

# **LABOR AGREEMENT**

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

**July 1, 2012 through June 30, 2016**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
<b>ARTICLE 1</b>	<b>RECOGNITION .....</b>	<b>5</b>
Section 1.1	Recognition.....	5
Section 1.2	Management's Rights .....	5
Section 1.3	Agency Shop .....	5
Section 1.4	Dues Deductions .....	6
Section 1.5	Gender Clause.....	6
<b>ARTICLE 2</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>6</b>
Section 2.1	Definition of Grievance.....	6
Section 2.2	Oral Step (Immediate Non-Unit Supervisor).....	6
	First Step (Deputy Chief) .....	7
	Second Step (Chief).....	7
	Third Step (Director of Personnel & Labor Relations).....	7
	Fourth Step (Arbitration) .....	8
Section 2.3	Time Limits .....	8
Section 2.4	Union Representation .....	8
<b>ARTICLE 3</b>	<b>DISCHARGE CASES .....</b>	<b>9</b>
Section 3.1	Suspension, Reduction in Rank, Discharge .....	9
Section 3.2	Rate of Pay Upon Reinstatement.....	9
Section 3.3	Grievance Only Appeal Procedure.....	9
Section 3.4	Documentation of Disciplinary Actions .....	9
<b>ARTICLE 4</b>	<b>STRIKES AND LOCKOUTS.....</b>	<b>9</b>
Section 4.1	No Strikes or Lockouts.....	9
Section 4.2	Discipline for Strikes .....	9
<b>ARTICLE 5</b>	<b>SENIORITY .....</b>	<b>10</b>
Section 5.1	Definition of Department and Classification Seniority .....	10
Section 5.2	Probationary Period .....	10
Section 5.3	Seniority List .....	10
Section 5.4	Loss of Seniority .....	10
Section 5.5	Layoff and Bumping Procedure.....	11
Section 5.6	Recall Procedure .....	11
Section 5.7	Filling of Vacancies .....	11
	A. Eligibility for Promotion .....	11
	B. Written Examination Scores.....	12
	C. External Oral Board.....	12
	D. Weighting of Scores .....	12
	E. Job Probation .....	12
	F. Duration of Eligibility List.....	12
Section 5.8	Temporary Assignment (Out-of-Grade Pay).....	12
Section 5.9	Seniority Accumulation While Outside Unit .....	13
Section 5.10	Leave Day Selection.....	13

	A. Reassignment to Another Unit.....	13
Section 5.11	Shift Cycle .....	13
<b>ARTICLE 6</b>	<b>LEAVES OF ABSENCE .....</b>	<b>14</b>
Section 6.1	Special Leave of Absence.....	14
Section 6.2	Sick Leave .....	14
	A. Notification.....	14
	B. Requirement for Accrual .....	15
	C. False Claim for Sick Leave .....	15
	D. Payoff of Accrual at Retirement.....	15
	E. Serious Illness Definition .....	15
Section 6.3	Maternity Leave .....	15
Section 6.4	Military Leave.....	15
Section 6.5	Union Release Time .....	16
Section 6.6	Funeral Leave.....	16
Section 6.7	Jury Duty .....	16
Section 6.8	Family and Medical Leave .....	17
<b>ARTICLE 7</b>	<b>HOURS.....</b>	<b>18</b>
Section 7.1	Work Day, Work Week.....	18
Section 7.2	Overtime/Compensatory Time Option .....	19
	A. Continuation of Specific Job .....	19
	B. Refusal of Overtime and Special Event Overtime .....	19
Section 7.3	Call-in .....	19
	Definition of Scheduled/Unscheduled Overtime .....	19
	A. Court Appearance Off Duty .....	20
	B. Obtaining Warrants Off Duty.....	20
	C. Disciplinary Conference.....	20
<b>ARTICLE 8</b>	<b>WAGES .....</b>	<b>20</b>
Section 8.1	Referral to Appendix A.....	20
Section 8.2	Uniforms and Plain Clothes.....	21
<b>ARTICLE 9</b>	<b>HOLIDAYS .....</b>	<b>21</b>
Section 9.1	Recognized Holidays .....	21
Section 9.2	Qualification for Holiday Pay .....	21
Section 9.3	Compensatory Time for Holidays .....	21
Section 9.4	Option to Work Holiday.....	21
<b>ARTICLE 10</b>	<b>VACATIONS.....</b>	<b>22</b>
Section 10.1	Scheduled Vacation Accrual .....	22
Section 10.2	Maximum Vacation Accumulation .....	22
Section 10.3	Vacation Pay.....	22
Section 10.4	Vacation Leave Scheduling.....	22
Section 10.5	Accrued Vacation at Termination .....	23
Section 10.6	Work Requirement for Payoff of Vacation Accrual .....	23
<b>ARTICLE 11</b>	<b>INSURANCE .....</b>	<b>23</b>
Section 11.1	Current Employees .....	23
Section 11.2	Retiree Health Insurance – Employees Hired Before July 1, 2012.....	24

Section 11.3	Retiree Health Insurance – Employees Hired On/After July 1, 2012.....	25
Section 11.4	Life Insurance .....	25
Section 11.5	Dental/Optical Reimbursement .....	25
Section 11.6	Cafeteria Plan .....	25
Section 11.7	National/State Health Care .....	25
Section 11.8	Health Care Committee .....	26
<b>ARTICLE 12</b>	<b>PENSION .....</b>	<b>26</b>
Section 12.1	Duty Disability Pension Calculation.....	26
Section 12.2	Non-Duty Disability Pension Calculation .....	26
Section 12.3	Employee Contribution Withdrawal Option.....	26
Section 12.4	Calculation of Final Average Compensation .....	26
Section 12.5A	Participation in Act 345 Retirement System .....	26
Section 12.5B	Pension for Members Hired On/After July 1, 2012.....	27
Section 12.6	Purchase of CSO Service Time .....	27
Section 12.7	Benefit for Disability Retiree’s Surviving Spouse.....	28
Section 12.8	Purchase of Military Service Time.....	28
Section 12.9	Pension Multiplier and Employee Contribution .....	28
<b>ARTICLE 13</b>	<b>GENERAL .....</b>	<b>28</b>
Section 13.1	Work Rules .....	28
Section 13.2	Use of Facilities and Equipment.....	28
Section 13.3	Departmental Mailboxes .....	28
Section 13.4	Union Bulletin Board .....	28
Section 13.5	Complaints Against Police Officers .....	29
Section 13.6	Right to Require Physical or Mental Examination.....	29
Section 13.7	Physical Agility Testing .....	29
Section 13.8	Invalid Provision of Agreement (Savings Clause).....	30
Section 13.9	Protective Devices and Equipment .....	31
Section 13.10	Tuition Reimbursement.....	31
Section 13.11	Natural Disaster or Extreme Weather Conditions .....	31
Section 13.12	Obligation for Further Bargaining .....	31
Section 13.13	Sole Agreement Between Parties (Zipper Clause) .....	31
Section 13.14	Residency .....	31
<b>ARTICLE 14</b>	<b>DURATION OF AGREEMENT .....</b>	<b>32</b>
<b>APPENDIX A</b>	<b>SALARY SCHEDULES .....</b>	<b>33</b>
<b>APPENDIX B</b>	<b>DRUG TESTING POLICY.....</b>	<b>37</b>
<b>APPENDIX B-1</b>	<b>BLOOD AND/OR URINALYSIS PROCEDURES .....</b>	<b>42</b>
<b>APPENDIX B-2</b>	<b>DRUG LEVELS .....</b>	<b>44</b>
<b>APPENDIX C</b>	<b>FIELD TRAINING OFFICERS (FTO) OVERTIME .....</b>	<b>45</b>
<b>APPENDIX D</b>	<b>TWELVE-HOUR PATROL SHIFT SCHEDULE .....</b>	<b>46</b>
<b>APPENDIX E</b>	<b>PATROL DIVISION OVERTIME ASSIGNMENTS .....</b>	<b>49</b>
<b>INDEX</b>	<b>.....</b>	<b>50</b>

## AGREEMENT

THIS AGREEMENT, made effective on the 1<sup>st</sup> day of July, 2012 through the 30<sup>th</sup> day of June, 2016 by and between the CITY OF JACKSON, a Michigan Municipal Corporation, hereinafter referred to as the Employer, and the POLICE OFFICERS LABOR COUNCIL, JACKSON NON-SUPERVISORY UNIT, hereinafter referred to as the Union.

WITNESSETH:

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

### ARTICLE 1 - RECOGNITION

Section 1.1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the sole and exclusive collective bargaining agency for all sworn police officers below the rank of Sergeant, but excluding all sworn police officers of the rank of Sergeant and above, former employees engaged at the discretion of the Police Chief on a temporary basis to complete an assignment started while an active employee, police recruits who have not yet been sworn in, and all other employees of the Employer.

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

- A. Nothing contained in this Agreement shall be construed to in any way restrict or limit management, supervisory and temporary employees (as defined in Section 1.1, above) from performing bargaining unit work. This provision shall not directly result in the layoff of bargaining unit personnel.

Section 1.3: It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the

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

- A. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Agency Shop provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or because of reason or mistake of fact which were in the control of or responsibility of the Union. The Union certifies that it has a written appeal process for employees who object to how representation fees are utilized, pursuant to Federal and State laws.

Section 1.4: All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues in the amounts certified to the Employer by the Financial Secretary within fifteen (15) calendar days thereafter.

- A. The 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.

Section 1.5: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

## **ARTICLE 2 - GRIEVANCE PROCEDURE**

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

Section 2.2: An employee who believes he has a grievance must submit his complaint orally to his immediate non-unit supervisor within five (5) calendar days (Saturdays, Sundays and holidays excluded) after the occurrence of the event upon which his complaint is based or within five (5) calendar days after the employee had knowledge of the events upon which his complaint is based or within five (5) calendar days of when circumstances were such that the employee reasonably should have had knowledge of the events. The supervisor shall give the employee a verbal answer within two (2) days (Saturdays, Sundays

and holidays excluded) after the complaint has been submitted to him. In the event the complaint is not satisfactorily settled in this manner, it shall become a grievance and the following procedure shall apply:

FIRST STEP. To be processed under this grievance procedure, a grievance must be reduced to writing, in triplicate, stating the facts upon which it is based, when they occurred, specify the section of the Agreement which allegedly has been violated, must be signed by the employee who is filing the grievance and must be presented to the employee's Deputy 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. The Deputy Chief shall give a written answer to the employee or his Union representative within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled being retained by the employee and one (1) copy retained by the Deputy Chief.

