

LABOR AGREEMENT

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

July 1, 2016 through June 30, 2021

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AGREEMENT

THIS AGREEMENT, made effective on the 1st day of July, 2016 through the 30th day of June, 2021 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: Recognition: 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 Director of Police and Fire Services 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: Management Rights Except as specifically limited or abrogated by this Agreement, the Employer shall remain vested with all management functions, including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to: change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operation procedures, to discontinuance of any services, reduce the work week or the work day, to effect reductions in hours worked by combining lay-offs and reduction in work week or work day, to determine the number of employees assigned to operations, to establish work schedules, and to take whatever action is reasonably necessary to carry out any and all of the City's services in emergency situations, except where any of these rights are limited or abridged by provision of this Agreement.

- 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 union personnel.
- B. The Union shall defend, indemnify and hold the Employer harmless from any and all claims, demands, suits or any other form of liability arising out of this Section, including but not limited to any actions arising from or related to any agency shop provision, agency shop claims asserted by any employee, and claims or disputes over any employee opting out of membership in the Union. Further, such indemnification shall apply to damages that are sustained as result of procedural errors or because of reason of mistake of fact which was within the control of or responsibility of the Association.

Section 1.3: Non-Discrimination. The Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his race, color, creed, age, sex, nationality, religion or political belief, sexual orientation, gender identity, family medical history and genetic information, disability, marital status, height, or weight and other legally protected status nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Union

Section 1.4: In this Agreement, words in the masculine gender shall include masculine or feminine gender.

ARTICLE 2 – DISCIPLINE/GRIEVANCE PROCEDURE

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

Section 2.2: Grievance Steps. An employee who believes he has a grievance must submit his complaint in writing to his immediate non-unit supervisor within five (5) calendar days (Saturdays, Sundays and holidays excluded) after the occurrence of the event(s) 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 Human Resources within five (5) regularly scheduled working days (Saturdays, Sundays and holidays excluded) after the Chief gave the Union representative his Second Step answer. The Human Resources 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 Human Resources 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 Human Resources 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 Human Resources Director,

give written notice to the Director of Police and Fire Services and the Human Resources 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 Director of Police and Fire Services and the operational requirements of the department and shall be released to present testimony at the arbitration hearing.

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

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

ARTICLE 3 - DISCHARGE AND SUSPENSION CASES

Section 3.1: Discipline, Suspension, Reduction in Rank, Discharge. 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 Director of Police and Fire Services 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: Rate of Pay Upon Reinstatement. 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: Grievance Only Appeal Procedure. 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. 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: No Strikes or Lockouts. The Union agrees that during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid 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: Discipline for Strikes. 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: Seniority. 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 Union 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 unpaid non family and Medical Leave (FMLA), workers comp, or other similar medical leaves of absence over thirty (30) calendar days.

Section 5.2: Probationary Period. All new employees shall be probationary employees until they have actually worked 18 (eighteen) 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: Seniority List. 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: Loss of Seniority An employee's seniority and employment shall terminate:

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

- B. If following a layoff, he fails or refuses to notify the 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 Director of Police and Fire Services 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: Layoff and Bumping Procedure. 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 union 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. The Director of Police and Fire Services, in consultation with the City Manager, will provide advance notice to the union of any pending layoffs.

Section 5.6: Recall Procedure. 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 required certification(s) 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: Filling of Vacancies. 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 Human Resources Department.

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 Human Resources Department.

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 Promotion to Police Sergeant shall be determined by the Director of Police and Fire Services.
- 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 Director of Police and Fire Services shall, from the applicants who receive the five (5) highest weighted scores, select the applicant who shall be awarded the job, giving consideration to both weighted scores and past performance.
- E. 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 unless in the case where the employee works 12 hour shifts his probationary period shall be 18 months. 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: Temporary Assignment (out of Grade Pay) In any case when an employee is qualified for and is temporarily required, in writing by the Director of Police and Fire Services 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: Seniority Accumulation While Outside Unit. 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: Leave Day Selection. 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: Shift Cycle. 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 without pay to an employee who has completed his probationary period as follows:

- A. Director of Police and Fire Services may authorize an employee to be absent without pay and/or benefits for purposes to be deemed beneficial to the City services provided it does not exceed thirty (30) working days in any calendar year. If an employee is given authorized leave without pay, they may maintain their benefits if they continue to pay the employee share of the benefits.
- B. The City Manager may authorize an additional special leave of absence without pay for any period or periods not to exceed three (3) calendar months in any one calendar year for purposes 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 Director of Police and Fire Services, 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 Director of Police and Fire Services. 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 Director of Police and Fire Services determines that work is available which the employee can perform, as determined by a doctor, then the employee will report for said available work. The following shall also apply:

- 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 one thousand four hundred and 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: Pregnancy Leave. Upon the request of an employee, the Employer will grant a leave of absence to employees who become pregnant consistent with the Family Medical Leave Act.

