

# **AGREEMENT**

BETWEEN

THE

**CITY OF SPRINGFIELD**

-and-

**POLICE OFFICERS LABOR COUNCIL  
NON-SUPERVISORY UNIT**

July 1, 2009 through June 30, 2014

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**AGREEMENT**

THIS AGREEMENT is entered into between the City of Springfield, Michigan, and members of the Springfield Police Department possessing the rank of patrol officers or public safety officers who are represented in accordance with this Agreement by the Police Officers Labor Council, for the purpose of establishing wage rates, hours of employment, working conditions and other terms and conditions of employment in accordance with the Public Acts of the State of Michigan. Hereafter, the City of Springfield shall be referred to as the "Employer", and the Police Officers Labor Council shall be referred to as the "Union".

The parties agree that quality service and training is best achieved when advice and assistance is sought from all members of Springfield's professional safety service providers. To that end, each service will assist in the effective development of the other to the best of their ability.

**ARTICLE 1**  
**RECOGNITION**

1.0: Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive agent for the purposes of collective bargaining with respect to the rates of pay, hours of employment and other conditions of employment for all of the employees employed in the Department in the following described unit:

All Public Safety Officers and Patrol Officers below the rank of Sergeant employed in the Springfield Public Safety Department as regular full-time employees.

1.1: Other Agreements. The Employer shall not enter into any other agreements with employees in this bargaining unit individually or collectively, or with any other organization which in any way conflicts with the provisions hereof, nor may such other organizations represent any employee(s) with respect to wages, hours or conditions of employment, or in derogation to the exclusive bargaining agent of this Union.

**ARTICLE 2**  
**REPRESENTATIVES**

2.0: Bargaining Team. The bargaining team shall be elected by the Union and shall be limited to four (4). Of that number, two (2) shall be released for such purposes of bargaining when it occurs during their normal work shift without loss of time or pay. The other two (2) members may be non-local Union representatives selected by the Union. The Union shall furnish the Employer in writing the names of its collective bargaining team prior to the commencement of negotiations and any changes thereto, if necessary. If both members of the bargaining team are employed on the same work shift, only one (1) employee will be released to attend such bargaining sessions and an alternate will be selected to attend.

The bargaining team will be paid for their time spent in negotiations with the Employer in the event they are scheduled to work during the bargaining meeting. Said time shall be for only straight time hours they would otherwise have worked had they worked their regularly scheduled shift. The employee scheduled to work the day of a pre-arranged bargaining meeting shall be credited with the number of hours spent in bargaining as time worked during their tour on that day. No pay shall be paid to the employee who is not scheduled to work.

2.1: Steward and Alternate Stewards. Union employees shall select a Steward who shall be a regular employee who will represent them. Union employees on each shift may also select an Alternate Steward who shall be a regular employee working on that shift to represent them in the absence of the Steward. The Steward or Alternate Steward shall, during his/her working hours, without loss of time or pay in accordance with the terms of this Section, investigate and process grievances upon having received permission from their supervisor to do so. The supervisor shall grant permission within a reasonable time after the first hour of the shift for such Steward to leave his/her work for these purposes, subject to the necessary emergency exceptions. The privilege of such Union Stewards leaving work without loss of time or pay is subject to the understanding that only reasonable time will be devoted to the investigation and

processing of grievances and will not be abused. Any abuse of this time will result in disciplinary action by the Employer.

2.2: Visits by Union Representatives. The Employer agrees that accredited representatives of the Union shall have reasonable access to the premises of the Employer during regular business hours to conduct Union business. Such representatives shall give advance notice of their desired meeting to the supervisor concerned who will arrange a time and a place for the meeting.

2.3: Office Space. The Employer will, from time to time, make space available for use by the Steward.

### **ARTICLE 3**

#### **SECURITY AND CHECKOFF**

3.0: Non-Discrimination. The Employer and the Union agree that no employee or other person shall be subject to any discrimination in any manner or for any reason because of such Member's, or other person's, race, creed, color, sex, political affiliation or national origin. The Employer shall take steps to assure that employment assignments and promotions are given on a non-discriminatory basis. The Employer and the Union further agree not to discriminate against any employee because of membership in the Union.

3.1: Security. Employees covered by this Agreement, on the effective date hereof, shall, within thirty-one (31) days after the effective date hereof, become Union members in good standing as a condition of continued employment or shall cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as set forth by the Union.

3.2: Checkoff. The Employer agrees to deduct from the wages of each individual employee in the bargaining unit who voluntarily becomes a member of the Union, dues subject to the following subsections:

- A. The Union shall obtain from each of its members a completed checkoff authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof.
- B. All checkoff authorization forms shall be filed with the Employer's Finance Department who shall return any incomplete or incorrectly completed forms to the Union's treasurer and no checkoff shall be made until such deficiency has been corrected.
- C. All other employees covered under this Agreement shall have deducted from their wages a percentage of the membership dues which sum shall be less than one hundred percent (100%) of said dues and which sum shall accurately represent the amount for said employee due to the Union as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall include by way of example, but not by way of limitation, state, national or other dues or assessments or other amounts for Union activities. The fair share representation fee shall be subject to that amount which the Treasurer of the Union so notifies the Employer. This Section does not require any employee to pay any fees or dues which are related to political action, or other non-representational activities of the Union and does not require any employee to join or become a member of the Union. Under this Agreement and by law, employees are required only to pay the fees and dues outlined above as a condition of employment.
- D. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages

of employees as in accordance with this Section. Any change in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

- E. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the City Manager, and the amount owing the Union shall reflect accordingly with the next payment from the employee and due the Union.
- F. The Employer shall check-off only obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover the obligation, and will not be responsible for refund to the employee if he/**she** has duplicated a checkoff deduction by direct payment to the Union.
- G. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer's City Manager within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- H. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from any employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

**CHECKOFF AUTHORIZATION FORM**  
**POLICE OFFICERS LABOR COUNCIL**

I hereby request and authorize you to deduct from wages hereafter earned by me while in the City's employ, my Union dues of \$\_\_\_\_\_ per month or my fair share representation fee of \$\_\_\_\_\_ per month. The amount deducted shall be paid to the Treasurer of the Union according to the Agreement between the Employer and the Union.