SECOND STEP. If the grievance has not been settled in the First Step, and if it is to be appealed to the Second Step, the Union representative and/or employee must state in writing why the First Step answer was not acceptable and said Union representative or employee must present the grievance to the Chief and/or someone designated by him within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the Deputy Chief gave the employee the written First Step answer. The Chief and/or his designated representative shall meet with the Union representatives and discuss the grievance within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the grievance is presented at this Step. Within three (3) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the discussion, the Chief shall give the Union a written Second Step answer. If the answer is satisfactory, the Union representative shall so indicate in writing giving one (1) copy of the settled grievance to the Chief.

THIRD STEP. If the grievance has not been resolved in the Second Step and the Union desires to appeal it to the Third Step, the Union representative and/or the employee must state in writing why the Second Step answer is unacceptable and said representative or employee must present the grievance to the Director of Personnel and Labor Relations within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the Chief gave the Union representative his Second 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 Third Step answer. If the answer is satisfactory, the Union representative shall so indicate in writing giving one (1) copy of the settled grievance to the Personnel Director.

FOURTH STEP. If the grievance has not been resolved by the foregoing steps, and the Union desires to process the grievance further, it shall within ten (10) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after receipt of the written Third Step answer from the Personnel Director, give written notice to the Chief of Police and the Personnel Director of its desire to arbitrate the grievance. Said written notice shall contain information regarding the grievance, and shall contain a list of not more than five (5) and not less than three (3) arbitrators selected by the Union to hear the grievance. The Employer shall, within five (5) days thereafter, submit to the Union representative the names of not less than three (3) nor more than five (5) arbitrators if it cannot agree to an arbitrator submitted by the Union. The parties shall then meet within five (5) regularly scheduled working days for the purpose of mutually selecting an arbitrator and should they not do so, they shall file a joint submission to MERC (The Michigan Employment Relations Commission) with a request for a list of arbitrators. The arbitrator so selected shall hear the grievance based upon the mutual submission. In the event a mutual submission cannot be agreed upon, each party shall make its individual submission and the arbitrator shall determine all questions, including threshold questions based upon the submission, except questions of law. Failure to request arbitration in writing within the period as is set forth herein shall be deemed a withdrawal of the grievance, and it will not be considered further in the grievance procedure. The arbitrator shall have no authority to add or subtract, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation or application of the specific provisions contained herein, including the application of any work rules promulgated by the Employer. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any discipline including discharge that may reach this stage of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator shall be paid by the losing party. Each party shall be responsible for the expense of its own witnesses to include wages. The Employer agrees that on-duty Union witnesses required for the arbitration case will be given up to one (1) hour release time for preparation of the case, subject to approval of the Chief of Police and the operational requirements of the department and shall be released to present testimony at the arbitration hearing.

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

Section 3.1: No employee shall be suspended, reduced in rank or discharged without just cause. In the event an employee under the jurisdiction of the Union, who has completed his probationary period, shall be suspended from work or reduced in rank for disciplinary reasons or is discharged from his employment after the date hereof and he believes he has been unjustly suspended or reduced in rank or discharged, such suspension, reduction in rank or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance with respect thereto is presented to the Chief within three (3) regularly scheduled working days after such discharge, reduction in rank or after the start of such suspension.

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

Section 3.2: In the event it should be decided under the Grievance Procedure that the employee was unjustly suspended, discharged or reduced in rank, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge, reduction in rank or the start of such suspension. The Employer may appropriately offset new earnings from other employment or unemployment benefits applicable to the suspension or discharge period.

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

Section 3.4: Documentation of disciplinary actions will not be used in future disciplinary action after two (2) years unless there has been documentation in the intervening period of misconduct, rule violation or other conduct that may establish a pattern of failure to comply with a similar work standard.

### **ARTICLE 4 - STRIKES AND LOCKOUTS**

Section 4.1: The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown or strike. The Employer agrees that during the same period there here will be no lockouts.

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

## ARTICLE 5 - SENIORITY

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

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

Section 5.2: All new employees shall be probationary employees until they have actually worked twelve (12) consecutive months as a sworn patrol officer for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes that qualify him for regular employee status. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

Employees who are hired and sent to the Police Academy, and who have not yet been sworn in as Patrol Officers, shall be referred to as Police Recruits. Time worked as a Police Recruit, prior to being sworn in as a Patrol Officer, shall not be considered as part of the probationary period. The Employer will establish the hourly wage rate for Police Recruits who are engaged in training, which shall be less than the starting wage for a Patrol Officer.

Section 5.3: The Department will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board and updated as the need exists. The names of all employees, who have completed their probationary periods, shall be listed on the seniority list in order of their last hiring dates, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the seniority list in sequence by score on the total selection process for their present position, and then if their scores are identical, alphabetically by the first letter of their last name, the same procedure shall be followed with respect to their first names. Challenges to posted seniority dates must be made within thirty (30) days of the list being posted, or the list will be considered accurate.

Section 5.4: An employee's seniority and employment shall terminate:

- A. If he quits, retires, or is justifiably discharged.

- B. If following a layoff, he fails or refuses to notify the City of his intention to return to work within five (5) regularly scheduled working days after a written notice sent by certified mail of such recall is sent to his last address on record with the Employer, or having notified the City of his intent to return, fails to do so within ten (10) regularly scheduled working days after such notice is sent.
- C. If he is absent for three (3) consecutive regularly scheduled working days without notifying his non-unit Supervisor or the Chief within such three (3) day period of a justifiable reason for such absence. However, exceptions may be made in the discretion of the Employer, if extenuating circumstances or emergencies made said notification impossible.
- D. When he has been laid off for a period of time equal to his seniority, provided he has maintained his eligibility for recall pursuant to Section 5.6 of this Article.

Section 5.5: When, in the judgment of the Employer, it is necessary to layoff, the affected employee or employees shall be laid off by inverse department seniority as defined in Section 5.1. Employees thus removed from a job classification shall exercise their 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 where 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.

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

Section 5.6: When recalling employees to work following a layoff, employees eligible to be recalled shall be recalled in inverse order of layoff, provided they have maintained their certification and are capable of performing their job.

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

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

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

- A. Those employees who possess the necessary prerequisites for a given job opening and who apply therefore in accordance with Subsections 1. and 2. below,

shall be given a written examination administered by the Department of Personnel and Labor Relations.

1. The prerequisites for Detective shall be two (2) years of continuous service in the Jackson Police Department, immediately preceding the examination, and holding the rank of Patrol Officer.
  2. The prerequisites for Police Sergeant shall be four (4) years of continuous service in the Jackson Police Department, immediately preceding the examination, and holding the rank of Patrol Officer or Detective.
- B. Upon conclusion of the written examination, the test scores will be arranged in descending order starting with the applicant or applicants who received the highest test score downward to the applicant who received the lowest passing score. Passing score shall be 70% or above.
- C. Those applicants who receive a passing score shall be given an External Board examination. The External Board will be composed of persons not in the employ of the City, preferably two (2) sworn officers of a rank higher than the position being interviewed for, one (1) civilian representing the general community interests and one (1) civilian representing a supervisory or management interest. All qualified applicants shall be rated by the same External Oral Board.
- D. Upon conclusion of the External Board, the weights placed on each of the steps shall be as follows:
- 50% = Written Exam
- 50% = External Oral Board
- The Chief of Police shall, from the applicants who receive the five (5) highest weighted scores, select the applicant who shall be awarded the job, giving consideration to both weighted scores and past performance.
- E. When an employee is awarded a job under this Section, he shall be on job probation and may be removed from there at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first one (1) year of work in his new job classification. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding for such job.
- F. Once a vacancy has occurred and, through the above process, a promotional list has been established for that rank classification said promotional list shall remain in effect for a maximum of twelve (12) months or unless exhausted. Promotion, during the effective period of the list, shall be made from said list. Temporary promotions, during the effective period of the list shall be made from said list.

Section 5.8: In any case when an employee is qualified for and is temporarily required, in writing by the Chief, to regularly serve in and accept responsibility for work in a higher class or position, such employee shall receive the salary rate of that class as though permanently

promoted while so assigned. An employee, who is required to work in a higher class or position continuously for a period of more than five (5) days, shall be deemed "temporarily required to regularly serve and accept responsibility for work in a higher class or position" and shall be paid retroactive to the first day assigned as above, unless the employee is so assigned for training purposes or as a vacation fill-in for a period of fifteen (15) work days. Said assignment for training shall not exceed four (4) calendar months within a twelve (12) month period, unless such assignment is a regular training opportunity in the Detective Bureau, which shall not exceed six (6) calendar months within a twelve (12) month period.

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

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

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

Section 5.11: Prior to each yearly shift cycle, each Patrol Officer may designate his/her 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 a more senior Patrol Officer losing his/her preferred shift, however, the least senior Patrol Officer will be moved whenever feasible.

## ARTICLE 6 - LEAVES OF ABSENCE

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

- A. A department head may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed ten (10) working days in any calendar year.
- B. The City Manager may authorize special leaves of absence with or without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for the following purposes: attendance at college, university, business or trade school, for the purpose of training in subjects related to the work of the employee and which will benefit the employee and the City service; urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, serving on a jury, and attending Court as a witness; for purposes other than the above that are deemed beneficial to the City service.
- C. The City 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, or in the event of serious illness in the employee's immediate family. In the event of death in an employee's immediate family, sick leave may be used, upon approval of the Chief, in addition to bereavement leave. The immediate family for this purpose shall be defined as an employee's current spouse, children, parents, brother, sister, current parents-in-law, grandparents and grandchildren. All foreseeable leaves for such purposes shall require specific prior approval of the Department Head. It is understood and agreed that sick leave will not be abused. A medical certificate will not be required to substantiate a request for approval of sick leave for three (3) consecutive days or less, unless the employee has been notified in writing about excess use or abuse of sick leave within the previous twelve (12) month period. An employee will not receive a written notice unless he has first been verbally cautioned by his supervisor on at least one occasion during the previous twelve (12) month period. Sick leave usage shall be deducted from earned sick leave to the nearest 1/10 of an hour as shown on the employee time record. If the sickness or injury is of a nature, as determined by a doctor, that the employee can perform available work and if the Chief determines that work is available which the employee can perform, as determined by a doctor, then the employee will report for said available work.

