not deferred) during the term of this contract will be offered a medical plan (including prescription drugs) comparable to that offered to active employees. Optional dental and vision coverage will be offered and will be fully paid for by the retiree. When an employee eligible for retiree health insurance or his/her spouse reaches the age and becomes eligible for Medicare coverage, the eligible retiree shall apply for said coverage and the City will provide Medicare supplemental coverage and contribute a maximum of \$250 per month for the retiree or \$450 per month for the retiree and spouse for Medicare supplemental insurance. The retiree will be responsible for any difference between the maximum contribution by the City and the actual cost of the Medicare supplemental insurance. The retiree may elect to receive the maximum amounts the City will contribute for Medicare supplemental coverage as a stipend to purchase alternate coverage.

The specified insurance coverage and Employer's liability for the premium share shall cease if the retired employee accepts employment with another employer who provides reasonably comparable health insurance coverage or if the retired employee's spouse is employed and that employer provides health insurance coverage reasonably comparable to that specified above, even if there is a cost to the retiree. The parties further agree that, in the event the retiree can document the loss of insurance coverage through the alternative plan, the retiree shall have the right to re-enter the Employer's health care plan, at the same benefit level offered to active employees.

If a retiree who retires after the execution of this agreement and who is being provided retiree health insurance by the Employer, should subsequently expire, the insurance coverage as provided to his/her spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

If a retired employee expires and the surviving spouse remarries, said individual, including all eligible dependents, shall be removed from the City's insurance plan if comparable coverage is available for that surviving spouse and dependents through the new spouse.

Section 11.3: Retiree Health Insurance for Those Hired on or After July 1, 2012.

All employees hired into the City of Jackson POLC Non-Supervisory bargaining unit on or after July 1, 2012, and then promoted shall maintain whatever retiree health care benefit as stated in the Patrol collective bargaining agreement at the time of promotion.

Section 11.4 Duty and Non Duty Disability Retiree Health Insurance

Eligible duty disability retirees shall pay the lower of twenty (20%) percent or whatever active (negative cotinine tested) employees contribute toward their health insurance.

Non Duty Disability Eligibility and Premium Share	
Less than 10 years of service	Not eligible
10 years to 15 years	45%
15 years to 20 years	40%
More than 20 years	35%

Section 11.5: Life Insurance.

The Employer is entitled to select a provider for life insurance coverage for members of this unit. The Employer will provide all eligible regular full time employees with term life insurance equal to one (1) times their annual earnings, but in no case shall it be less than \$30,000 or more than

\$125,000, and rounded to the next highest multiple of \$1,000. If the employee wishes to have additional life insurance coverage (up to a combined maximum of five (5) times annual salary or up to \$400,000) it shall be at their expense. The Employer will likewise provide for payment of five thousand (\$5,000) dollars accidental death benefit for any employee killed in the performance of his duties with the City of Jackson.

Section 11.6: Dental/Optical Reimbursement. Effective July 1, 2008, the Employer will reimburse employees for proven dental and/or optical expenses, not to exceed seven hundred fifty (\$750.00) combined in any given contract year, for the employee, his/her spouse and dependent children. There shall be no carry over of unused benefits from any contract year to another. If the dental and/or optical expenses are eligible for payment from another source, i.e., spouse's dental and/or optical plan, insurance due to vehicle accident or similar type of coverage, that source shall be primary with the payment by the Employer reimbursing only that portion not eligible for payment from the primary source. Reimbursement Request Forms for dental and/or optical expenses shall require the employee's certification that the coverage is not available from any other source.

Section 11.7: Retiree Benefit in Lieu of Health Insurance.