This authorization shall remain in effect until by written notice to the Employer, as provided by the Agreement, I request its revocation.

---

(PLEASE PRINT) Last Name  
Middle Initial

First Name

Date Deduction to Start: \_\_\_\_\_

Month

Year

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address:

---

Street

---

City

State

Zip

Code

Employee's Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ARTICLE 4**  
**EMPLOYER RIGHTS**

4.0: Operation. The Union recognizes the prerogatives and responsibilities of the Employer to operate and manage its affairs in all respects in accordance with its powers, authorities and obligations to its citizens. The Union further recognizes that the Employer retains the right to:

- A. Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered.
- B. Hire and, assign, employees and accomplish reductions in work force.
- C. Permit employees not included in the bargaining unit to perform bargaining unit work functions in emergency situations when, in the opinion of management, this is necessary for the conduct of services.
- D. Discharge and discipline employees with seniority for just cause.
- E. Adopt, revise and enforce reasonable rules and regulations, policies and procedures.
- F. Transfer or promote, employees from one classification, or shift to another.

4.1: Enforcement. Rules, regulations, policies and procedures concerning the management of the Employer of the terms of this Agreement and any other such policy or procedure which shall affect the rates of pay, wages, hours of employment or other conditions of employment of the employees covered hereby shall be subject to the grievance procedure as set forth herein.

**ARTICLE 5**  
**UNION AND EMPLOYEE RIGHTS**

5.0: Bulletin Boards. The Employer will provide a bulletin board in the Police Department which may be used by the Union for posting notices limited to:

- A. Notices of Union recreational or social events.

- B. Notices of Union election and results.
- C. Notices of Union meetings and results.
- D. Official Union communications.
- E. Official social communications.
- F. Other information which is not derogatory to the Employer or its administration.

5.1: Personnel Files. Employee police personnel files shall be kept under the direct control of the Employer. The Employer shall not allow anyone other than those responsible for police department operations and/or administration to read, view, have a copy of, or in any way peruse in whole or in part the personnel file or any document which may become a part of these except as otherwise required by law.

An employee by right may review his/her own personnel file as to its content, except background investigation and the files relative to an active internal affairs investigation in progress. All requests to review personnel files shall be upon written request to the Director of Public Safety.

Employees will be given a copy of any counseling memorandum, written record of a verbal warning, or other disciplinary record at the time any such written document is entered into an employee's personnel file. An employee receiving such a document may respond as provided by law.

5.2: Special Meetings. The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon written request by either party. The written request will be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. The discussion shall be limited to the matters set forth on the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days from receipt of the written request and shall be held between 8:00 a.m. and 5:00

p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented at special meetings by not more than three (3) persons.

The Union may meet at a place designated by the Employer on the Employer's property for a period not to exceed one-half ( $\frac{1}{2}$ ) hour immediately preceding a meeting for which a written request has been made. Employee representatives of the Union shall be paid by the Employer for their time spent in special meetings, but only for straight time hours they would otherwise have worked on their regularly scheduled shift.

5.3: Provisions for Legal Counsel. Whenever any claims are made or legal action is taken against any employee for any injuries to person(s) or property caused by the acts of the employee while acting within the scope of his/her authority, the Employer will pay for, engage in, or furnish the services of an attorney to represent such employee. Said legal counsel to be determined by the Employer.

However, the Employer shall not retain, engage or furnish an attorney to represent any employee for any injuries to person(s) or property caused by acts of the employee while engaged in intentional torts contrary to law or while working in the employ of a person or corporation other than the City of Springfield.

5.4: Financial Disclosure. A law enforcement officer shall not be required or requested to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditures, including those of a member of his/her immediate family or household, unless the information is necessary to investigate a possible conflict of interest with respect to the performance of his/her official duties or unless ordered by a court of law.

**ARTICLE 6**  
**DISCIPLINE**

6.0: Discipline is primarily the responsibility of the first line supervisor and is intended to be positive or developmental rather than a negative or punishing procedure.

Disciplinary action includes all forms of discipline up to and including discharge.

Although the principles of corrective discipline and progressive punishment are generally applied, the Employer reserves the right to implement immediate discharge if the offense is of such a nature to warrant such.

All disciplinary action taken against an employee with seniority shall be for just cause.

6.1: Whenever disciplinary action is taken against an officer with seniority, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

6.2: Employees with seniority shall be permitted the presence of a Union Steward if they so request at the time disciplinary action is initiated against the employee.

6.3: In the event an employee with seniority is disciplined or discharged and he/she believes he/she has been unjustly disciplined or discharged, such shall constitute a case arising under the grievance procedure.

6.4: An employee with seniority against whom charges have been made may be represented at any hearing by the Steward or another Union representative. The City may be represented at such hearing by the representative of its choice.

6.5: The Employer shall have the right to use past discipline of up to twenty-four (24) months old when administering discipline on a current charge.

6.6: In the event it should be decided under the grievance procedure that the employee was unjustly disciplined, the Employer shall reinstate such employee and pay full compensation, partial or no compensation. If any back pay is due, it shall be at the employee's regular rate of pay at the time of such discipline less any compensation earned or unemployment benefits received by the employee during the period of time he/she was off work due to discipline.

6.7: Probationary employees shall not be entitled to benefits and procedures herein provided in cases of disciplinary action.

## **ARTICLE 7**

### **GRIEVANCE PROCESSING**

7.0: Definition of Grievance. For the purpose of this agreement, "grievance" means any dispute regarding the meaning, interpretation or alleged violation of the terms and provisions of this agreement. For the purpose of the grievance procedure, "days" shall be defined as Monday through Friday, excluding Saturday, Sunday and holidays.