Section 6.4: Military Leave Any employee who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces, including the Michigan National Guard, shall be entitled to such leave without any form of discrimination, and upon return shall be eligible for reinstatement as per the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Military Leave ACT, or any federal law or provision regarding military leave. Additionally, employees may be compensated with a "make up" provision (the differential amount between an employee's military pay and regular pay as bargaining unit member) for pay to be calculated upon what would be the employee's regular pay for normal shift up to a maximum of fifteen military days upon presentation of competent orders to fulfill any military obligation including weekend drills.

Section 6.5: Two hundred (200) hours annually 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 Director of Police and Fire Services. Approval may be denied in case of emergencies.

Section 6.6: Bereavement Leave. Employees shall receive the amount of pay they should have received on a regular eight (8) hour straight-time basis for time necessarily lost during their normal scheduled work week not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. For the purposes of this Section, immediate family shall be defined as an employee's current spouse, children, current step-children, parents, brother, sister, or current parents-in-law, grandparents and grandchildren, current grandparents in law, and current step family as indicated previously. 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: Jury Duty. 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.

A. 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.

- B. **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: Work Day, Work Week. The normal work day shall consist of twelve (12) or eight (8) hours per day consistent with the Letter of Understanding. 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: Overtime/Compensation Time Option. 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 Director of Police and Fire Services, 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 Director of Police and Fire Services, 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: Call In. 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.

Section 7.4: Overtime Work Requirements. 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 eighty-four (84) 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

See appendix A

Section 8.1: Uniforms and Plain Clothes. The uniform policy and allowance shall be for special unit employees and plainclothes employees as determined by the Director. Employees assigned to the detective bureau will be eligible for a maximum clothing allowance of \$800 annually for business attire on an as needed basis as determined by the Director. Employees assigned to undercover assignments will be eligible for a maximum of \$300 for plain clothes and \$500 for business attire on an as needed basis as determined by the Director.

The Employer shall reimburse, up to the amount of one hundred thirty dollars (\$130.00), the employees for an approved style of uniform boots or shoes. Employees in plain clothes or undercover assignments may use the shoe reimbursement for dress shoes or uniform shoes, but not both in the same contract year. This reimbursement shall be allowed one time per contract year as needed. This amount shall not be allowed to roll over to the following year if not used by the employee. 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.

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

Section 9.3: **Compensatory Time for Holidays.** 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: **Option to Work Holiday.** 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: **Scheduled Vacation Accrual.** Employees who have completed one (1) or more years of continuous service for the Employer since their last hiring date, shall be eligible for vacation with pay in accordance with the following schedule:

Years of Service	Annual Accrual*	Annual Carryover
Between 1 and up to 5 years	80 hours	Up to 40 hours
Between 5 and up to 7 years	96 hours	Up to 40 hours
Between 7 and up to 10 years	120 hours	Up to 80 hours

Between 10 and up to 15 years	144 hours	Up to 80 hours
Between 15 and up to 20 years	160 hours	Up to 80 hours
20 or more years	200 hours	Up to 80 hours

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

Section 10.3: Vacation leave Scheduling. The Director of Police and Fire Services 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 Director of Police and Fire Services. Vacation leave shall be granted giving preference to the classification within a given unit. In the event two (2) or more employees in the same classification in the same 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 10.4: Vacation Pay at Termination. If an employee with less than five (5) years of 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.

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.

Each full-time employee, their spouse, and eligible dependents shall be entitled to participate in a high deductible health care and if offered, any prescription drug plan provided by the Employer. Employees will share the cost of the deductible as follows: \$500 Employee/\$4,500 City for single or \$1,000 Employee/\$9,000 City for two person or family coverage. All employees shall pay 20% of the annual premium costs for medical plans (including prescription drug coverage).

However, effective July 1, 2015 all City employees shall be enrolled in an outcome based wellness program designed to improve the overall health of our employees while also reducing health insurance costs. The goal is to achieve a smoking free workforce. Unless an employee chooses to opt out of the program in exchange for paying a higher percentage of their healthcare premium, all employees shall receive a City paid test to determine the presence of nicotine (in all forms including E-cigarettes and chewing tobacco). The tests shall be administered between May and July of EACH calendar year. Upon receiving a positive test result (i.e. nicotine in your system), as well as those who choose to opt out, the employee shall be required to pay an additional 30% towards that year's health insurance premium. An Employer sponsored smoking cessation program will be provided to those choosing to do so but only within their first year after entering the program. Each employee will be reevaluated on an annual basis at which time their status may be adjusted; however, an opt-out employee may only be reconsidered every three (3) years, unless recommended by the Department Head and approved by the City Manager

The current annual cash in lieu of receiving City health insurance

Single	\$1,500
Two Person	\$1,850
Family	\$2,200

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.