Any employee who was promoted into the bargaining unit on or before June 30, 2012 and retires on a duty disability or regular service (not deferred) retirement on or after July 1, 2016, who was covered by City-paid health insurance immediately prior during active employment and who chooses to be covered by another comparable health insurance provider other than the City (i.e. that of a spouse or other source), and therefore discontinues participation in the City's retiree group health plan shall receive an annual opt-out amount equal to the following:

Single	\$3,000
Two Person	\$4,000
Family	\$5,000

The City of Jackson may offer retirees, who are eligible for City-paid Medicare supplemental insurance and who do not have health insurance from another employer or through a spouse's employer, an alternative cash incentive to leave the City's group supplemental coverage and purchase a Medicare Advantage and/or a Medicare D Plan. The decision to offer such an incentive and the amount thereof will be determined by the Employer and may change from year to year. If the incentive program is offered, participation will be at the discretion of the eligible retiree. For the plan year commencing July 1, 2008, the stipend for each eligible retiree and spouse who are eligible for 100% City-paid insurance will be \$225/month for retiree insurance or \$325/month for eligible retiree and spouse and \$100/month for prescription drug coverage.

Effective July 1, 2012, all current bargaining unit members, including members who have been demoted due to financial reasons, shall be eligible upon retirement for the listed benefits in Section 11.7 of the collective bargaining agreement. All new bargaining unit members promoted after July 1, 2012 shall not be eligible upon retirement for the listed benefits in Section 11.7.

For those employees retiring on or after July 1, 2016, cash in lieu of retiree health insurance (exclusive of the prescription drug stipend) shall cease upon the retiree becoming Medicare eligible.

ARTICLE 12 - PENSION IMPROVEMENTS

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

Section 12.2: Non Duty Disability Calculation. Effective January 1, 1987, an employee covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at two and one-half percent (2½%) of average final compensation multiplied by years of service. Except as altered by this collective bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Policemen and Firemen Retirement Act) shall be as provided in Public Act 345.

Section 12.3: Annuity Withdrawal. For members of the unit, the Employer will add an annuity withdrawal option to its Act 345 Pension System. If the employee elects to exercise such annuity withdrawal option at the time of retirement, he or she will withdraw their employee contributions and interest thereon, and the employee's annual or monthly pension benefit shall be reduced by the actuarial equivalent of the amount withdrawn as calculated by the Employer's actuary using the following rates:

3% for bargaining unit members retiring on or before December 31, 2021,

6% for anyone in the bargaining unit as of March 1, 2016 but withdraws after January 1, 2022,

8.5% for all others entering the unit after March 1, 2016.

The election of the annuity withdrawal option may not be rescinded once the pension becomes effective.

Section 12.4: Final Average Compensation. Members of the unit who retire under provisions of Act 345 Retirement System, shall have their retirement benefit calculated on an average final compensation as follows:

The highest consecutive 3 years of the last 10 years for anyone in the bargaining unit as of October 10, 2016

The highest consecutive 5 years of the last 10 years of service for anyone entering the bargaining unit after October 10, 2016

For anyone hired on or after July 1, 2012 the final average compensation for all pension calculations shall not include overtime or payoff of compensatory time

Section 12.5: Defined Contribution/Hybrid Pension Plans. All members of this bargaining unit are members of the Act 345 Retirement System, except that effective January 1, 2012 any employee who already is a member of a defined contribution or hybrid pension plan and who is promoted into this bargaining unit on or after January 1, 2012 shall remain a member of a defined contribution or hybrid pension plan. Employees who are promoted into this bargaining unit who have a defined

benefit plan shall continue in such plan. Members of the bargaining unit may also participate in a deferred compensation plan.

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

Section 12.7: Military Buyback. For any member wishing to retire as a service retiree with military buyback must pay to the City the actual cost as determined by the City's actuary of such military buyback. If the employee upon retirement elects the Employee Contribution Withdrawal Option, the employee contribution withdrawal shall be reduced by the amount paid by the employee for the military buyback option excluding any interest earned. The amounts used for this computation will be calculated by the Employer's actuary using the rate of assumed investment return for immediate annuities as determined and published by the Pension Benefit Guarantee Corporation (PBGC) in effect on the date of retirement.