7.1: Informal Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

7.2: Timely Action. Grievances shall be presented promptly and in all cases, no later than five (5) days from the time the employee should have reasonably known that he/she had grounds for a grievance. The immediate supervisor, command officers and reviewing officers shall consider promptly all

grievances presented to them within the scope of their authority and take such timely action as is required.

7.3: Format and Processing Steps.

Step 1. All grievances shall first be discussed orally with the grievant's immediate supervisor, and if the matter is not resolved by discussion, the grievant shall meet with the Director of Public Safety or his/her designee and orally discuss the grievance. The grievant may have a Steward present during these discussions.

Step 2. If the grievance is not resolved in Step 1 and the employee wishes to carry it further, he/she must reduce the grievance to writing and present it to the Director of Public Safety or his/her designee within five (5) days after the answer in Step 1. The grievance shall be dated and signed by the aggrieved employee and/or his/her steward and shall set forth the facts, including dates and provisions of the agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Director of Public Safety or his/her designee receives the written grievance. At the time it is received, it shall be dated and a copy returned to the Union. A meeting will be arranged by the Union representative and the Director or his/her designee to discuss the grievance. The Director or his/her designee will then answer the grievance in writing within five (5) days from the date of the meeting at which the grievance was discussed.

Step 3. If the answer to Step 2 is unsatisfactory to the Union, the grievant and the Union may, within three (3) days from receipt of the Step 2 answer, appeal the matter to the City Manager or his/her designee. This appeal must be signed by the grievant and the Steward. The City Manager or his/her designee shall, within ten (10) days of the receipt of this appeal, schedule a meeting to hear the dispute and render a written decision. This meeting shall be with the Union bargaining committee which shall, at the option of the Union, include or not include the bargaining team's non-local Union representative or other persons as deemed necessary and such other persons as the City Manager or his/her designee may feel necessary to obtain full information upon which to render his/her decision. Within five (5) days after the hearing the City Manager or his/her designee shall present his/her written answer to the Steward or Alternate Steward. Any decision rendered by the City Manager or his/her

designee that is satisfactory to the Union shall be final and binding on all concerned, including the Union, the grievant, the bargaining unit and the Employer.

Step 4. In the event that the answer provided in Step 3 is not satisfactory to the Union, the Union may submit a demand for arbitration within twenty (20) days in accordance with the procedures of the Federal Mediation and Conciliation Service (FMCS). An arbitrator shall be selected from a panel of seven (7) names submitted by the FMCS. The parties shall alternately strike names from the list with a right of first strike being decided by the flip of a coin. The last remaining name shall be the arbitrator. It shall be the responsibility of the Union to notify the arbitrator of the selection. The arbitration shall be conducted in accordance with the rules of the FMCS. The arbitrator shall render his/her decision within thirty (30) days of submission of briefs, or within thirty (30) days of the close of hearing if briefs are waived by both parties.

7.4: Powers of the Arbitrator. The arbitrator shall have no power to amend, add to, ignore, change, or modify the provisions of this agreement or the written rules and regulations of the Department or of the Employer, and the arbitrator's decision shall be limited to the application or interpretation of the above and to the specific issue presented to him/her. No decision of the arbitrator shall contain a retroactive liability beyond the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedy he/she considers appropriate to the circumstances. The arbitrator shall render his/her decision in writing as soon after the hearing as possible, and the fees and expenses of the arbitrator shall be borne equally between the parties hereto. The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employee(s) involved, the Employer and its officials, including the Director of Public Safety, the City Manager, and their designated representatives.

7.5: Rules of Grievance Processing. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any

grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step of the grievance procedure; the time limit to run from the date when the time for disposition expired. In the event that a grievance is not timely filed or appealed within the time limits prescribed in this agreement, no grievance shall be deemed to have existed or as the case may be, shall be considered as settled on the basis of the Employer's last answer.

The time limits at any step of the grievance procedure may be extended only by a written mutual agreement between the Employer and the Union.

The parties agree that the grievance procedure is intended to resolve disputes regarding the agreement. In the event that an employee elects to pursue a remedy through any other forum then he/she shall be deemed to have waived his/her rights to the grievance procedure.

There shall be no appeal from an arbitrator's decision made in accordance with his/her authority granted herein.

7.6: Expedited Grievances. Grievances involving discharge, discipline, or suspension may be commenced at the Step 3 level of the grievance procedure.

7.7: Individual Grievances. Notwithstanding any other provisions herein, individual employees may present their own grievance to the Employer and have them adjusted without the intervention of the Steward or Union officers. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union. If an individual settles his/her own grievance, the settlement shall be binding only upon the employee concerned and it shall not set precedent or be binding upon the Union or any other member of the Union.

7.8: Grievance Form. The grievance form shall be used in filing a grievance. One copy of the form shall be the property of the employee filing the

grievance. When filing a grievance, the Union, the Employer and the employee will be required to submit all available information and defenses at each step of the grievance procedure.

The Employer and the Union shall agree on a grievance form if one is not already in use. Once such agreement is reached on the form and provided by the Union and employees as requested, this form shall be used exclusively in filing grievances.

7.9: Consolidated Grievances. The parties may, by mutual consent in writing, agree that grievances be consolidated for settlement and/or arbitration. If any grievance is consolidated, the decision shall apply to all employees involved.

## **ARTICLE 8**

### **STRIKES AND ILLEGAL ACTIVITIES**

8.0: The parties to the Agreement mutually recognize that the services performed by employees covered herein are services essential to the public health, safety, and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere with the services of the City as long as this contract is in force.

8.1: Any employee who engages in any activity prohibited by Section 8.0 shall be subject to such disciplinary action as the Employer deems appropriate, up to and including discharge.

## ARTICLE 9

### **WORK SCHEDULES AND PROCEDURES**

9.0: Workweek. The scheduled duty day shall be twelve (12) consecutive hours and the work week shall be forty-two (42) hours. Normally, the hours of shifts shall be 6 a.m. to 6 p.m. and 6 p.m. to 6 a.m.