- A. An employee shall notify the Employer at the Employer's office prior to the start of the shift, or as soon thereafter as the employee's circumstances will permit, if he is

going to be absent. It is understood and agreed that sick leave time used will be counted as time worked for the purposes of computing overtime pursuant to the provision of Article 7, Section 7.2 of this Agreement.

- B. In order to accumulate sick leave for any given month, the employee must actually work or be on authorized paid leave, (excluding sick leave), vacation, Worker's Compensation, or holiday for one hundred twenty (120) or more hours in said month.
- C. An employee who makes a false claim for paid sick leave shall be subject to disciplinary action or dismissal depending on the circumstances involved.
- D. If an employee retires, and is eligible for immediate pension benefits pursuant to the Employer's Retirement Program, the employee shall be entitled to be paid fifty (50%) percent of his accumulated unused sick leave credits, up to a maximum of fourteen hundred forty (1440) hours accumulation. Employees hired after May 19, 1990 and before July 1, 2012, shall be entitled to be paid fifty (50%) percent of his/her accumulated sick leave credits, up to a maximum of 120 days (960 hours) accumulation. Employees hired on or after July 1, 2012 shall be entitled to be paid fifty (50%) percent of his/her accumulated sick leave credits, up to a maximum of half of six hundred and forty (640) hours accumulation upon retirement and must be eligible for immediate pension benefits. If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave.
- E. "Serious illness" for an immediate family member will generally be interpreted as an illness requiring the attention of a medical professional and care by the employee or another immediate family member.

If any question exists about either of these standards, it is understood that the employee may be required to provide medical documentation to support both of these standards.

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

Section 6.4: Military Leave

- A. All Bargaining Unit members who are members of the United States Armed Forces or Michigan National Guard will provide adequate and competent notice of all weekend and annual drill schedules;
- B. Competent military orders will be presented to the Employer as soon as practicable after the employee receives such orders;

- C. Employees may use their fifteen military days upon presentation of competent orders to fulfill any military obligation, including weekend drills with the "make-up" provision for pay to be calculated upon what would be the employees regular pay for normal shift;
- D. Employees may elect to use vacation or compensatory time to fulfill military obligations (in which case the employee shall not be entitled to "make-up" of earnings), or the employee may elect to be off on "military leave" in which case the "make-up" provisions (up to 15 days per year) will apply;
- E. The Employer will allow employees who present competent military orders approved leave from work; and
- F. Employees presenting competent military orders for military obligations that would fall on days previously scheduled as "work days" may, with the permission of the Chief of Police, be permitted to trade these days for those previously scheduled as leave days so long as the "trading" will not cause the employee to be in violation of other Departmental orders and directives regarding the number of hours worked.
- G. Re-employment rights of military service veterans will be in accordance with the applicable state and federal laws at the time of re-employment.

Section 6.5: Six hundred fifty (650) hours of total release time, with pay, during the entire term of the Agreement will be provided by the City to enable Bargaining Unit members to engage in Bargaining Unit activities. "Bargaining Unit activities" include: attendance at labor negotiations by bargaining team members; attendance by Bargaining Unit officials at grievance meetings; attendance by Bargaining Unit officials at other labor related meetings and at the annual POLC Labor Conference. All requests for release time must be in writing to the Office of the Chief of Police. Approval may be denied in case of emergencies.

Section 6.6: Employees shall receive the amount of pay they should have received on a regular eight (8) hour straight-time basis for time necessarily lost during their normal scheduled work week not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, current step-children, parents, brother, sister, or current parents-in-law, grandparents and grandchildren. The leave days above referred to shall end not later than the calendar day following the day of the funeral and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present reasonable proof of death, relationship and attendance.

Section 6.7: An employee, upon completing his probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he receives from the Court as daily jury duty fees and what he would have earned from the Employer on that day on the basis of eight (8) hours of work at his regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours, he promptly returns to work. The Employer's obligation to pay an employee for jury duty as above provided is limited to a

maximum of ninety (90) days in any calendar year. If an employee, who is summoned for jury duty, is working the second or third shift, the Employer shall attempt to transfer the employee to the day shift for the days said employee is on jury duty.

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

Section 6.8: 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 associated regulations allow eligible employees to take unpaid leaves for certain health and family related reasons for up to twelve work weeks in a twelve month period, and for certain military-related reasons for up to 26 work weeks in a twelve month period, without loss of Employer-paid health benefits. Eligible employees taking FMLA leave will be allowed to use accumulated sick leave and vacation leave during the FMLA leave as detailed below. Use of such paid leave time shall be concurrent with the twelve-week FMLA benefit period. Upon return from the FMLA leave the employee will be restored to a comparable position, in accordance with the Act. Additional information regarding FMLA leaves is available from the Personnel and Labor Relations Department.

- A. Documentation: Applications for 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 will be required. Family leave application forms are available in the Personnel and Labor Relations Department.
- B. Eligibility: 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.
- C. Reasons for Leave: Eligible employees may use FMLA leaves for the birth of the employee's child; as parental leave to care for a newly adopted child (during the first 12 months of adoption placement) or a child not yet 12 months old; to care for the employee's spouse, child, or parent with a serious health condition; or while the employee is unable to work due to a serious health condition. The eligible employee may also use leave for qualifying exigencies related to a family member's military service and/or a family member's active duty injury, in accordance with the statute.
- D. In some circumstances involving serious health conditions, the FMLA leave may be used intermittently.
- E. Use of Leave Banks:
  - 1. Health Related Leaves: 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 unused sick leave while absent or does not have any unused sick leave credits, the employee must then use his accrued unused vacation time off 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.

2. Parental Leaves and Military Exigency Leaves: In all cases involving the employee's absence from work to care for an infant or newly adopted child or involving a qualifying exigency related to a family member's current or impending active military service (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 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 injury 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.

- F. Verification: For all qualifying absences involving the serious health condition of the eligible employee or his family member, the terms of the Family and Medical Leave Act will be assumed to be effective for absences of more than three (3) consecutive days. Medical and/or other verification may be required in accordance with the FMLA statute and regulations. Additionally, upon return from the FMLA leave granted for the employee's own serious health condition, the employee will provide a medical statement indicating the employee is fit to perform the essential functions of his job.

## **ARTICLE 7 - HOURS**

Section 7.1: The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week. However, it is understood and agreed that due to shift changes in a given work week or work day an employee may work more than forty (40) hours per week or eight (8) hours per day. In cases of special unit assignment, the Chief, the Union representative and the affected employees shall determine the hours of work and method of payment for said hours.

Patrol Officers may trade work-day assignments (full work days only) with another Patrol Officer within the same pay period, subject to Command approval.

Section 7.2: Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for all hours worked in excess of eight (8) hours in any one (1) day unless said work in excess of eight (8) hours is due to shift changes or unless the Chief, the Union and Special Unit Employees have agreed to work hours in excess of eight (8) hours per day. The employee, as his option, may elect to take his overtime as compensatory time off provided that he has not accumulated eighty-four (84) hours of compensatory time. All employees who have accumulated eighty-four (84) or more hours as of June 30, in any year shall not be allowed to accumulate any more compensatory time off. Employees who have more than eighty-four (84) hours of compensatory time as of July 1 each year, must use all hours over eighty-four (84) by June 30 each year or the City shall pay off all hours in excess of eighty-four (84).

- A. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and may, at the discretion of the Chief, be performed by the employee or employees who were performing the specific job immediately prior to the occurrence of the overtime period.
- B. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime. Employees who are required to work overtime and who refuse shall be subject to disciplinary action unless they offer an excuse acceptable to the Employer. Special event overtime shall be posted for voluntary sign-up. In the event that such overtime is not filled voluntarily by suitable employees, the Employer shall fill such requirement in its discretion.

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

For the 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 (2) hours of overtime compensation unless immediately preceding or following a regular 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 worked immediately preceding or following a regular shift.

- A. When, as a result of performing his duties as a police officer, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half (1-1/2) his regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency at time and one-half (1-1/2) his regular hourly rate of pay, whichever is greater. The employee, at his/her option, may elect to take his/her paid time in compensatory time off provided he/she has not accumulated one hundred twenty (120) hours of compensatory time. The two (2) hours guaranteed minimum provision shall not apply if the court appearance or appearance before an administrative agency occurs as a continuation of the employee's regular work shift. The payment for time necessarily spent shall not include any lunch recess taken by the court or administrative agency. As a condition of receiving such payment, the employee shall assign his court or administrative agency appearance fee to the Employer.
- B. When an employee is required to return to work during off-duty hours for the purpose of obtaining a warrant he shall receive not less than two (2) hours of pay at time and one-half (1-1/2) his regular straight-time hourly rate, or shall be paid for actual time worked at time and one-half (1-1/2) his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter.
- C. Employees required to report to work for a disciplinary conference which may result in a disciplinary layoff or discharge, shall receive no compensation. If an employee is called into work to receive a verbal or written warning, he shall be compensated in accordance with Section 7.3 above. However, an employee may be held over after his regular shift for up to thirty (30) minutes or be required to report thirty (30) minutes before his or her regular starting time for purposes of receiving a verbal or written warning without compensation.

## **ARTICLE 8 - WAGES**

Section 8.1: The job classifications, rate ranges, and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof. Longevity rates for employees hired before July 1, 2012 are set forth in Appendix A. All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service. Patrol Officers (Class Grade 82) – Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12<sup>th</sup> year; annual lump sum payments of \$1000 after 12 years of service until the 18<sup>th</sup> year; and annual lump sum payments of \$1500 after 18 years of service.

Detectives (Class Grade 84) – Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12<sup>th</sup> year; annual lump sum payments of \$1000 after 12 years of service until the 18<sup>th</sup> year; and annual lump sum payments of \$1500 after 18 years of service.