Section 12.8: Restrictions On Use of Military and Cadet Buyback. Members of the unit are not eligible to purchase cadet time for retirement and pension service credit once they are promoted to the rank of Sergeant, unless such time was purchased in accordance with the terms of an earlier collective bargaining agreement. Total buyback for cadet time is restricted to three (3) years for retirement and pension purposes. When combined, total buyback of cadet and military time cannot exceed a total of five (5) years. Employee contributions to purchase cadet time shall not be included in the employee contribution withdrawal option, if elected. Prior service credit purchased for military and/or cadet service shall be for Act 345 retirement and pension purposes only, and shall have no effect on departmental seniority, vacation accrual or selection, shift selection, longevity step increases or other similar matters.

Section 12.9: Pension Eligibility, Multiplier, and Member Contribution. Members of the bargaining unit who were hired before June 30, 2012 and retire as service retirees will be eligible for a pension benefit as follows:

Years of Service:

For those in the unit as of February 28, 2016 = 25 years of service at any age

For those hired by the city before June 30, 2012 and promoted to the unit after March 1, 2016 = 25 years of service and 50 years of age

For those hired by the city after July 1, 2012 and before June 30, 2016 = 28 years of service and 53 years of age

For those hired after July 1, 2016 = 30 years of service and 54 years of age

Member Contributions:

Current unit members as of March 1, 2016 and who were hired before June 30, 2012, shall continue in the defined benefit plan and their member contributions will be 11.50%

Members promoted to the unit after March 1, 2016 and hired before June 30, 2012, shall continue in the defined benefit plan and their member contributions will be 12.50%

Multipliers:

Multiplier for the first 25 years of Service: Current bargaining unit members as of July 1, 2016 and employees who are promoted into the bargaining unit who have only a defined benefit plan shall continue in such plan. Such members who have only a defined benefit plan and who retire during the term of this agreement will have a 2.5% pension multiplier for service accrued through June 30, 2007; a 2.9% pension multiplier used for service on or after July 1, 2007.

Multiplier for all retirees under this section will be 1% for all years of service after 25 years.

Pension Cap:

For anyone hired by the city before June 30, 2012 and promoted into the unit before February 28, 2016 = 71%

For those hired by the city before June 30, 2012 and promoted to the unit after March 1, 2016 = 70%

Section 12.10 Full Service Retirement for employees hired on or after July 1, 2012: All employees hired on or after July 1, 2012 shall become members of both the defined benefit pension system (Act 345 Retirement System) and the defined contribution pension system (which constitutes a hybrid pension system).

Employees hired on or after July 1, 2012 shall have a pension multiplier for Act 345 service retirement at the rate of 1.5% for the first twenty-five (25) years of service and 1% for each year of service thereafter.

Member contributions for those employees hired on or after July 1, 2012 will be 6% for the defined benefit portion of the hybrid pension plan. For the defined contribution pension plan, the City shall contribute a flat 3% to the defined contribution pension plan and the employee must contribute a minimum of 6% up to a maximum of 20%, an amount which cannot change once enrolled. Any employee who already is a member of a defined contribution or hybrid pension plan and who is promoted into this Union on or after July 1, 2012 shall continue in such plan.

Pension Cap:

For members hired by the city on or after July 1, 2012 and promoted to the unit = 50%

ARTICLE 13 - GENERAL

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

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

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

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

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

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

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

Section 13.7: Wellness Incentive Program.

- A. Effective January 1, 2008, all employees covered by this Agreement may participate in a Wellness Incentive Program on an annual basis.
- B. Employees who have an annual physical with their primary care physician on or before March 31 each calendar year will be eligible for an incentive, as specified below. The employee will provide proof to either the health coach or the Employer from the examining physician that an annual physical was performed on a form acceptable to the

Employer and the Union.