9.1: Work Schedule. A shift schedule shall be posted indicating the normal work day of every bargaining unit employee of the department.

- A. Definitions: [1] "Shift" shall mean a period of twelve (12) consecutive hours during each scheduled duty day; [2] "Rotation" shall mean the four (4) months worked on a shift.
- B. Shifts will be rebid by employees every four (4) months. The implementation will occur during the first week of January, May and September.
- C. The Director of Public Safety shall establish the hours of shifts and the number of platoons allocated for each shift. Probationary officers may be assigned to any shift/platoon in the sole discretion of the Director.
- D. Officers shall submit bids for their shift/platoon preference by seniority, no later than twenty (20) calendar days prior to the end of the rotation.
- E. Rotation Limitation: [1] An officer may elect to bid two (2) rotations (eight consecutive months) on the same shift/platoon; [2] After working two (2) consecutive rotations an officer must rotate to a different shift or platoon; [3] A maximum of eight months during a calendar year may be spent on the same shift or platoon. The Director, in his/her sole discretion, may permit an employee to work more than eight (8) consecutive months on the same shift or platoon. The Director's grant or denial of any request to remain on the same shift or

platoon in excess of eight (8) consecutive months shall not be subject to the Grievance Procedure.

- F. The schedule shall be posted at least fourteen (14) calendar days prior to implementation.
- G. Requests for exchanges of shifts or platoons by officers may be granted at the discretion of the Director of Public Safety when presented in writing and may not exceed twenty (20) working days for the duration of the shift or platoon.
- H. Changes in the posted work schedule may be made by the Director of Public Safety to meet special needs of the department, emergency situations, or by mutual agreement between the Director of Public Safety and the Union.

9.2: Overtime. Overtime is defined as work performed by an officer in excess of twelve (12) hours worked in a twenty-four (24) hour consecutive period. All employees who work in excess of the regular scheduled work days or scheduled work hours shall be eligible for overtime pay or compensatory time as outlined below, subject to the following limitations:

- A. If an officer voluntarily switches shifts, the above provisions for those involved in the "voluntary shift" shall not apply.
- B. The above provisions shall not apply during schedule changes provided the officer shall not work more than eighteen (18) hours in a twenty four (24) hour period or eighteen (18) hours in a row. If such were to occur, all time in excess of twelve (12) hours shall be at time and one-half (1½) rate. This exception shall apply only for that twenty-four (24) hour period involved in the schedule change.
- C. Overtime shall include the signing of complaints and meetings with prosecuting officials. Overtime shall also

be paid when an employee is required to return to work for any meetings or discussions with the administration of the City or the Police Department when ordered to do so by the Director of Public Safety, city officials or their representatives.

- D. Officers shall receive time and one-half (1½) their regular rate of pay for overtime.

9.3: Overtime Equalization.

- A. Overtime hours shall be divided as equally as practicable among all patrol officers. An up-to-date list showing overtime hours and seniority dates will be posted in the Department.

- B. Overtime that is to be worked will be given to the employee with the least amount of overtime and whether the employee works the overtime or refuses to work the overtime, the next officer with the least amount of overtime will be asked and the process will continue in this manner. This process shall be cumulative over the fiscal year. When the first officer is called for overtime and he/she refuses, he/she shall be required to return a call to the station within thirty (30) minutes. Overtime for probationary employees shall be at the discretion of the Director of Public Safety. An employee may, by verbal or written communication with the Director of Public Safety, remove himself/herself from this procedure with the understanding that if all other employees had been called and refused to work, if the employee is the low officer on the list, the employee may be ordered in. The Employer shall not be required to equalize overtime when special assignments are made which require overtime to be worked contiguous with an employee's regular shift or the employee possesses sp

- C. When covering shift strength for over two (2) hours, an officer shall be called to replace an officer per the equalization of overtime list. When covering shift strength

for two (2) hours or less, on duty personnel will first be offered the overtime opportunity before calling others.

- D. When a command officer is not on duty on a given shift, the officer possessing the greater seniority who works the shift shall receive the acting sergeant's pay.
- E. Any time a shift is without a command officer, the City may, in its discretion, call in a command officer for that shift.

9.4: Callback. An employee who is called back to work at any time other than his/her regularly scheduled shift will, except as otherwise provided, be compensated for a minimum of three (3) hours overtime. The three (3) hour minimum call back payment shall not apply when an employee is called in less than two (2) hours prior to the start of the employee's regular shift and/or the employee is held over to perform work following the end of his/her normal shift, including appearances in Court. Work performed contiguous to an employee's regular shift shall not be subject to the minimum call back provision.

9.5: Rest Periods. Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. A rest period is intended to be a recess to be preceded and followed by an extended work period, thus it may not be used to cover an employee's late arrival to work or early departure.

9.6: Meal Breaks. In each regular shift, each patrol officer will receive a one-half (½) hour paid meal break.

9.7: Compensatory Time in Lieu of Overtime Pay.

- A. Officers may receive compensatory time in lieu of overtime, at time and one-half (1½).

B. Compensatory time shall be subject to the following guidelines:

1. Compensatory time can be taken at any time that is mutually convenient with the Employer and requesting employee. The Employer shall be entitled to revoke previously approved compensatory time off.
2. No compensatory time shall be granted or taken when the payment of overtime pay for replacement is necessary.
3. Compensatory time shall be taken within six (6) months of the time in which it was earned unless permission is granted by the Director of Public Safety to take said time at another mutually agreeable time.
4. Compensatory time shall be accumulated to not more than eighty-four (84) hours. When said eighty-four (84) hours is reached, a voucher shall be forwarded to the Finance Department for full payment of the hours and the employee shall begin his/her time again, except that the employee must present all hours of accumulated compensatory time to the Finance Department prior to June 30. An employee may elect to carry over eighty-four (84) hours from one fiscal year to another.
5. If the employee chooses to accept pay for his/her accumulated time, although the eighty-four (84) hours has not been reached, the employee need only notify the Finance Department through the Director of Public Safety and the employee shall be paid for said hours.
6. The option of compensatory time in lieu of overtime pay is unavailable for employees working a holiday. Employees will be paid overtime for working on the holiday.
7. Upon resignation, dismissal or retirement of any employee from the Department, all accumulated compensatory time shall be paid to the employee. In the case of a deceased

employee, his/her accumulated compensatory time shall be paid to the spouse or estate.