Section 8.2: Special Unit employees and other plainclothes employees as determined by the Chief shall be supplied plain clothes consisting of three blazer-type or sport coat-type jackets, three pair of slacks, three long-sleeved shirts, three short-sleeved shirts, and two ties. These items shall be replaced as needed as determined by the Police Chief. In addition, said plainclothes employees may use the existing shoe replacement policy to obtain approved dress shoes to be worn with the plain clothes. However, said plainclothes officers must maintain a serviceable pair of uniform shoes. In addition hereto, the City hereby agrees to supply all required uniforms to the uniformed personnel covered by this Agreement. The City will repair or replace items of personal clothing of plainclothes employees covered by this Agreement, which may be damaged in the course of their duties with the Jackson Police Department, not to exceed one hundred fifty dollars (\$150.00) per incident. The Employer shall reimburse, up to the amount of one hundred thirty dollars (\$130.00), to the employees for boots or service shoes. This reimbursement shall be allowed one time per contract year. This amount shall not be allowed to roll over to the following year if not used by the employee.

## ARTICLE 9 - HOLIDAYS

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

POLC members serving in a plainclothes or special assignment shall celebrate the above holidays: on a Friday if the actual holiday falls on a Saturday; and on a Monday if the actual holiday falls on a Sunday. Any exceptions to the language in this paragraph shall be agreed to by the Bargaining Unit and Employer.

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

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

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

## ARTICLE 10 - VACATIONS

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

- A. An employee who, as of the anniversary date of his employment, has completed one (1) but less than five (5) years of continuous service with the Employer since his last hiring date shall receive eighty (80) hours of vacation with pay.
- B. An employee who, during the calendar year, will have completed five (5) but less than seven (7) years of continuous service with the Employer since his last hiring date shall receive ninety six (96) hours of vacation with pay.
- C. An employee who, during the calendar year, will have completed seven (7) but less than 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) years 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 with 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. Effective January 1, 1999, an employee who has completed twenty (20) or more years of continuous service with the Employer since his last hiring date shall receive two hundred (200) hours of vacation with pay.

Section 10.2: Vacation credit shall accrue at the rate of one-half ( $\frac{1}{2}$ ) of the employee's current annual vacation leave for each six (6) months of continuous service during the first five (5) years of employment. An employee shall be entitled to accumulate (i.e., carryover) not more than forty (40) hours in addition to his current annual vacation allowance, except that an employee with seven (7) or more years of service shall be entitled to accumulate not more than eighty (80) hours in addition to his current annual vacation allowance. Such leave may normally be granted in periods of not less than forty (40) hours and not more than the maximum accumulation allowed.

Vacation leave will not be granted in excess of vacation credit earned by service prior to the starting date of leave. Any legal or declared holiday falling within a vacation period shall not be counted as a day of vacation leave.

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

Section 10.4: The department head shall determine the number of employees who can be assigned for vacation purposes at any one time, agreeing that an effort shall be made to schedule vacation leave in accordance with manpower and work load requirements as

determined by the department head. Vacation leave shall be granted giving preference to the classification within a given assigned unit. In the event two (2) or more employees in the same classification in the same assigned unit desire the same vacation date, and it is determined by the department head that one or both employees cannot be assigned for vacation purposes, the employee having the least amount of classification seniority within the assigned unit shall select alternative dates for his vacation.

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

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

Effective for retirements on or after January 1, 2002, the employee will receive vacation or a lump sum payoff for vacation accrued in his/her 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 payoff on a prorated basis (one hour of accrued vacation used or paid for each hour present and worked).

Examples: (1) an employee accruing 200 hours of vacation on January 1 must work at least 200 hours to use that vacation or receive the lump sum payoff; (2) an employee who works 80 hours after January 1 and retires will only be allowed 80 hours of the newly accrued vacation to use or as a lump sum payoff.

The minimum work hour restrictions shall not apply to use of or pay-out for vacation carried over for the previous year.

## **ARTICLE 11 - INSURANCE**

Section 11.1: Current Employees. Effective July 1, 2012 or as soon as possible thereafter, all active employees, their eligible spouse and dependent children under twenty (26) years of age shall be eligible to participate in the City's health insurance plan (high deductible PPO or HMO product through Blue Cross). For single coverage with a \$5000 deductible, the employee shall pay up to \$500 of the deductible and the City shall pay up to \$4500 of the deductible. For two person or family coverage with a \$10,000 deductible, the employee shall pay up to \$1000 of the deductible and the City shall pay up to \$9000 of the deductible. Prescription drug co-pays shall be \$10 generic/\$20 preferred brand/\$40 non-preferred brand

effective July 1, 2012.

The employees shall pay twenty percent (20%) of the healthcare insurance premium for medical/prescription drug and optional dental/vision insurance.

The current opt-out credits will be Single - \$1500, Two persons - \$1850 and Family - \$2200.

Spouse Healthcare Eligibility – For all benefit eligible employees, if a member's spouse who is a full-time employee with another employer and who is eligible for medical coverage under his/her own employer's plan but elects not to enroll in that plan even if they have to pay for coverage, is NOT eligible for coverage under the City of Jackson's plan, except as provided as follows. A member's spouse may be put on the City of Jackson's plan as secondary, once a copy of the primary insurance cards are received by the City of Jackson. If the premium share of the spouse's costs for their own employer's health insurance plan is more than \$1800 annually for single coverage or more than \$2400 annually for two person or family coverage, effective July 1, 2012, the spouse is not required to enroll in their employer's plan and shall be covered under the City of Jackson's plan. The spouse may be covered by the City of Jackson's plan upon becoming ineligible to be covered by the other source.

Section 11.2: Retiree Health Insurance – Employees Hired Before July 1, 2012. The provisions of this section apply to service, duty disability and non-duty disability retirees hired before July 1, 2012. Employees hired before July 1, 2012 and who retire (not deferred) shall be eligible for the same or comparable prescription drug and medical/surgical and hospital plans as is offered to active employees and shall pay fifty (50%) percent of the twenty (20%) percent health insurance premium share at the time of the employee's retirement (a fixed dollar amount) for retiree health insurance.

Employees hired before July 1, 2012 and who become age 65 shall be covered under the City's Medical Advantage Group health care plan and shall be offered optional dental/vision plans to be fully paid for by the retiree. Such employees/retirees shall pay the same percentage of the Medicare Group plan premiums (plus dental/vision premiums for active employees only) as active employees or the City shall offer \$200 a month to purchase their own Medicare 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. A retired employee, who ceases to be covered by the Employer's insurance because of his/her employment or his/her spouses' employment and the resulting insurance coverage may, upon termination of coverage elsewhere, re-enter the employer's insurance coverage described in this section. 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.

Section 11.3: Retiree Health Insurance – Employees Hired On/After July 1, 2012: All employees hired on or after 7/1/2012 (or thereafter, at such time as the Retiree Health Savings Plan is implemented), will not be eligible for health insurance in retirement. They will participate in the Retiree Health Savings Plan (RHS) through a vendor determined by the Employer. The Employer shall contribute \$1750 annually to be increased \$100 every five (5) years. The Employee shall contribute \$750 annually, to be increased \$50 every five (5) years. Employees participating in the RHS plan shall be vested in the RHS after three (3) years. RHS plan participants are eligible to receive medical benefit payments upon separation from service pursuant to plan provision and in accordance with Internal Revenue Code sections. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits.

Section 11.4: Life Insurance. The Employer will provide a thirty thousand dollar (\$30,000.00) life insurance policy with double indemnity provisions for regular full-time employees at no cost to the employee. If the employee's base annual earnings are more than \$30,000, the insurance policy coverage will match the employee's base annual earnings. The Employer will likewise provide for payment of five thousand dollar (\$5,000.00) accidental death benefit for any employee killed in the course of the performance of his or her duties with the City of Jackson.

Section 11.5: Dental/Optical Reimbursement. Effective July 1, 2006, 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 11.6: Cafeteria Plan. Employees are eligible to voluntarily participate in any cafeteria benefit plans offered by the Employer. Such plans are subject to change or cancellation at the Employer's discretion and/or when changes are precipitated by changes in law or benefit availability.

Effective for the plan year commencing July 1, 2005, employees who have comparable health insurance from a spouse's employer or other source, and therefore are not a participant in the City's group health plan, are eligible for additional cafeteria spending credits for the plan year, as follows:

		<u>Effective 7/1/12</u>
Single Subscriber	\$1,390	\$1,500
Two Persons	1,710	1,850
Full Family	2,030	2,200

Section 11.7: National/State Health Care. If, during the term of the parties' agreement, the federal or state government implement a health care plan that replicates all or part of the health insurance benefits provided by the Employer, the parties will re-open negotiations on

this subject with the goal of achieving an agreement on ensuring the employees and retirees maintain a comparable benefit without causing unnecessary expense to the taxpayers.

Section 11.8: Health Care Committee. The parties may agree during the term of this Agreement to meet to discuss possible changes in health insurance coverage.

## **ARTICLE 12 – PENSION**

Section 12.1: Duty Disability. Effective January 1, 1987, an employee hired before July 1, 2012 and covered by the Agreement who is eligible for a duty-disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated as sixty-six and two-thirds (66-2/3%) percent of average final compensation. Except as altered by this Collective Bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Police and Fire Retirement Act) shall be as provided in Public Act 345.

Section 12.2: Non-Duty Disability. Effective January 1, 1987, an employee hired before July 1, 2012 and covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at two and one-half percent (2-1/2%) of average final compensation multiplied by years of service. Except as altered by this Collective Bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Public Act 345 (Police and Fire Retirement Act) shall be as provided in Public Act 345.

Section 12.3: Contribution Withdrawal Option. For members of the unit the Employer will add an Employees Contribution Withdrawal Option to its Act 345 Pension System. If the employee elects to exercise such Employees Contribution Withdrawal Option at the time of retirement, he or she will withdraw their employee contributions and interest thereon, and the employee's annual or monthly pension benefit shall be reduced by the actuarial equivalent of the amount withdrawn as calculated by the Employer's actuary, using the rate of assumed investment return for immediate annuities as determined and published by the Pension Benefit Guarantee Corporation (PBGC) in effect on the date of retirement. The election of the Employee's Contribution Withdrawal Option may not be rescinded once the pension becomes effective. This option will become effective for employees who retire under the Act 345 Pension System on or after April 7, 1987. Also see Section 12.8.