- C. Employees who participate in the designated health risk appraisal on or before April 30 each calendar year will be eligible for an incentive, as specified below. The employee will be responsible to ensure that the following information is obtained from the physician and accurately entered into the health risk appraisal tool: the employee's height, weight, blood pressure and cholesterol level at the time of the employee's last physical or other visit within one calendar year of the health risk appraisal. The parties will designate which health risk appraisal tool(s) will be used for this program, and the approved tool may be amended from time to time. The employee will authorize notification to the Employer that he has participated in the health risk appraisal and has provided the health data from the physician, but no specific employee health information from that appraisal is to be provided to the Employer. The results of the health risk appraisal will be shared with the health coach (or primary care physician, if applicable) if the employee participates in the coaching phase of the program.
- D. Upon completion of the health risk appraisal, the employee will meet with a health coach (or primary care physician) to review the results of the appraisal within 30 days of receipt, but no later than June 15 of that year. During the first coaching session, the employee will designate which of his health risks he will try to reduce during the remainder of the calendar year, and work with the health coach (or physician) to develop a plan to address that risk. Two follow-up coaching sessions are recommended, but will not be required during the first three years of this program. The employee will authorize notification by the health coach (or primary care physician) to the Employer that he has participated in the health coaching session(s), but such notification will not contain specific employee health information. Employees who participate in the coaching session(s) will be eligible for an incentive, as specified below. Proof of coaching participation must be submitted by November 15 each year.
- E. Employees will make a reasonable effort to comply with the wellness program established with the health coach (or primary care physician) throughout the calendar year, but no proof of actions taken to do so will be required during the first three years of this program. Wellness plans may appropriately include education components applicable to the health risk the employee chose to address, as well as other appropriate action items, so long as the health coach approves each component. The employee's efforts to comply with the wellness plan, rather than achieving the desired health outcomes, are the goal of this phase of the program.
- F. Employees are encouraged to know about and participate in age and gender appropriate preventive screenings at the recommended frequencies, in accordance with current prevention standards (as defined and updated from time to time by the U.S. Preventive Service Task Force), but will not be monitored on this goal during the first three years of the program. The Employer will make this information available to employees.
- G. The deadlines listed in Sections C, D and E may be adjusted to accommodate an employee who becomes a member of the bargaining unit before June 30 for that calendar year, so long as that employee did not participate that spring in the physical agility test established in the labor agreement for the non-supervisory police unit.
- H. Annual incentive payments will be based upon the following schedule and will be paid

no later than December 15. The employee is responsible to provide/authorize appropriate proof of meeting each standard by the dates designated. No incentive payment will be provided if the employee fails to provide proof of compliance with at least the first two elements of the program. The incentive payment amounts take into consideration that the employee may incur out of pocket costs to participate in this program. The cost of analyzing the health risk appraisal shall be paid by the Employer.

- | | |
|---|-------|
| 1. Annual Physical (to be completed by March 31 st) | \$500 |
| 2. Health Risk Appraisal (to be completed by April 30 th) | \$200 |
| 3. 1-3 Coaching Sessions | \$300 |
| (\$200 for first; \$50 each for second and third) | |

- I. An employee who participated in this program during the calendar year, who retires on or after July 1 and before incentive payments are made in December, will be paid the incentive at retirement.
- J. The Employer will reimburse all employees covered by this Agreement at the Employer's expense to facilities to aid the employee in preparation for the physical agility test. Employees will be provided a basic membership at the Y Center or other approved facility. The employee must choose only one training facility not to exceed the City's cost of the basic membership at the Y Center.

Section 13.8: Tuition Reimbursement. The Employer agrees to furnish all employees covered by this Agreement, when such costs are not covered by other programs, the full cost of tuition. This applies to either (1) approved undergraduate programs of study and/or approved courses within an undergraduate degree or (2) approved graduate programs and/or approved courses within the graduate degree. An employee covered by this Agreement is entitled to receive reimbursement for either (1) or (2) above, but not both. The employee is further restricted from reimbursement if the Employer has previously reimbursed the employee for any other degree while covered by this or any other labor agreement and/or if the employee is requesting reimbursement associated with a second similar degree (i.e., second bachelor's degree or second master's degree). Any such programs or courses must have written approval of the Police Chief prior to taking such courses to be eligible for reimbursement. The maximum dollar reimbursement for tuition shall be the per credit rate charged at Michigan State University or the applicable conversion rate table; and in order to be eligible for reimbursement of tuition, books and fees, the employee must successfully complete each undergraduate class with a grade of "C" or better or its numerical equivalent. In a graduate program, the employee must successfully complete each class with a grade of "C" or better or its numerical equivalent and remain in "good academic standing" in the graduate program. It is the parties' general expectation that employees will continue to work for the Employer for two (2) years following reimbursement for any degree-related work. The employee that voluntarily leaves his/her employment with the City shall be responsible to refund any reimbursements received for tuition, books or fees received within the two (2) years immediately preceding voluntary termination. The Employer may waive such reimbursement.