**ARTICLE 10**  
**FRINGE BENEFITS**

10.0: Member Death. For the purpose of this Agreement, the death of an employee shall be considered as a termination of employment and subject to all conditions such termination of employment as stipulated elsewhere in this Agreement; provided, however, that all allowances and other benefits due such employee shall be paid to the employee's beneficiary. Where such employee has no named beneficiary, payment shall be made to the deceased employee's estate.

10.1: Personal Property Damage. Any claim filed with the Director of Public Safety for personal property lost or damaged in the line of duty and not reusable may be the topic of a special meeting as provided for in Section 5.3 of this Agreement, should the Director of Public Safety feel the claim is unjust.

10.2: Workers' Compensation. The Employer shall, for a period not to exceed thirty nine (39) weeks, supplement without charge to sick leave or vacation, Workers' Compensation benefits for the employees injured on the job by the difference between Workers' Compensation benefits and the employee's net weekly take home pay, excluding overtime. In the event an employee receives sick leave compensation and subsequently such employee is awarded Workers' Compensation for the same period of time, the employee shall reimburse the Employer for such amounts received as sick leave compensation and the Employer shall credit the employee's sick leave account with the number of days so used as sick leave.

10.3: Liability Insurance. The Employer shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employee from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his/her course of duty, and shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgment is rendered against him/her, it shall be satisfied to the extent of the insurance coverage.

Should the Employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to be a self-insurer, and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

10.4: Life Insurance. The Employer shall furnish life insurance on the employees covered by this Agreement with death benefits of thirty thousand dollars (\$30,000.00) with double indemnity and provide a five thousand dollar (\$5,000.00) life insurance policy to all retired officers at no cost to the officer. Any employee hired after **July 19, 2006** will be ineligible for the \$5,000 life insurance policy at retirement.

10.5: Hospitalization.

A. The Employer agrees to pay one-hundred percent (100%) of the premium for medical and prescription coverage for the following two plans, with employees being responsible for 100% of the dental and vision coverage costs:

1. **Plan #1:** MERS Premier Health Plan 8 with \$10 office/chiropractic, \$50 emergency room visit co-payment, MERS Prescription Drug Plan 5 with a \$10 generic/\$20

formulary/\$40 non-formulary brand name co-payment, MOPD 2x., MERS Dental Plan D, and MERS Vision Plan D (or comparable).

2. **Plan #2:** MERS Premier Health Plan 6 with \$10 office/chiropractic, \$50 emergency room visit co-payment, MERS Prescription Drug Plan 5 with a \$10 generic/\$20 formulary/\$40 non-formulary brand name co-payment, MOPD 2x., MERS Dental Plan D, and MERS Vision Plan D (or comparable).

Employees shall have an option to select one of the two available plans, or select partial coverage or no coverage.

The Employer reserves the right to substitute another carrier, provided, the coverage is comparable. Each employee eligible for health care coverage shall pay 50% co-payment for the cost of family continuation coverage, if any such cost is charged by the insurance provider, through payroll deduction.

B. Employees agree to provide payment to the City, through payroll deduction, per the following schedule on a weekly amount:

Plan #1 - MERS Premier Health Plan 8, MERS Prescription Drug Plan 5

<u>Coverage</u>	<u>7-1-09</u>	<u>7-1-10</u>	<u>7-1-11</u>	<u>7-1-12</u>	<u>7-1-13</u>
Single \$5.00	\$5.00	\$5.00	\$5.00		\$5.00
Couple \$13.00	\$5.00	\$5.00	\$8.00	\$13.00	
S Parent \$13.00	\$5.00	\$5.00	\$8.00		\$13.00
Family \$20.00	\$5.00	\$5.00	\$15.00	\$20.00	

Plan #2 - MERS Premier Health Plan 6, MERS Prescription Drug Plan 5

<u>Coverage</u> <u>7-1-13</u>	<u>7-1-09</u>	<u>7-1-10</u>	<u>7-1-11</u>	<u>7-1-12</u>
Single \$25.00	\$15.00	\$15.00	\$15.00	\$25.00
Couple \$30.00	\$15.00	\$15.00	\$20.00	\$30.00
S Parent \$30.00	\$15.00	\$15.00	\$20.00	\$30.00
Family \$40.00	\$15.00	\$15.00	\$25.00	\$40.00

- C. In the event that the Federal Government provides nationalized medical, dental, and/or vision insurance, the parties agree to meet and discuss the impact and possible changes or options to the City's healthcare plan.
- D. While an employee is laid off, the Employer agrees to continue to fund the Employer's portion of the medical, dental, and vision premiums in affect at the time the layoff commences, for a period not to exceed six (6) months. In order to be eligible, an employee must have at least two (2) years of seniority.
- E. Any employee electing family continuation coverage shall pay fifty percent (50%) of the additional cost between the one or two person premium rate and the necessary step up rate to include a dependent child nineteen (19) years of age or older. Payment will be made through payroll deduction. In order for any child nineteen (19) years of age or older to continue on the Employer's health insurance plan, he/she must be enrolled in a college or university, maintain full-time status as a student, maintain a 2.0 grade point average (on a 4.0 scale), and meet any other eligibility requirements employed by the Employer's health insurance provider.
- F. Any Employee that can demonstrate the ability to obtain medical, dental, and vision insurance from any other source, may elect to decline the Employer's plan. Any employee who declines to

participate in the Employer's plan shall be paid the corresponding insurance deferral payments:

<b>Weekly</b>	
<b><u>Insurance Eligibility Payment</u></b>	<b><u>Acceptance</u></b>
Single Employee \$50.00	No Coverage
Employee/Spouse Coverage \$100.00	No Coverage
Employee/Spouse Coverage \$50.00	Single Coverage
Single Parent Coverage \$100.00	No Coverage
Single Parent Coverage \$50.00	Single Coverage
Family Coverage \$125.00	No Coverage
Family Coverage \$50.00	Single Parent Coverage
Family Coverage \$50.00	Employee/Spouse Coverage
Family Coverage \$125.00	Single Coverage

Any employee who defers the Employer's medical insurance shall be required to provide proof of coverage from another insurance provider. An employee's ability to join the Employer's medical insurance plan following a period of deferral shall be subject to the open enrollment requirements of the City's insurance provider.