Section 12.4: Final Average Compensation (FAC). Members of the unit hired before July 1, 2012 who retire under provisions of Act 345 Retirement System on or after July 1, 1989, shall have their retirement benefit calculated on an average final compensation based on the average of the highest annual compensation received by the member during a period of three (3) consecutive years of service contained within his/her ten (10) years of service immediately preceding his/her retirement or leaving service. If he/she has less than three (3) years of service, then the average final compensation shall be calculated on the annual average compensation received during his/her total years of service.

Section 12.5A: Participation in Act 345 System. All unit members who are currently members of the Act 345 Retirement System shall remain members of that System. All employees who are hired after May 19, 1990 and before July 1, 2012, shall only be eligible to become members of the Act 345 Retirement System. Employees hired before

July 1, 2012 who are only in the defined benefit Act 345 pension system may continue to participate in a 457 plan (i.e., deferred compensation plan), but will not be eligible for participation in the defined contribution system.

Section 12.5B: Pension for Members Hired On/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 one percent (1%) for each year of service thereafter. These employees will also participate in the defined contribution pension system (which constitutes a hybrid pension system). Member contributions for those employees hired on or after July 1, 2012 will be 4.75% for the defined benefit pension plan. For the defined contribution pension plan, the City shall contribute a flat three percent (3%) to the defined contribution pension plan and the employee must contribute a minimum of six percent (6%) up to a maximum of twenty percent (20%). Overtime shall not be included in calculating final average compensation for those employees hired on or after July 1, 2012.

Employees hired on or after July 1, 2012 who are eligible for a duty-disability pension as provided by Act 345 shall receive a pension to age fifty-five (55) calculated at sixty-six and two-thirds (66-2/3%) of the average final compensation.

An employee hired on or after July 1, 2012 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 55 calculated at one and one-half percent (1.5%) of average final compensation multiplied by the first twenty-five (25) years of service, plus 1.0% of the average final compensation for service years in excess of twenty-five (25).

Section 12.6: Purchase of Community Service Officer Service Time. Community Service Officers (CSOs) who are promoted into the unit after July 1, 2008 and have not had a break in service shall be allowed to purchase such prior service as CSOs by paying an amount to the City of Jackson Act 345 Pension System equal to the actual cost for adding such service time as determined by the pension system actuary. They must exercise this option within one calendar year after the date they are promoted into the unit and complete payment within two years of the promotion into the unit. If payment is not made within the two calendar year period, they shall not be permitted to purchase such service after that date

The purchase of this prior service shall be for pension purposes only under Act 345 and shall have no effect on departmental seniority, vacation accrual or selection, shift selection, longevity step increases or other similar matters except reaching eligibility requirements for service retirement under Act 345.

Section 12.7: Benefit for Disability Retiree's Surviving Spouse. Effective after July 1, 1992, upon the death of an Act 345 disability retiree prior to the age of 55, a pension benefit shall be paid to his or her surviving spouse equal to 50 percent of what would have been the deceased employee's normal regular pension had the deceased employee taken a normal retirement. Except as altered by this Collective Bargaining Agreement and other agreements between the parties, the retirement benefits received in accordance with Act 345 of 1937 as last amended shall be provided in said Act.

Section 12.8: Purchase of Military Service Time. As of January 1, 1998, any member of the unit wishing to retire as a regular retiree with military buy-back must pay to the City the actual cost as determined by the City's actuary of such military buy-back. If the employee upon retirement elects the Employee Contribution Withdrawal Option and any military buy-back occurred within five (5) years prior to the date of retirement, the Employee Contribution Withdrawal will be reduced by a penalty amount which is the difference between the interest the military buy-back amount would have earned if purchased five (5) years prior and the amount actually earned. The amounts used for this computation will be calculated by the Employer's actuary using the rate of assumed investment return for immediate annuities as determined and published by the Pension Benefit Guarantee Board (PBGC) in effect on the date of the purchase or retirement, as applicable. If the military buy-back occurred more than five (5) years previous, no penalty will be assessed.

Section 12.9: Pension Multiplier and Employee Contribution. Effective upon ratification of the 2004 Agreement and for those employees hired before July 1, 2012, the pension multiplier for members of the unit employed on and after that date for those employees hired before July 1, 2012 will be increased from 2.6% to 2.9% of three (3) year Final Average Compensation (FAC) for the first twenty-five (25) years of service plus 1.0% of FAC times years in excess of twenty-five (25). Member contributions will be increased from 8.25% to 11.24% of their wages effective upon ratification.

### **ARTICLE 13 - GENERAL**

Section 13.1: The parties recognize the right of the Employer to promulgate reasonable work rules, regulations and orders; however, none of the above shall be inconsistent with the terms and conditions of this Labor Agreement. In addition, any disciplinary action taken may be reviewed by exercise of the Grievance Procedure.

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

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

Section 13.4: 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 13.5: It is hereby agreed between the parties that in the event any person may make a complaint against a Police Officer with the Department, which requires investigation, the City will give notice of such complaint to the Officer involved within fifteen (15) days after completion of the investigation.

Section 13.6: In the event the Chief of Police has reason to believe an employee, as a result of physical or mental illness or disease, is unable to perform his duties, a physical or mental examination can be ordered. If the employee disagrees with the Employer's doctor's findings, the employee may obtain, at his own expense, a physical or mental examination by a doctor of his own choice. Should there be a conflict in the findings of the two doctors, then a third doctor, mutually satisfactory to the Employer and the 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.

- A. Employees who have a physical defect, caused by a duty-related injury on or before January 10, 1979, shall be allowed to remain on active duty provided they maintain the level of physical ability that they had on January 10, 1979.

Section 13.7: Physical Agility Testing

- A. All employees covered by this Agreement who were hired after May 18, 1990, or, if hired prior to May 18, 1990, and have elected the physical agility option, may take a physical agility test on an annual basis. Such test will be offered twice during a calendar year. Test dates will be scheduled at a minimum of six (6) months apart.
- B. Before an employee can take the physical agility test, the employee must successfully complete a medical examination and obtain a medical release to take the physical agility test. This annual examination will be at the Employer's expense. An effort will be made by the Employer to schedule the medical examination on duty, however, if it is not possible to schedule the exam on duty the employee will not be compensated for the time involved in completing the examination. Any employee who fails the first medical examination will be allowed, at their own time and expense to obtain a release from a medical physician of their own choosing. The medical release must state that the employee is physically able to take the physical agility test. The Employer may pay for a second medical examination at the discretion of the Chief of Police.
- C. Employees covered by this Agreement who are unable to take the physical agility test for whatever reason will not be compensated.
- D. Employees sustaining an injury while taking the physical agility test will be classified as injured on duty.

E. The Jackson Community College Health and Physical Fitness Department, other appropriate facility and/or the Employer will provide the physical agility test to employees covered by this Agreement. The parameters of the test must be agreed to by both the Union and the Employer before the test is to be given. In the event no reasonable test is given, all employees covered by this Agreement will receive a minimum award of \$365.00.

F. The remuneration for the employees passing the physical agility test will be as follows:

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

1. If an employee receives a minimum of a "fair" rating during the first testing in any calendar year and wishes to improve his/her rating during the second testing period in the same calendar year, the employee will reimburse the Employer for the cost associated with administering the second test. Both tests must administered during the same calendar year. Employees who fail to meet a minimum of a "fair" rating during the first testing period in the calendar year will not be required to reimburse the Employer for the costs of taking the second test that year.
2. The employee will have the option of selecting the highest rating received and will be reimbursed at that rate. Payment will be made as soon as possible after the employee makes the determination of which rating he/she wishes to use and so advises the Employer.

G. The Employer will furnish all employees covered by this Agreement at the Employer's expense, access to facilities to aid the employee in preparation for the physical agility test. Employees will be reimbursed for proven expenses at an approved facility not to exceed the cost of the basic membership at the Y Center if the member uses that facility (as determined by the anniversary date of the employee's previous membership date) provided the employee shows proof of at least eighty-four (84) visits to the approved facility. The member must choose only one training facility each year.

H. No disciplinary action shall result against any employee covered by this Agreement who fails the physical agility test.

Section 13.8: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any court of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be

affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

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

Section 13.10: The City agrees to furnish the full cost of tuition, books required and fees for approved undergraduate courses of study and/or approved courses within an undergraduate degree for employees covered by this Agreement, when such costs are not covered by other programs. Any such courses must have written approval of the Police Chief prior to taking such course to be eligible for reimbursement. The maximum dollar reimbursement for tuition shall be the per credit rate charged at Michigan State University or the applicable conversion rate table; and in order to be eligible for reimbursement of tuition, books and fees, the employee must successfully complete the class with a grade of "C" or better or its numerical equivalent.

Section 13.11: All sworn Jackson Police Department personnel are obligated to report to work to their assigned duty station at properly assigned times or receive an excuse for the absenteeism from their immediate available superior. In cases of natural disaster or extreme weather conditions, the department will make every reasonable effort within their resources to assist employees in meeting their work obligations. However, an employee who does not report for work at his assigned duty station shall not be paid.

Section 13.12: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the 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 13.13: No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices and arrangements heretofore existing including Civil Service Rules and Regulations and Personnel Policy and Procedures which are inconsistent with any term of this Agreement.

Section 13.14: Residency. The parties mutually support the requirement that all members of this unit are to have become residents of an area no larger than 20 miles from the City limits of the Employer (or within Jackson County, if the distance is greater) within 12 months

of employment with the City, and are to remain residents of that area throughout the term of their employment. For purposes of this section, the term residency shall mean to establish and occupy a dwelling within the described area and to maintain such dwelling as the employee's primary residence at which the employee eats meals, receives mail, sleeps, maintains voter registration, uses for his driver's license and tax address and at which he in all manners maintains a normal residence.

**ARTICLE 14 - DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective as of the date of its execution, and shall remain in full force and effect until 12:01 AM the first day of July 2016, 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 22 day of October, 2012 in Jackson, Michigan.