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

Section 13.10: Obligation for Further Bargaining. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

Section 13.12: Residency. Bargaining unit members do not have a residency requirement.

Section 13.13: Parking. The City will provide members of the bargaining unit access to parking during their regularly scheduled working hours without cost to the employee.

ARTICLE 14 - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective as of the date of its execution. This Agreement shall remain in full force and effect until 12:01 AM on the first day of July 2020 and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period.

Executed this _____ day of _____ 2017, in Jackson, Michigan.

POLICE OFFICERS LABOR COUNCIL,
SUPERVISORY UNIT, JACKSON DIVISION

CITY OF JACKSON

Lt. Adam Williams, President

Mayor

Sgt Jennifer Flick, Vice President

City Clerk

Jason Owen, POLC Labor Rep.

Director of Police and Fire Services

City Manager

Assistant City Manager/HR

APPENDIX A									
POLICE OFFICERS LABOR COUNCIL - SUPERVISORY UNIT									
SALARY SCHEDULE									
SCHEDULE VII									
EFFECTIVE JULY 1, 2015 - 2.00% Non cumulative									
BASE PAY RATES								LONGETIVITY	
Class	Pay	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	1L	2L
		Minimum	Next	Next	Next	Next	Maximum	After	After
Grade	Basis	1st Year	Year	Year	Year	Year	After 5 Years	12 Years Service*	18 Years Service*
85	Annual					69,760	72,738	75,137	77,015
	Bi-Wkly					2,683.07	2,797.63	2,889.87	2,962.10
	Hourly					33.5384	34.9704	36.1234	37.0262
87	Annual					76,737	80,013	82,651	84,716
	Bi-Wkly					2,951.42	3,077.42	3,178.90	3,258.30
	Hourly					36.8927	38.4678	39.7363	40.7287
*Including one year at preceding rate									
85 - Sergeant									
87 - Lieutenant									

APPENDIX A									
POLICE OFFICERS LABOR COUNCIL - SUPERVISORY UNIT									
SALARY SCHEDULE									
SCHEDULE VII									
EFFECTIVE JULY 1, 2016 - 2.50%									
Class	Pay Basis	BASE PAY RATES						LONGEVITY	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	1L	2L
Grade		Minimum	Next	Next	Next	Next	Maximum	After	After
		1st Year	Year	Year	Year	Year	After 5 Years	12 Years Service*	18 Years Service*
85	Annual					71,504	74,557	77,015	78,940
	Bi-Wkly					2,750.15	2,867.58	2,962.12	3,036.15
	Hourly					34.3769	35.8447	37.0265	37.9519
87	Annual					78,655	82,013	84,718	86,834
	Bi-Wkly					3,025.20	3,154.36	3,258.38	3,339.75
	Hourly					37.8150	39.4295	40.7297	41.7469
							*Including one year at preceding rate		
85 - Sergeant									
87 - Lieutenant									