- G. The Employer agrees to allow retired members of the bargaining unit to continue in the group health insurance plan of the City. Provided, that the Employer shall contribute toward the premium for the retiree as a single person, at the rate in effect at the time the employee retires. The retiree shall make up the difference between the City's capped contribution rate and the monthly premium cost. Such group insurance shall cease upon the retiree obtaining employment elsewhere which provides a health

care plan to its employees. The retiree may also include his/her spouse and dependent children (under the age of nineteen [19] years) provided the retiree pays the premium for such spouse and dependent so covered. It is also agreed that there is no reinstatement right if coverage under the City's plan ceases. At such time as a retiree is eligible to enroll in Medicare, as provided by Federal law, the employee, if a member of the City's insurance group shall enroll with the group insurance becoming supplemental to Medicare. The City will pay the premium for the supplement subject to the respective Retiree's Capped Premium Rate provided for above.

- H. The City will sponsor a dental and vision group provided that a sufficient number of employees agree to participate in the plan and further provided that the participants pay their own premium.

10.6: Retirement. The Employer will continue the Municipal Employees Retirement System of Michigan (MERS) Non-Traditional plan with a 3.0% multiplier, 80% maximum, 10 year vesting FAC-5 and 25 years of credited service requirement for normal retirement. All assets attributable to any employee and the Employer in the P.A. 345 plan shall be rolled over into the MERS plan. Employees shall contribute 7% of salary toward the cost of the MERS plan.

10.7: Educational Benefits. An employee may request reimbursement for educational courses directly related to their employment with the City of Springfield. Reimbursement will be limited to a maximum of \$500 per semester. In order for an employee to be eligible for reimbursement, he/she must have the proposed course of study approved by the City Manager and Public Safety Director in advance of enrollment and thereafter obtain a passing grade of "C", or 2.0 on a 4.0 scale, or better.

**ARTICLE 11**  
**LAYOFF AND RECALL**

11.0: Definition of Layoff. Layoff shall mean the separation of employee from the active work force.

11.1: Order of Layoff. No regular or probationary full-time employee within the Union shall be laid off from their position in the Department while any fire fighter, temporary or part-time officer is serving in the Department. Except as provided above, layoff of full-time bargaining unit employees of regular or probationary status shall be in inverse order of seniority, last in, first out. No fully cross-trained public safety officer shall be laid off while any other member in the bargaining unit holding a different classification is still employed.

11.2: Layoff and Recall.

- A. Notice of Layoff. Employees to be laid off shall be given at least fourteen (14) calendar days prior notice in writing. Such notice of layoff shall be given to the Union at the same time as the affected employee(s).

The Employer and the Union agree to meet, prior to any employees being laid off, for the purpose of discussing alternatives to such layoff.

- B. Notice of Recall. Employees to be recalled from layoff shall be given written notice by certified mail to their last known address, return receipt requested. Notification shall be ten (10) calendar days prior notice in which the employee is requested to return to work.

Employees shall be recalled in inverse order of layoff. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time limits allowed, shall be presumed to have resigned and their names shall be removed from the seniority list.

11.3: Benefit Continuation. Employees who are on layoff shall have their insurance and hospitalization continued by the Employer for a period of six (6) months after the employee has been laid off only if the employee has accumulated one (1) year or more seniority; provided the employee makes the necessary contribution toward said coverage.

11.4: Voluntary Layoff. When faced with a layoff, the Employer may, prior to the enactment of the above provisions, solicit voluntary layoffs by seniority from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty, at the time of the solicitation, the length of such layoff. If any employee should volunteer for such layoff for the time specified by the Employer, and the layoff should extend beyond the time period so specified, the employee(s) in question shall be recalled and if necessary, layoff activities will proceed in the manner outlined above.

If the Employer does not secure any layoff by voluntary action, the above provisions will apply.

## **ARTICLE 12**

### **PROBATION**

12.0: When a new employee is hired in the unit, he/she shall be considered as a probationary employee for the first twelve (12) months of his/her continuous, regular, full-time employment. The Union shall represent probationary employees for all purposes including but not limited to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. Probationary employees shall be at-will and may be disciplined, discharged or laid off with or without cause.

**ARTICLE 13**  
**LEAVES OF ABSENCE**

13.0: Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Request for personal leave of absence shall be in writing and shall be signed by the employee and given to the Director of Public Safety . Such request shall state the reasons for the leave. Approval from the Director of Public Safety and the City Manager shall be in writing.

Education leave may be granted without pay. Seniority and benefits will be reinstated upon return to work.

Any employee who misrepresents the facts may be subject to discharge.

13.1: Union Leave. The Employer will grant leaves of absence with pay to the Local Steward or Alternate for up to three (3) days each calendar year to attend POLC sanctioned seminars and/or delegates meetings.

13.2: Sickness and Accident Leave. Sickness and accident leave is the granting of leave pay to an employee for sickness or related causes. It is an insurance-type benefit provided by the Employer to all full-time regular bargaining unit members who have successfully completed their probationary period and shall be used in accordance with the following provisions:

A. Casual.

Sick leave absences of less than four (4) days duration shall be paid to an employee without the need of a doctor's certificate. Such absences should not exceed six (6) such days in any fiscal year (July 1 - June 30). Such days shall be prorated at the conclusion of the first six (6) months of service based on the number of months left in the fiscal year. Such "casual" sick days in excess of six (6) in a fiscal year shall not be paid for by the Employer.