POLICE OFFICERS LABOR COUNCIL,  
JACKSON NON-SUPERVISORY UNIT

Shane LaPorte  
Shane LaPorte, President

Edward Hillyer  
Edward Hillyer, Business Representative

M. St.

C. Edmondson

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CITY OF JACKSON

Marty Boff  
Mayor

Dynn Fessel  
City Clerk

Patrick Burns  
Interim City Manager

Matthew R. Heins  
Director of Police and Fire Services

Myrtle M. King  
City/County Director of Human Resources

SCHEDULE IV  
POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE JULY 1, 2012 - 0.5%

Class Grade	Pay Basis	BASE RATES						LONGEVITY		
		(Step 1) Minimum 1st Year	(Step 1-1/2) 6 Months	(Step 2) Next Year	(Step 3) Next Year	(Step 4) Next Year	(Step 5) After 4 Years Service*	(1L) After 7 Years Service*	(2L) After 12 Years Service*	(3L) After 18 Years Service*
82	Annual	43,697	46,373	49,049	51,278	53,740	56,286	57,690	59,135	60,607
	Bi-Weekly	1,680.64	1,783.57	1,886.50	1,972.23	2,066.91	2,164.85	2,218.86	2,274.42	2,331.06
	Hourly	21.01	22.29	23.58	24.65	25.84	27.06	27.74	28.43	29.14
83	Annual	49,049	50,163	51,278	53,740	56,286	58,564	60,575	62,088	63,642
	Bi-Weekly	1,886.50	1,929.36	1,972.23	2,066.91	2,164.85	2,252.46	2,329.80	2,387.98	2,447.76
	Hourly	23.58	24.12	24.65	25.84	27.06	28.16	29.12	29.85	30.60
84	Annual	51,278	52,509	53,740	56,286	58,564	60,984	63,602	65,193	66,823
	Bi-Weekly	1,972.23	2,019.57	2,066.91	2,164.85	2,252.46	2,345.54	2,446.22	2,507.42	2,570.11
	Hourly	24.65	25.24	25.84	27.06	28.16	29.32	30.58	31.34	32.13

\*Including one year at preceding rate.

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

All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service. Patrol Officers (Class Grade 82) - Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12th year; annual lump sum payments of \$1000 after 12 years of service until the 18th year; and annual lump sum payments of \$1500 after 18 years of service.

Detective (Class Grade 84) - Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12th year; annual lump sum payments of \$1000 after 12 years of service until the 18th year; and annual lump sum payments of \$1500 after 18 years of service.

Adopted 9/11/2012

SCHEDULE IV  
POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE JULY 1, 2013 - 1.0%

Class Grade	Pay Basis	BASE RATES					LONGEVITY			
		(Step 1)	(Step 1-1/2)	(Step 2)	(Step 3)	(Step 4)	(Step 5)	(1L)	(2L)	(3L)
		Minimum 1st Year	6 Months	Next Year	Next Year	Next Year	After 4 Years Service*	After 7 Years Service*	After 12 Years Service*	After 18 Years Service*
82	Annual	44,134	46,837	49,539	51,791	54,277	56,849	58,267	59,726	61,214
	Bi-Weekly	1,697.45	1,801.41	1,905.36	1,991.95	2,087.58	2,186.49	2,241.05	2,297.16	2,354.37
	Hourly	21.22	22.52	23.82	24.90	26.09	27.33	28.01	28.71	29.43
83	Annual	49,539	50,665	51,791	54,277	56,849	59,150	61,181	62,708	64,278
	Bi-Weekly	1,905.36	1,948.66	1,991.95	2,087.58	2,186.49	2,274.98	2,353.10	2,411.86	2,472.24
	Hourly	23.82	24.36	24.90	26.09	27.33	28.44	29.41	30.15	30.90
84	Annual	51,791	53,034	54,277	56,849	59,150	61,594	64,238	65,845	67,491
	Bi-Weekly	1,991.95	2,039.76	2,087.58	2,186.49	2,274.98	2,369.00	2,470.68	2,532.49	2,595.81
	Hourly	24.90	25.50	26.09	27.33	28.44	29.61	30.88	31.66	32.45

\*Including one year at preceding rate.

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

All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service. Patrol Officers (Class Grade 82) - Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12th year; annual lump sum payments of \$1000 after 12 years of service until the 18th year; and annual lump sum payments of \$1500 after 18 years of service.

Detective (Class Grade 84) - Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12th year; annual lump sum payments of \$1000 after 12 years of service until the 18th year; and annual lump sum payments of \$1500 after 18 years of service.

Adopted 9/11/2012

SCHEDULE IV  
POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE JULY 1, 2014 - 1.5%

Class Grade	Pay Basis	BASE RATES						LONGEVITY		
		(Step 1) Minimum 1st Year	(Step 1-1/2) 6 Months	(Step 2) Next Year	(Step 3) Next Year	(Step 4) Next Year	(Step 5) After 4 Years Service*	(1L) After 7 Years Service*	(2L) After 12 Years Service*	(3L) After 18 Years Service*
82	Annual	44,796	47,539	50,283	52,568	55,091	57,702	59,141	60,622	62,132
	Bi-Weekly	1,722.91	1,828.43	1,933.94	2,021.83	2,118.89	2,219.29	2,274.67	2,331.62	2,389.68
	Hourly	21.54	22.86	24.17	25.27	26.49	27.74	28.43	29.15	29.87
83	Annual	50,283	51,425	52,568	55,091	57,702	60,037	62,098	63,649	65,242
	Bi-Weekly	1,933.94	1,977.89	2,021.83	2,118.89	2,219.29	2,309.11	2,388.40	2,448.04	2,509.32
	Hourly	24.17	24.72	25.27	26.49	27.74	28.86	29.85	30.60	31.37
84	Annual	52,568	53,829	55,091	57,702	60,037	62,518	65,201	66,833	68,503
	Bi-Weekly	2,021.83	2,070.36	2,118.89	2,219.29	2,309.11	2,404.54	2,507.74	2,570.48	2,634.74
	Hourly	25.27	25.88	26.49	27.74	28.86	30.06	31.35	32.13	32.93

\*Including one year at preceding rate.

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

All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service. Patrol Officers (Class Grade 82) - Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12th year; annual lump sum payments of \$1000 after 12 years of service until the 18th year; and annual lump sum payments of \$1500 after 18 years of service.

Detective (Class Grade 84) - Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12th year; annual lump sum payments of \$1000 after 12 years of service until the 18th year; and annual lump sum payments of \$1500 after 18 years of service.

Adopted 9/11/2012

SCHEDULE IV  
POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE JULY 1, 2015 - 2.0%

		<u>BASE RATES</u>						<u>LONGEVITY</u>		
Class Grade	Pay Basis	(Step 1)	(Step 1-1/2)	(Step 2)	(Step 3)	(Step 4)	(Step 5)	(1L)	(2L)	(3L)
		Minimum 1st Year	6 Months	Next Year	Next Year	Next Year	After 4 Years Service*	After 7 Years Service*	After 12 Years Service*	After 18 Years Service*
82	Annual	45,692	48,490	51,288	53,619	56,193	58,856	60,324	61,835	63,374
	Bi-Weekly	1,757.37	1,865.00	1,972.62	2,062.26	2,161.27	2,263.68	2,320.16	2,378.25	2,437.48
	Hourly	21.97	23.31	24.66	25.78	27.02	28.30	29.00	29.73	30.47
83	Annual	51,288	52,454	53,619	56,193	58,856	61,238	63,340	64,922	66,547
	Bi-Weekly	1,972.62	2,017.44	2,062.26	2,161.27	2,263.68	2,355.29	2,436.16	2,497.00	2,559.51
	Hourly	24.66	25.22	25.78	27.02	28.30	29.44	30.45	31.21	31.99
84	Annual	53,619	54,906	56,193	58,856	61,238	63,768	66,505	68,169	69,873
	Bi-Weekly	2,062.26	2,111.77	2,161.27	2,263.68	2,355.29	2,452.63	2,557.90	2,621.89	2,687.44
	Hourly	25.78	26.40	27.02	28.30	29.44	30.66	31.97	32.77	33.59

\*Including one year at preceding rate.

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

All employees hired into this Unit on or after July 1, 2012 will receive a lump sum longevity payment annually after completing seven (7) years of service, twelve (12) years of service and eighteen (18) years of service. Patrol Officers (Class Grade 82) - Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12th year; annual lump sum payments of \$1000 after 12 years of service until the 18th year; and annual lump sum payments of \$1500 after 18 years of service.

Detective (Class Grade 84) - Hired on or after July 1, 2012 shall receive annual lump sum payments of \$500 after seven (7) years of service until the 12th year; annual lump sum payments of \$1000 after 12 years of service until the 18th year; and annual lump sum payments of \$1500 after 18 years of service.

Adopted 9/11/2012

**APPENDIX B**  
**DRUG TESTING POLICY**

I. PURPOSE

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

II. DEFINITIONS

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

III. POLICY

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

- B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc, is strictly prohibited; 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 prior arrangement at a site determined by the department.

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

## V. PROCEDURE

### A. Drug Testing/Urinalysis

#### 1. Applicants

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

- a. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis of discontinuing an applicant in the selection process. Any use or possession that constitutes a felony shall preclude any further consideration for employment.
- b. Applicants found to be involved in the illegal sale, manufacture or distribution of any narcotic/drug will be permanently rejected.
- c. Applicants demonstrating addiction to any narcotic/drug will be permanently rejected.