Full Service Retirees:

All service members covered by this Agreement and who meet the requirements of a full service retirement, not deferred, will be offered the same health insurance as active employees but shall pay 20% of the annual premium costs of the medical plan selected (single, two person, family).

Non Full Service Retirees:

All non-service members covered by this Agreement shall contribute towards their health insurance premium the percent indicated below:

Retiree Premium Share

Duty disability retiree, must have at least 10 years of full time City service to be eligible for retiree health insurance	30%
Non-duty disability retiree must have at least 20 years of full time City of Jackson Police service to be eligible for retiree healthcare for a 25 year employee	50%
Non-duty disability retiree must have at least 25 years of full time City of Jackson Police service to be eligible for retiree healthcare for a 25 year and above year employee	45%

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 cease to be covered by the Employer's insurance because of his employment or his 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 spouse and dependent children may be continued on a payroll deduction basis if the spouse and/or dependent children are eligible to continue receiving pension benefits.

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

When an eligible retired employee or spouse reaches the age when he becomes eligible for Medicare coverage, he shall apply for said coverage and the City will provide access to Medicare supplemental insurance. The City will pay a maximum of \$250 per month for the retiree or \$450 per month for the eligible retiree and spouse,

or the city's actual cost to provide said insurance respectively, or the retiree may receive this stipend to purchase alternate coverage.

Section 11.3: Retiree Health Insurance – Employees Hired On/After July 1, 2012:

All employees Hired On/After July 1, 2012 will not be eligible for health insurance in retirement. Full time employees will participate in the Retiree Health Savings Plan (RHS) through a vendor determined by the Employer. The Employer and employee shall contribute annually to be the RHS plan according to the table below. 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.

Employer Contribution	Employee Contribution
\$2,750	\$600

Section 11.4: Life Insurance.

The Employer is entitled to select a provider for life insurance coverage for members of this unit. The Employer will provide all eligible regular full time employees with term life insurance equal to one (1) times their annual earnings, but in no case shall it be less than \$30,000 or more than \$125,000, and rounded to the next highest multiple of \$1,000. If the employee wishes to have additional life insurance coverage (up to a combined maximum of five (5) times annual salary or up to \$400,000) it shall be at their expense. The Employer will likewise provide for payment of five thousand (\$5,000) dollars accidental death benefit for any employee killed in the performance of his duties with the City of Jackson.

Section 11.5: Dental/Optical Reimbursement. 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: 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.

ARTICLE 12 – PENSION

Section 12.1: Duty Disability. An employee covered by the Agreement who is eligible for a duty-disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated as 66-2/3% of final average compensation. Subsequently, the retirement benefits will be provided in accordance with Public Act 345 (Policemen and Firemen Retirement Act).

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.

Section 12.2: Non-Duty Disability Pension Calculation. An employee covered by the Agreement who is eligible for a non-duty disability pension as otherwise provided by Act 345 shall receive a pension to age fifty-five (55) calculated at 2½% of final average compensation multiplied by years of service. Subsequently, the retirement benefits will be provided in accordance with Public Act 345 (Policemen and Firemen Retirement Act).

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 years (25) years of service, plus 1.0% of the average final compensation for service years in excess of twenty-five (25).

Section 12.3: Service Retiree Pension Calculation. All Union members eligible for membership in the Act 345 retirement shall come under the terms of said Retirement System providing they satisfy the following years of service and age requirements and the following table:

Hire Date	Years of Service	Age	Multiplier first 25 years of Service	Multiplier for years of service after 25 years	Pension Cap	Annuity Withdrawal	Final Average Compensation
On or before December 31, 1998	25	Any	2.9%	1.0%	71%	2.25% on contributions made on or before December 31, 2003 8% on all contributions made on or after January 1, 2004 Special Provision – anyone retiring in calendar years 2017, 2018, 2019, 2020, 2021 with a full service retirement will have their contributions discounted by 2.25% for all contributions	Final Average compensation shall be calculated based upon the average of the employees final 4 years of service Special Provision – deleted to accommodate extra years in AW section
After January 1, 1999 and before June 30, 2012	25	50	2.9%	1.0%	70%	5.5% on contributions made on or before December 31, 2003, and 8.25% on contributions made on or January 1, 2004	Final Average compensation shall be calculated based upon the average of the employees final 5 years of service
After July 1, 2012 and before June 30, 2016	28 years of service and 53 years of age		1.5%	1%	60%	8.25% on all contributions	Final Average compensation shall be calculated based upon the average of the employees final 6 years of service
After July 1, 2016	30 years of service and 54 years of age		1.5%	1%	60%	8.5% on all contributions	Final Average compensation shall be calculated based upon the average of the employees final 6 years of service

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.