Each July, employees who have accumulated unused casual sick leave days must exercise one of the following options:

- (1) Receive pay at their regular rate of pay for 50% of any unused casual sick leave, or
- (2) Replenish the long-term sick leave bank with unused casual sick leave days and/or unused compensatory time in increments of no less than twelve (12) hours. In no event will the long term sick leave bank exceed one hundred twenty (120) days.

B. Long-term.

Each employee, after successfully completing their probationary period, will have credited to their account a one-time sick leave bank of one hundred twenty (120) days. This bank can only be used for the employee's personal illness or injury resulting in an absence from work of four (4) or more consecutive work days and only so long as the employee provides satisfactory medical evidence to the Employer at such times as the Employer requests. The Employer shall have the right to have an employee claiming benefits under this provision examined by its own experts. If there is disagreement between the employee's physicians and the Employer's experts, the opinion of a third expert will be secured at the expense of the Employer and the parties agree to be bound by such opinion.

- C. Sickness and accident benefits will not be paid for any day for which an employee receives holiday pay or worker's disability compensation benefits.
- D. There shall be no pay-out at separation from employment for any unused casual or long-term sick leave.
- E. An eligible employee may utilize casual sick leave to attend to the serious illness or injury occurring to a member of the employee's household.

13.3: Funeral Leave. Upon approval of the Director of Public Safety, leave shall be given to attend the funeral or attend to the personal family matters when death occurs in the employee's immediate family for a period not to exceed three (3) days. If additional time is necessary for a death in the immediate family, it may be granted upon the permission of the Director of Public Safety and the absence will be deducted from an employee's unused vacation, personal leave or floating holiday. Immediate family is defined as: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents or grandchildren.

13.4: Military Leave. Any regular employee who enters active service of the Armed Forces of the United States or in the Michigan National Guard or Armed Forces Reserve, shall receive a leave of absence for a period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided he/she satisfies the eligibility requirements established under this Agreement.

Any regular employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the commanding officer. Such employee shall be paid by the Employer the difference between the amount received for such training and the employee's regular salary or wage.

Any regular employee who is called out on emergency duty by any of the established Armed Forces Reserve Training units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the Employer the difference between the amount the employee receives for such duty and his/her regular salary or wage for a period not to exceed five (5) days.

13.5: Vacation Leave. All regular, full-time employees shall receive a vacation allowance as set forth in the following plan:

<b>Years of Service</b>	<b>Annual Allowance</b>
1 year through 5 years	84 hours vacation
6 years through 10 years	126 hours vacation
11 years and above	168 hours vacation

An employee, with approval of the Director of Public Safety, may take his/her vacation at any time during the course of the year as long as it conforms with the requirements of the Department. Vacation leave shall be granted at such times as they least interfere with the efficient operation of the Department.

To be eligible for vacation an employee must have completed one full year of full-time service with the City and thereafter must have completed each additional year of full-time service to be eligible for the various increments specified above.

Vacation leaves shall be granted to eligible employees upon written request. Vacation requests submitted between January 1 and March 1 of each year shall be granted and posted by seniority. Vacation requests submitted after March 1 of each year shall be granted and posted on a first come, first serve basis. Employees will make every effort to submit requests for vacation 21 days in advance of time requested.

An employee will be paid for the vacation period on the basis of the employee's rate of pay at the time the employee takes vacation.

An approved paid leave of absence will not be counted as a break in the employee's service record when determining vacation allowance under the progressive vacation plan.

Employees shall receive payment for accrued but unused vacation upon termination of their employment with the Employer for any reason.

13.6: Personal Leave Days. Three (3) personal leave days with pay shall be granted annually to each full-time continuous employee on the employment rolls as of July 1, for the purpose of attending to or caring for personal matters during the course of the calendar year commencing on such date. The personal leave days or fraction thereof credited to each full-time continuous employee shall be utilized and charged to him/her in increments of not less than two (2) full hours. Personal leave days may be attached to vacation time to extend such vacation. In order to utilize this, the employee shall so state that he/she wishes to use his/her personal leave days with his/her vacation when the request for vacation is made in conformance with Section 13.5. No carryover of unused personal leave days credit from one (1) fiscal year to the next fiscal year shall be allowed.

The employee shall obtain the approval of their supervisor prior to being absent for all, or any part of, the personal leave day.

13.7: Administrative Leave. Regardless of other limitations of contract or regulations, the Director of Public Safety, with the approval of the City Manager, shall have the right to place any employee subject to this contract on administrative leave for an indefinite period of time. The Director of Public Safety shall determine that such administrative leave is in the best interest of the employee, the Department, or the Employer. Written notice setting forth the reason for the leave shall be given to the employee in ten (10) working days.

**ARTICLE 14**

**HOLIDAYS**

14.0: The following holidays are designated by the Employer:

Holidays
New Year's Day

President's Day (Monday holiday)	
Good Friday	
Memorial Day	
Independence Day	
Labor Day	
Thanksgiving Day	
Friday following Thanksgiving Day	
Christmas Eve Day	
Christmas Day	
New Year's Eve Day	
Floating Holiday:	May be taken at any time during the contract year with the approval of the employee's supervisor. This day may be taken in conjunction with an approved vacation.

14.1: All officers, whether on or off duty, shall be paid a full day's salary for the above holidays.

14.2: Those officers required to work on a holiday must work the entire shift in order to be eligible for holiday pay unless the employee sustains an injury while working on the holiday that is compensable under the Worker's Disability Compensation Act. Employees who meet the eligibility requirements will receive double time and one half (2½) an additional eighteen (18) hours of straight time for a full day holiday.