- d. Any improper use of any narcotic/drug by an applicant after application will be grounds for permanent rejection.
  - e. After one year from the date of the above drug test, an applicant may reapply for employment if use or possession did not constitute a felony. Applicants who previously refused the test are not eligible for further consideration.
  - f. The results of drug tests on applicants shall be confidential and used for official purposes only.
2. Current Employees of the Department
- a. The Chief of Police may order a drug test when there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties. The contents of any documentation shall be made available to the employee.
  - b. Current employees may be ordered by the Chief of Police to take a drug test where:
    - (1) there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics; or
    - (2) there has been the use of deadly force involving an injury or death; or
    - (3) there has been serious injury to the employee.
  - c. A drug test may be part of any routine physical examination. Such physical examination may be required for promotion or specialized assignment, i.e., drug enforcement unit, evidence management, or an assignment, which places the employee in close proximity to drugs that may be abused.
  - d. Test results reporting the presence of illegal drugs or narcotics in excess of those specified in Appendix 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

#### 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 Department Of Health and Human Services and any State of Michigan Agency that determines certification for police employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatograph/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second laboratory. Employees who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence/Storage

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

D. Urinalysis Test Available

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

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

## APPENDIX B-2

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

**APPENDIX C**  
**LETTER OF AGREEMENT**  
**FIELD TRAINING OFFICER (FTO) OVERTIME**

The City of Jackson, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan (hereinafter "the Employer"), and the Jackson Union #70 Labor Council, Michigan Fraternal Order of Police (hereinafter "the Union"), as the duly recognized sole and exclusive collective bargaining agent for all sworn officers of the Jackson Police Department below the rank of Sergeant, do hereby agree by way of this letter of agreement, which is hereby attached to and incorporated by reference into a collective bargaining agreement signed by the parties on February 23, 1993 as follows:

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

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

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

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

CITY OF JACKSON

/s/ James Quinn

/s/ Betty J. Granger  
Mayor

/s/ Steven A. Shiley

/s/ Sandra L. Price  
City Clerk

/s/ Michael R. Brunk

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

/s/ Ricardo Cedillo

**APPENDIX D**  
**LETTER OF UNDERSTANDING**  
**Between the City of Jackson and**  
**Police Officers Labor Council, Supervisory Unit and**  
**Police Officers Labor Council, Non-Supervisory Unit**

**Re: TWELVE-HOUR PATROL SHIFT SCHEDULE AGREEMENT**

Representatives of the City of Jackson and the Police Officers Labor Council (POLC), Supervisory and Non-Supervisory Units, met during the spring and summer of 2008 to determine whether they could agree upon a mutually satisfactory manner to re-institute 12-hour patrol shifts. The parties agreed to implement the 12-hour patrol shift schedule on or about \_\_\_\_\_, subject to the following terms and conditions.

1. Reservation of Authority. The Chief of Police retains the right to discontinue the 12-hour patrol shift schedule and return to the 8-hour shift schedule at any time, unless all the parties later specifically negotiate to change this reservation of authority. Similarly, if the bargaining units indicate their mutual desire to return to an 8-hour patrol shift schedule, 12-hour shifts will be discontinued. If patrol operations revert to an 8-hour shift schedule, the parties will discontinue following the remaining terms of this agreement and follow the terms in the respective negotiated master agreements.
2. Bi-Annual Review. The parties agree to meet every two years to review the terms of this 12-hour patrol shift schedule agreement. During the bi-annual review meetings, the parties may mutually agree to continue to follow this agreement until the next review, or they may agree to make changes in this agreement.
3. Probation. Employees who are hired as patrol officers serve a one-year probation working 8-hour shifts (POLC-NS Agreement, Section 5.2). Employees who are hired as patrol officers working a 12-hour shift will serve an eighteen-month probation. In the event that the probationary officer works part of the probation period as an 8-hour shift employee and part as a 12-hour shift employee, the duration of the probation period will be adjusted accordingly.
4. Hours. The normal biweekly pay period will consist of 80 hours. The normal pay period will consist of six 12-hour shifts and one 8-hour shift. (POLC-NS, Section 7.1; POLC-S, Section 7.1) Employees on each shift will be allowed to select which shift day will be scheduled as 8 hours. Employee 8-hour shift selections will be considered in seniority order. All 8-hour shifts will be a continuous period of 8 work hours, either commencing at the beginning of a regular 12-hour shift or ending at the end of a regular 12-hour shift. Patrol sergeants will have the flexibility to alter a patrol officer's 8-hour day to another assigned shift in the same pay period, subject to Command approval and taking into consideration community needs. Command staff can also approve changes in a patrol sergeant's 8-hour shift in the same pay period, taking into consideration community needs. In the event that fewer than 80 hours have been scheduled for a patrol employee during a pay period, the employee will be responsible to work with the appropriate supervisor to work the additional hours necessary to complete the normal biweekly 80 hours or to use approved leave time to make up that difference.
5. Time Trades. Patrol officers working a 12-hour shift may trade workday assignments in six-hour blocks. Patrol officers working a 8-hour shift must trade the entire work shift. All trades must occur within the same pay period and are

- subject to Command approval. (POLC-NS, Section 7.1)
6. Overtime. Time and one-half (1 ½) the patrol employee's regular hourly rate of pay will be paid for all hours worked in excess of scheduled shift hours (8 or 12) or in excess of 80 hours in any biweekly pay period. (POLC N-S, Section 7.2; POLC-S, Section 7.2.A.)
  7. Staffing Levels. Selection of 8-hour shifts will be restricted, in consideration of vacation selections, sick leave use and the Police Chief's desire to maintain staffing levels, as follows:
    - A. Day shift (Shifts IA and IB): Minimum of six (6) patrol officers working from 1030 to 1800 hours.
    - B. Night shift (Shifts IIA and IIB): Minimum of seven (7) patrol officers working from 830 to 0200 hours.
  8. Breaks. Patrol employees working a 12-hour shift will be allowed a paid 45-minute lunch break; patrol employees working an 8-hour shift will be allowed a paid 30-minute lunch break. A paid 15-minute break during the first half of the shift and a paid 15-minute break in the second half of the shift will also be available to patrol employees.
  9. Sick Leave. Sick leave will continue to accrue at a rate of 8 hours per month, as provided in the master agreements. (POLC-NS, Section 6.2; POLC-S, Section 6.2) Employees will continue to use sick leave on an hour-for-hour basis, for each hour of scheduled work missed for a reason allowed in the master agreements.
  10. Bereavement Leave. Employees shall receive the amount of pay they should have received for regularly scheduled shifts (12 and/or 8) on a straight time basis for time necessarily lost during their normal scheduled work week, not to exceed three (3) work days to make arrangements for and attend the funeral of a member of the employee's immediate family. (POLC-NS, Section 6.6; POLC-S, Section 6.5)
  11. Jury Duty. Employees who are eligible for jury duty pay and follow the appropriate department procedures to report the summons and claim jury duty pay will be eligible to be paid the difference between the jury duty pay received and the balance of the scheduled patrol shift (12- or 8-hours). The Department reserves the right to re-assign the affected employee to day shift and schedule for a 40-hour pay week while on jury duty. (POLC-NS, Section 6.7; POLC-S, Section 6.7)
  12. Holidays. See POLC-NS, Section 9.3 or POLC-S, Section 9.3, as applicable.
  13. Vacations. The master agreement references to vacation selection (POLC-NS Section 10.4; POLC-S, Section 10.4) will only be altered to include the current practice that once an employee has selected his/her vacation periods, the employee's first pick will be honored; any pick of 60 hours or greater will be honored; the employee's second and third vacation picks of less than 60 hours or less will be honored subject to availability of sufficient staff on the shift to meet the community's needs.
  14. Training. The parties agree that employee training and development is mutually beneficial. It is further agreed that occasional flexibility in shift schedules and regular leave days is necessary to attend training. Patrol staff will account for all training on an hour for hour basis. Employees must sign in and out on the training log at the Police Department (similar to court log) for training other than in-service training. The training log will be used to track training time. If training occurs out of town, and the training plus drive time equals fewer than the scheduled shift time for that day (8- or 12-hours), the employee must return to

JPD to work patrol or directed patrol to complete the remaining scheduled hours for that workday, or use approved leave time to make up the difference.

- 15. Special Assignments. Special assignments may be exempt from 12-hour patrol shift scheduling, and may be required to remain on an 8-hour schedule.

This Agreement does not alter any other terms of the parties' respective master agreements.

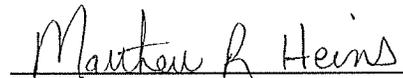
POLC-NONSUPERVISORY UNIT

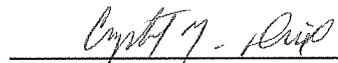
CITY OF JACKSON

  
\_\_\_\_\_  
Shane LaPorte, President  
Date: 10-22-12

  
\_\_\_\_\_  
Patrick Burch, Interim City Manager  
Date: 10/22/2012

  
\_\_\_\_\_  
Edward Hillyer, Business Representative  
Date: 10-22-12

  
\_\_\_\_\_  
Matthew Heins, Director of Police and Fire Services  
Date: 10-22-12

  
\_\_\_\_\_  
Crystal Dixon, City/County Director of Human Resources  
Date: 10/22/2012

POLC-SUPERVISORY UNIT

\_\_\_\_\_  
Adam Williams, President  
Date: \_\_\_\_\_

\_\_\_\_\_  
Tom Zulch, Attorney/Business Representative  
Date: \_\_\_\_\_

APPENDIX E

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON  
AND THE POLICE OFFICERS LABOR COUNCIL, JACKSON NONSUPERVISORY UNIT**

**RE: PATROL DIVISION OVERTIME ASSIGNMENT PRACTICES**

During the course of negotiations for the 2008-12 Labor Agreement, the parties agreed to set forth their mutual understanding regarding the current practices for making overtime assignments. The following list represents that understanding.

1. All overtime other than regularly scheduled PACT meetings and special assignments (JNET, SRT, K-9, School officers, etc.) shall be posted. The opportunity to work overtime will be offered in descending order based on seniority. Those PACT officers who volunteer for an assignment arising from PACT specific problem-solving efforts may be given first preference to work the assignment.
2. Overtime assignments to cover shift shortages with little or no advance notice will be made by selecting volunteers from the shift presently on duty, with the highest in seniority to the least. However, it is understood that no employee will be allowed to work more than sixteen (16) hours straight (except in emergencies).
3. If the patrol supervisor(s) has(have) sufficient advance notice, overtime assignments to cover shift overtime will be made using the patrol seniority list. The opportunity to work overtime will be offered in descending order based on seniority. Officers not on duty due to approved leave (vacation, holiday, compensatory time, etc.) will be called, subject to the following understanding: if one of those employees accepts the offer to work, then the employee will forfeit the approved leave (the approved leave will be returned to the employee's leave bank) and work the shift at his/her regular hourly rate (i.e., straight time).
4. When there are no volunteers, the employee with the least seniority will be ordered to work unless that employee presents an excuse acceptable to management, in which case the next least senior employee will be ordered to work.
5. If the supervisor is unable to reach any employee by telephone, then the supervisor may move on to the next senior employee.

Memorandum signed on \_\_\_\_\_.

**POLC, Non-Supervisory Unit**

**City of Jackson**

\_\_\_\_\_  
Shane LaPorte, President

\_\_\_\_\_  
William Ross, City Manager

\_\_\_\_\_  
Edward Hillyer, Business Representative

\_\_\_\_\_  
Matthew Heins, Police Chief

\_\_\_\_\_  
Catherine Brechtelsbauer, Personnel Dir.