Section 12.4: 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 12.5: Purchase of Cadet Officer Service Time) Cadets 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 12.6: Benefit for Disability Retiree's Surviving Spouse. 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 calculated at the time of retirement had the deceased employee taken a normal retirement. Except as altered by this Agreement and other agreements between the parties, the retirement benefits received in accordance with Act 345 of 1937 as last amended shall be provided in said Act.

Section 12.7: Purchase of Military Service Time. For any member wishing to retire as a service retiree with military buyback must pay to the City the actual cost as determined by the City's actuary of such military buyback. If the employee upon retirement elects the Employee Contribution Withdrawal Option, the employee contribution withdrawal shall be reduced by the amount paid by the employee for the military buyback option excluding any interest earned. The amounts used for this computation will be calculated by the Employer's actuary using the rate of assumed investment return for immediate annuities in effect on the date of retirement and based upon a 2.5 multiplier.

Total buyback of military time cannot exceed a total of five (5) years and shall not be counted towards their minimum service requirements to qualify for retirement but shall be included in their final average compensation. Prior service credit purchased for military service shall be for Act 345 retirement and pension purposes only, and shall have no effect on departmental seniority, vacation accrual or selection, shift selection, longevity step increases or other similar matters.

Section 12.8: Pension Multiplier and Employee Contribution.

Pre June 30, 2012 hires: member contributions shall be 12%.

Post July 1, 2012 Employees (Hybrid) member contributions shall be 6%

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 approved by the Director of Police and Fire Services.

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 and have elected the physical agility option, may take a physical agility test on an annual basis. The test will administered once per year.
- 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: Equipment. The Employer will provide for each employee, such protective devices and equipment as the Employer deems necessary for the safe performance of work.

Section 13.9: Tuition Reimbursement. 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 Director of Police and Fire Services 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 13.10: Report to Duty 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 13.11: Residency. The City will offer a \$250 a year residency allowance for bargaining unit employees who live inside of the City of Jackson limits. The residency allowance is paid for each consecutive 12 month period of City residency and full time City employment. Additionally, the allowance will be paid for each consecutive 12 month period of city residency and full time City employment and is paid the following month after the full year of residency and employment are established. The allowance is only payable to one (1) City employee per household per year.

Section 13.12: Invalid Provisions 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 13.13: Collective Bargaining The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in 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 13.14: Severability 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.

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 26th day of April, 2017 in Jackson, Michigan.

POLICE OFFICERS LABOR COUNCIL,
JACKSON NON-SUPERVISORY UNIT

Holly Rose
Holly Rose, President

Mike Galbreath
Mike Galbreath, Vice President

Marc W. Smith
Marc Smith, Representative

Dave Renteria
Dave Renteria, Representative

Mike Klimmer
Mike Klimmer, Representative

Greg Huggett
Greg Huggett, Representative

CITY OF JACKSON

William Shaw
Mayor

Andrew J. Wrozek
City Clerk

Patrick Suter
City Manager

Alan J. [Signature]
Director of Police and Fire Services

[Signature]
Assistant City Manager

Appendix A

SCHEDULE IV POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE JULY 1, 2016 - 2.50%

Class Grade	Pay Basis	BASE PAY 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	46,842	49,691	52,582	54,954	57,616	60,341	61,838	63,378	64,958
	Bi-Wkly	1,801.60	1,911.20	2,022.40	2,113.60	2,216.00	2,320.80	2,378.40	2,437.60	2,498.40
	Hourly	22.52	23.89	25.28	26.42	27.70	29.01	29.73	30.47	31.23
84	Annual	54,954	56,285	57,616	60,341	62,774	65,374	68,162	69,867	71,614
	Bi-Wkly	2,113.60	2,164.80	2,216.00	2,320.80	2,414.40	2,514.40	2,621.60	2,687.20	2,754.40
	Hourly	26.42	27.06	27.70	29.01	30.18	31.43	32.77	33.59	34.43