APPENDIX A									
POLICE OFFICERS LABOR COUNCIL - SUPERVISORY UNIT									
SALARY SCHEDULE									
SCHEDULE VII									
EFFECTIVE JULY 1, 2017 - 2.75%									
		BASE PAY RATES						LONGETIVITY	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 Maximum	1L After 12 Years Service*	2L After 18 Years Service*
Class	Pay	Minimum	Next	Next	Next	Next	After 5		
Grade	Basis	1st Year	Year	Year	Year	Year	Years		
85	Annual					73,470	76,607	79,133	81,111
	Bi-Wkly					2,825.78	2,946.43	3,043.58	3,119.65
	Hourly					35.3223	36.8304	38.0447	38.9956
87	Annual					80,818	84,269	87,047	89,221
	Bi-Wkly					3,108.39	3,241.10	3,347.98	3,431.59
	Hourly					38.8549	40.5138	41.8498	42.8949
							*Including one year at preceding rate		
85 - Sergeant									
87 - Lieutenant									

APPENDIX A									
POLICE OFFICERS LABOR COUNCIL - SUPERVISORY UNIT									
SALARY SCHEDULE									
SCHEDULE VII									
EFFECTIVE JULY 1, 2018 - 3.00%									
		BASE PAY RATES						LONGEVITY	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	1L	2L
Class	Pay	Minimum	Next	Next	Next	Next	Maximum	After	After
Grade	Basis	1st Year	Year	Year	Year	Year	Years	12 Years	18 Years
								Service*	Service*
85	Annual					75,675	78,905	81,507	83,544
	Bi-Wkly					2,910.56	3,034.82	3,134.88	3,213.24
	Hourly					36.3820	37.9353	39.1860	40.1655
87	Annual					83,243	86,797	89,659	91,898
	Bi-Wkly					3,201.64	3,338.34	3,448.42	3,534.54
	Hourly					40.0205	41.7292	43.1053	44.1817
*Including one year at preceding rate									
85 - Sergeant									
87 - Lieutenant									

APPENDIX A									
POLICE OFFICERS LABOR COUNCIL - SUPERVISORY UNIT									
SALARY SCHEDULE									
SCHEDULE VII									
EFFECTIVE JULY 1, 2019 - 3.00%									
Class	Pay Basis	BASE PAY RATES						LONGETIVITY	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 Maximum	1L After 12 Years Service*	2L After 18 Years Service*
Grade		Minimum 1st Year	Next Year	Next Year	Next Year	Next Year	Years		
85	Annual					77,945	81,273	83,952	86,051
	Bi-Wkly					2,997.88	3,125.87	3,228.93	3,309.64
	Hourly					37.4735	39.0734	40.3616	41.3705
87	Annual					85,740	89,401	92,349	94,655
	Bi-Wkly					3,297.69	3,438.49	3,551.88	3,640.58
	Hourly					41.2211	42.9811	44.3985	45.5072
							*Including one year at preceding rate		
85 - Sergeant									
87 - Lieutenant									

APPENDIX B

POLICE OFFICERS LABOR COUNCIL, SUPERVISORY UNIT DRUG AND ALCOHOL TESTING POLICY

I. PURPOSE

- A. The Police Department has a responsibility and an obligation to provide a safe work environment by ensuring that employees are drug and alcohol free.
- B. The department and the employee may be liable for failing to address and ensure employees can perform their duties without endangering themselves or the public.
- C. There is sufficient evidence to conclude that use of illegal drugs, drug dependence, and drug abuse seriously impairs an employee's performance and general physical and mental health. Similarly, there is evidence that employee performance and health can be seriously impacted by alcohol abuse and that no employee should work while under the influence of alcohol. The department has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure drug and alcohol tests are ordered based on a reasonable objective basis; and to inform the employee that testing is a condition of employment.

II. DEFINITIONS

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

III. POLICY

- A. Any statutory defined illegal use of drugs by an employee, whether at or outside police employment is strictly prohibited.

- B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc, is strictly prohibited; except as required in the lawful performance of their duties as a member of the Jackson Police Department.
 - 1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.
- C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.
 - 1. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the employee shall notify the Employer or supervisor.