## INDEX

<u>SUBJECT</u>	<u>ARTICLE/ SECTION</u>	<u>PAGE</u>
Accrued Vacation at Termination	Section 10.5	23
Act 345 Retirement System, Participation in	Section 12.5A	26
Agency Shop	Section 1.3	5
Arbitration	Section 2.2	8
Assignment, Temporary	Section 5.8	12
Blood/Urinalysis Procedures	Appendix B-1	42
Bulletin Board	Section 13.4	28
Bumping Procedure	Section 5.5	11
Cafeteria Plan	Section 11.7	25
Calculation of Final Average Compensation	Section 12.4	26
Call-In	Section 7.3	19
Classification Seniority	Section 5.1	10
Community Service Officers, Purchase of Service Time	Section 12.6	27
Compensatory Time for Holidays	Section 9.3	21
Compensatory Time, Overtime Option	Section 7.2	19
Complaints Against Police Officers	Section 13.5	29
Continuation of Specific Job	Section 7.2A	19
Contribution Withdrawal Option	Section 12.3	26
Court Appearance Off Duty	Section 7.3A	20
Current Employees Insurance	Section 11.1	23
Definition of Grievance	Section 2.1	6
Definition of Scheduled/Unscheduled Overtime	Section 7.3	19
Definition of Seniority	Section 5.1	10
Definition of Serious Illness	Section 6.2E	15
Dental/Optical Reimbursement	Section 11.5	25
Department Seniority	Section 5.1	10
Departmental Mailboxes	Section 13.3	28
Disability Pension Calculation, Duty	Section 12.1	26
Disability Pension Calculation, Non-Duty	Section 12.2	26
Disability Retirees, Survivors of	Section 12.7	28
DISCHARGES CASES	ARTICLE 3	9
Disciplinary Actions Documentation	Section 3.4	9
Disciplinary Conference	Section 7.3C	20
Discipline for Strikes	Section 4.2	9
Drug Levels	Appendix B-2	44
Drug Testing Policy	Appendix B	37
Dues Deduction	Section 1.4	6
DURATION OF AGREEMENT	ARTICLE 14	32
Duration of Eligibility List	Section 5.7F	12
Duty Disability Pension Calculation	Section 12.1	26
Duty Disability Retirees Insurance	Section 11.2	24
Eligibility for Promotion	Section 5.7A	11
Employee Pension Contributions	Section 12.9	28
Examination Scores, Written	Section 5.7B	12
External Oral Board	Section 5.7C	12
Extreme Weather Conditions	Section 13.11	31

<u>SUBJECT</u>	<u>ARTICLE/ SECTION</u>	<u>PAGE</u>
Facilities & Equipment	Section 13.2	28
False Claim for Sick Leave	Section 6.2C	15
Family and Medical Leave (FMLA)	Section 6.8	17
Family and Medical Leaves (Worker's Compensation)	Section 6.8.E.3	18
Field Training Officers (FTO) Overtime	Appendix C	45
Filling of Vacancies	Section 5.7	11
Final Average Salary Calculation	Section 12.4	26
Five Hundred (500) Hour Rule, Vacation Payoff	Section 10.6	23
Funeral Leave	Section 6.6	16
Gender Clause	Section 1.5	6
GENERAL	ARTICLE 13	28
Grievance Definition	Section 2.1	6
Grievance Only Appeal Procedure	Section 3.3	9
GRIEVANCE PROCEDURE	ARTICLE 2	6
Grievance, First Step	Section 2.2	7
Grievance, Fourth Step	Section 2.2	8
Grievance, Oral Step	Section 2.2	6
Grievance, Second Step	Section 2.2	7
Grievance, Third Step	Section 2.2	7
Health Care Committee	Section 11.8	26
Holiday Pay	Section 9.3	21
HOLIDAYS	ARTICLE 9	21
HOURS	ARTICLE 7	18
INSURANCE	ARTICLE 11	23
Invalid Provisions of Agreement	Section 13.8	30
Job Classifications	Section 8.1	20
Job Probation	Section 5.7E	12
Jury Duty	Section 6.7	16
Layoff Procedure	Section 5.5	11
Leave Day Selection	Section 5.10	13
LEAVES OF ABSENCE	ARTICLE 6	14
Life Insurance	Section 11.4	25
Lockouts	Section 4.1	9
Union Bulletin Board	Section 13.4	28
Union Release Time	Section 6.5	16
Union Representation	Section 2.4	8
Loss of Seniority	Section 5.4	10
Mailboxes	Section 13.3	28
Management's Rights	Section 1.2	5
Maternity Leave	Section 6.3	15
Maximum Vacation Accumulation	Section 10.2	22
Medical, Surgical, Hospitalization Insurance	Section 11.1	23
Mental Examination	Section 13.6	29
Military Buy-Back	Section 12.8	28
Military Leave	Section 6.4	15
National/State Health Care	Section 11.8	26
Natural Disasters	Section 13.11	31
Non-Duty Disability Pension Calculation	Section 12.2	26

<u>SUBJECT</u>	<u>ARTICLE/ SECTION</u>	<u>PAGE</u>
Non-Duty Disability Retirees Insurance Hired Before 1-1-12	Section 11.2	24
Notification of Sick Leave	Section 6.2A	14
Obligation for Further Bargaining	Section 13.12	31
Obtaining Warrants Off Duty	Section 7.3B	20
Optical/Dental Reimbursement	Section 11.5	25
Option to Work Holiday	Section 9.4	21
Oral Board, External	Section 5.7C	12
Out-of-Grade Pay	Section 5.8	12
Overtime Assignments	Appendix E	49
Overtime/Compensatory Time Option	Section 7.2	19
Participation in Act 345 Retirement System	Section 12.5A	26
Patrol Division Overtime Assignments	Appendix E	49
Payoff of Sick Leave Accrual	Section 6.2D	15
Payoff of Vacation Accrual, Work Requirement	Section 10.6	23
Pension Employee Contribution	Section 12.9	28
PENSION	ARTICLE 12	26
Pension for Members Hired On/After July 1, 2012	Section 12.5B	27
Pension Multiplier	Section 12.9	28
Physical Agility Testing	Section 13.7	29
Physical Examination	Section 13.6	29
Plain Clothes and Uniforms	Section 8.2	21
Plainclothes/Special Assignment Holidays	Section 9.1	21
Police Recruits	Section 5.2	10
Probation, Job	Section 5.7E	12
Probationary Period	Section 5.2	10
Promotion, Eligibility	Section 5.7A	11
Protective Devices & Equipment	Section 13.9	31
Purchase of Cadet Service Time	Section 12.6	27
Qualification for Holiday Pay	Section 9.2	21
Rate of Pay Upon Reinstatement	Section 3.2	9
Rate Ranges	Section 8.1	20
Reassignment to Another Unit, Leave Days	Section 5.10 A	13
Recall Procedure	Section 5.6	11
RECOGNITION	ARTICLE 1	5
Recognized Holidays	Section 9.1	21
Recruits	Section 5.2	10
Reduction in Rank	Section 3.1	9
Refusal of Overtime	Section 7.2B	19
Reinstatement - Rate of Pay	Section 3.2	9
Requirements for Sick Leave Accrual	Section 6.2B	15
Residency	Section 13.14	31
Retiree Benefit in Lieu of Health Insurance	Section 11.4	25
Retiree's Insurance	Sections 11.2, 11.3	24-25
Retirement System, Act 345	Section 12.5A	26
Retirement for Members Hired On/After July 1, 2012	Section 12.5B	27
Salary Schedules	Appendix A	33
Savings Clause	Section 13.8	30
Schedule for Vacation Accrual	Section 10.1	22

<u>SUBJECT</u>	<u>ARTICLE/ SECTION</u>	<u>PAGE</u>
Scheduled/Unscheduled Overtime	Section 7.3	19
Scores, Weighting of	Section 5.7D	12
Seniority Accumulated Outside Unit	Section 5.9	13
Seniority List	Section 5.3	10
SENIORITY	ARTICLE 5	10
Serious Illness Definition	Section 6.2E	15
Service Time as Police Cadets	Section 12.6	27
Shift Cycle	Section 5.11	13
Sick Leave Accrual, Payoff at Retirement	Section 6.2D	15
Sick Leave	Section 6.2	14
Sole Agreement Between Parties	Section 13.13	31
Special Assignment Holidays/Plainclothes	Section 9.1	21
Special Event Overtime	Section 7.2B	19
Special Leave of Absence	Section 6.1	14
STRIKES AND LOCKOUTS	ARTICLE 4	9
Strikes, Discipline	Section 4.2	9
Survivors of Disability Retirees	Section 12.7	28
Suspension, Reduction in Rank, Discharge	Section 3.1	9
Temporary Assignment	Section 5.8	12
Termination - Accrued Vacation Leave	Section 10.5	23
Time Limits in Grievance Procedure	Section 2.3	8
Trading Work-Days	Section 7.1	18
Tuition Reimbursement	Section 13.10	31
Twelve Hour Patrol Shift Schedule	Appendix D	46
Uniforms and Plain Clothes	Section 8.2	21
Unscheduled/Scheduled Overtime	Section 7.3	19
Urinalysis/Blood Procedures	Appendix B-1	42
Use of Facilities and Equipment	Section 13.2	28
Vacancies, Filling of	Section 5.7	11
Vacation Leave Accrual at Termination	Section 10.5	23
Vacation Leave Accrual Payoff Work Requirement	Section 10.6	23
Vacation Leave Accumulation Maximum	Section 10.2	22
Vacation Leave Scheduling	Section 10.4	22
Vacation Pay	Section 10.3	22
Vacation Payoff, Five Hundred (500) Hour Rule	Section 10.6	23
VACATIONS	ARTICLE 10	22
WAGES	ARTICLE 8	20
Warrants, Obtaining Off Duty	Section 7.3B	20
Weather (Extreme) Conditions	Section 13.11	31
Weighting of Scores	Section 5.7D	12
Work Day, Work Week	Section 7.1	18
Work Requirement, Vacation Leave Accrual Payoff	Section 10.6	23
Work Rules	Section 13.1	28
Work-Days Trading	Section 7.1	18
Worker's Compensation (FMLA)	Section 6.8.E.3	17
Written Examination Scores	Section 5.7B	12
Zipper Clause	Section 13.13	31