*Including one year at preceding rate

82 - Patrol Officer
84 - Detective

SCHEDULE IV
POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE JULY 1, 2017 - 2.75%

Class Grade	Pay Basis	BASE PAY 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	48,131	51,064	54,038	56,472	59,197	62,005	63,544	65,125	66,747
	Bi-Wkly	1,851.20	1,964.00	2,078.40	2,172.00	2,276.80	2,384.80	2,444.00	2,504.80	2,567.20
	Hourly	23.14	24.55	25.98	27.15	28.46	29.81	30.55	31.31	32.09
84	Annual	56,472	57,824	59,197	62,005	64,501	67,163	70,034	71,781	73,590
	Bi-Wkly	2,172.00	2,224.00	2,276.80	2,384.80	2,480.80	2,583.20	2,693.60	2,760.80	2,830.40
	Hourly	27.15	27.80	28.46	29.81	31.01	32.29	33.67	34.51	35.38

*Including one year at preceding rate

82 - Patrol Officer
84 - Detective

**SCHEDULE IV
POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit**

SALARY SCHEDULE

EFFECTIVE JULY 1, 2018 - 3.00%

Class Grade	Pay Basis	BASE PAY 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	49,566	52,603	55,661	58,157	60,965	63,856	65,458	67,080	68,744
	Bi-Wkly	1,906.40	2,023.20	2,140.80	2,236.80	2,344.80	2,456.00	2,517.60	2,580.00	2,644.00
	Hourly	23.83	25.29	26.76	27.96	29.31	30.70	31.47	32.25	33.05
84	Annual	58,157	59,550	60,965	63,856	66,435	69,181	72,134	73,944	75,795
	Bi-Wkly	2,236.80	2,290.40	2,344.80	2,456.00	2,555.20	2,660.80	2,774.40	2,844.00	2,915.20
	Hourly	27.96	28.63	29.31	30.70	31.94	33.26	34.68	35.55	36.44

*Including one year at preceding rate

82 - Patrol Officer
84 - Detective

**SCHEDULE IV
POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit**

SALARY SCHEDULE

EFFECTIVE JULY 1, 2019 - 3.00%

Class Grade	Pay Basis	BASE PAY 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	51,043	54,184	57,325	59,904	62,795	65,770	67,413	69,098	70,803
	Bi-Wkly	1,963.20	2,084.00	2,204.80	2,304.00	2,415.20	2,529.60	2,592.80	2,657.60	2,723.20
	Hourly	24.54	26.05	27.56	28.80	30.19	31.62	32.41	33.22	34.04
84	Annual	59,904	61,339	62,795	65,770	68,432	71,261	74,298	76,170	78,062
	Bi-Wkly	2,304.00	2,359.20	2,415.20	2,529.60	2,632.00	2,740.80	2,857.60	2,929.60	3,002.40
	Hourly	28.80	29.49	30.19	31.62	32.90	34.26	35.72	36.62	37.53

*Including one year at preceding rate

82 - Patrol Officer
84 - Detective

SCHEDULE IV
POLICE OFFICERS LABOR COUNCIL/Non-Supervisory Unit

SALARY SCHEDULE

EFFECTIVE JULY 1, 2020 - 3.50%

Class Grade	Pay Basis	BASE PAY 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	52,832	56,077	59,322	62,005	65,000	68,078	69,763	71,510	73,278
	Bi-Wkly	2,032.00	2,156.80	2,281.60	2,384.80	2,500.00	2,618.40	2,683.20	2,750.40	2,818.40
	Hourly	25.40	26.96	28.52	29.81	31.25	32.73	33.54	34.38	35.23
84	Annual	62,005	63,482	65,000	68,078	70,824	73,757	76,898	78,832	80,787
	Bi-Wkly	2,384.80	2,441.60	2,500.00	2,618.40	2,724.00	2,836.80	2,957.60	3,032.00	3,107.20
	Hourly	29.81	30.52	31.25	32.73	34.05	35.46	36.97	37.90	38.84

*Including one year at preceding rate

82 - Patrol Officer
84 - Detective

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.
 - (4) on a random basis and/or without notice.
- 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 Director of Police and Fire Services'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: _____

Patrick Burtch, City Manager
Date: _____

Edward Hillyer, Business Representative
Date: _____

Matthew Heins, Director of Police and
Fire Services
Date: _____

POLC-SUPERVISORY UNIT

Jonathan Greene, Director of
Human Resources

Adam Williams, President
Date: _____

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

Holly Rose, President

Patrick Burtch, City Manager

Greg Huggett, Business Representative

Jonathan Greene, Assistant City Manager

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