IV. GENERAL

A. Hearing.

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

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

7. After the test has been given and the results known, the employee:
 - a. Will be put back to work with full pay for time lost, should the test results be negative; or
 - b. Shall be subject to discipline, including discharge, should the test results be positive.
- B. All property belonging to the department is subject to inspection at any time without notice, as there is no expectation of privacy.
 1. Property includes, but is not limited to, police owned vehicles, desks, containers, files and storage lockers.
 2. Employees' assigned lockers (that are locked by the employee) are also subject to inspection by the employee's supervisor after reasonable advance notice (unless waived by the Chief of Police) and in the presence of the employee.
- C. Police employees who have reasonable objective basis to believe that another employee is illegally using drugs or narcotics, or is working under the influence of alcohol, shall report the facts and circumstances immediately to their supervisor.

V. PROCEDURE

A. Drug Testing/Urinalysis

1. Applicants

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

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

- f. The results of drug tests on applicants shall be confidential and used for official purposes only.
- 2. Current Employees of the Department
 - a. The Chief of Police may order a drug and/or alcohol test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties. The contents of any documentation shall be made available to the employee.
 - b. Current employees may be ordered by the Chief of Police to take a drug and/or alcohol test where:
 - (1) There is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics; or
 - (2) There has been the use of deadly force involving an injury or death; or
 - (3) There has been serious injury to the employee.
 - c. A drug and/or alcohol test may be part of any routine physical examination. Such physical examination may be required for promotion or specialized assignment, i.e., drug enforcement unit, evidence management, or an assignment that places the employee in close proximity to drugs that may be abused.
 - d. Test results reporting the presence of illegal drugs or narcotics or alcohol in excess of those specified in Appendix B-2, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drug will be submitted as a part of a written complaint by the supervisor, consistent with Item c. above, requesting departmental action.
- 3. Current Sworn Employees Assigned to a Drug Enforcement Unit

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

 - a. Prior to accepting a drug enforcement assignment, an employee shall execute a written agreement and release stating that he/she fully consents to any medical, physical, psychiatric, psychological or other testing, including urine and/or blood tests for drug or narcotic substances.
 - b. The Chief of Police shall select the date and time when each employee assigned will be tested. The test may be administered randomly without advance notice.
- 4. The procedure for administering the urinalysis program is outlined in Appendix B-1 of this policy.
- 5. Should an employee recognize himself to be substance dependent and asks the City of Jackson for a leave of absence before being confronted by management through the above procedure, he/she shall be granted accumulated vacation, sick or compensatory time off while under the care of a City-recognized rehabilitation

program. If such paid time off is not available to the employee, he/she shall be granted a leave of absence without pay for this purpose. He/she will be reinstated after the successful completion of the program, but remain on probation for one (1) year during which time he/she must remain substance-free and the employee will be subject to random unannounced testing. Should he/she not complete the one (1) year rehabilitation, the individual will be terminated on his dismissal or withdrawal from the program or violation of the program.

VI. RESPONSIBILITY

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

APPENDIX B-1

BLOOD AND/OR URINALYSIS PROCEDURES FOR DRUG TESTING

A. Obtaining Urine Samples

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

B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening step; and
 - b. Confirmation step.
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. The confirmation procedure should be technologically different than the initial screening test. In those cases where the second test confirms the presence of drugs or drugs in the sample, the sample will be retained for six (6) months to allow further testing in case of dispute.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.
5. The laboratory selected to conduct the analysis shall be certified by the US Department of Health and Human Services' (DHHS)/Substance Abuse and Mental Health Services Administration (SAMHSA) and any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatograph/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second laboratory. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence/Storage

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

D. Urinalysis Test Available

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

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

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

APPENDIX B-2

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

APPENDIX B-3

PROCEDURES FOR ALCOHOL TESTING

Initial alcohol screenings will be administered using a preliminary chemical breath analysis, taken by a Class I Operator using an approved preliminary breath test device.

All initial alcohol positive results will be confirmed using an evidential breath alcohol test instrument approved by the Michigan Department of State Police. Evidential breath alcohol tests shall be conducted by a certified operator and all techniques and procedures shall be followed as prescribed by the Michigan Department of State Police.

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