14.3: Eligibility. In order to receive pay for an observed holiday, an employee must have worked the entire scheduled workday before and the entire scheduled workday after the holiday unless the employee is on an approved paid leave of absence or the employee sustains an injury compensable under the Workers' Disability Compensation Act on said dates.

**ARTICLE 15**  
**LONGEVITY PAY**

15.0: All regular, full time employees, in the active service of the City of Springfield as of the first pay period of December of each year shall be entitled to receive a longevity bonus for length of service with the City according to the following rules and schedule of payment.

15.1: Longevity bonus shall be computed as a percentage of employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which a longevity bonus is due. Base salary or wage shall not include overtime pay, premium pay, uniform allowance, per diem, travel allowances, or any special fees.

15.2: Longevity bonus shall be based on full-time, continuous service commencing at the original date of hire.

15.3: Following the completion of seven (7) years of full-time continuous service, each employee shall receive annual longevity payments as provided in the schedule.

15.4: To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous, full-time service equal to the service required for original eligibility being made on the first pay period in December of each year. Employees who retire between annual longevity payments shall be eligible for a prorated payment as outlined in Section 15.6 below.

15.5: Longevity Bonus Schedule.

<b>Continuous Service</b>	<b>Annual Bonus</b>
---------------------------	---------------------

End of 7 years	2% of base wage
End of 14 years	4% of base wage
End of 21 years	6% of base wage

**Longevity payments to eligible employees shall be paid on the last payday prior to the Thanksgiving holiday.**

15.6: Employees who are eligible for longevity bonus payments and who retire on a service or disability retirement basis, shall be paid a prorated bonus. Such prorated payment shall be based on the number of calendar months of full-time service credited to an employee from the preceding December pay period payment to the time of retirement.

**ARTICLE 16**  
**UNIFORMS AND EQUIPMENT**

16.0: New hires are provided by the Employer, at no cost to the employee, the following:

<b>Uniforms &amp; Equipment</b>			
1	Tie	1	Duty Gear Belt
1	Clasp	1	Handcuffs and Holder
1	Radio Holder	1	Gun and Holster
1	Baton and Holder	3	Magazines and Holder
1	Dress Hat	1	Whistle and Chain
3	Long-Sleeved Shirts	2	Name Tags
3	Short-Sleeved Shirts	1	All Season Jacket
3	Trousers	1	Turnout Coat <input type="checkbox"/>
1	Bullet Resistant Vest	Glove Case	
Required Insignia		1	Rain Coat
1	Helmet <input type="checkbox"/>	1	Set of fatigues
1	Safety Hood <input type="checkbox"/>		Leather Gloves <input type="checkbox"/>
Bunker Pants and Boots <input type="checkbox"/>			
<input type="checkbox"/> Applies to Public Safety Officers only.			

The above uniforms and equipment will be replaced by the Employer at no cost to the employee if lost or damaged in the line of duty and such loss or damage is not the result of the employee's negligence. All officers shall receive a taxable general allowance for the replacement and cleaning of the uniforms and equipment (hats, shirts, jackets, trousers, and ties) in the sum of seven hundred dollars (\$700.00) annually, paid during the first full payroll period of December

each year. If an employee does not work an entire twelve (12) months, said allowance shall be pro-rated for the actual months of service.

Safety Glasses. The Employer shall furnish safety glasses to all employees who require them, no more often than every two (2) years except when broken, lost, or damaged in the line of duty. However, any employee requiring safety glasses will be required to pay for any examination in connection with the providing of such safety glasses. In no event will the Employer pay more than \$75.00 for safety glasses.

Uniforms and equipment shall remain the property of the Employer and shall be returned promptly to the Employer when an employee's service terminates.

## **ARTICLE 17**

### **AUTOMOBILES AND EQUIPMENT**

17.0: In the selection and procurement of motor vehicles for patrol purposes, the Employer shall exercise good judgment. Said vehicles shall be equipped with the necessary equipment for officers to perform their duties and responsibilities related to safety of the officer. The City shall provide vehicle report forms to be used by officers for the purpose of reporting unsafe conditions and/or needed repairs, maintenance or replacement parts on patrol vehicles and equipment. The City shall make such repairs, maintenance or replacement of parts that are needed within a reasonable period of time or place such vehicle out of patrol service until repaired.

17.1: Officers who are required by a command officer to use their own vehicle in the performance of their duties shall receive reimbursement at the rate of the IRS allowable reimbursement amount. Officers who have been required to use their own vehicle shall submit documentation of the mileage immediately

following the use. Employees shall first attempt to use an available patrol vehicle, or the City's administrative vehicle, before driving their personal vehicle.

17.2: Parking for the officers' personal vehicles shall be provided.

17.3: The Employer will schedule two (2) public safety officers per shift. In addition, the City will schedule public safety officer to the fire station to be at the ready to man fire equipment.

The above language is not applicable if the Letter of Understanding reference staffing levels is in affect.

## **ARTICLE 18**

### **MISCELLANEOUS**

18.0: Rules and Regulations. The Union agrees that the presently established rules, regulations, policies and procedures of the Department shall remain in effect and the Union and the employees agree to abide by such rules, regulations, policies and procedures and any amendments thereto.

The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this agreement, provided however, the Employer will notify the Union representative of any such amendments, supplements or additions at least five (5) days in advance of their effective date unless such notification time limit cannot be met because of an emergency such as an executive order of the Governor. The rules and regulations will be read and signed for by all employees.

18.1: Pay Schedule. Employees shall normally be paid on Wednesday on a weekly basis. Except that if the Employer determines it is more cost effective to pay every other week and provides written notice to the Union three (3) months in advance of implementation it is agreed that the pay schedule may be so altered. As of July 1, 2009, all employees will be required to have accounts set up to receive their paychecks via direct deposit from the Employer.

18.2: Copies of Contract. The City shall furnish to each member of the bargaining unit one (1) copy of the Agreement.

18.3: Canine Officer Program: The parties agree to the following terms in reference to the canine program:

1. The dog handler will be compensated at the overtime rate of two (2) hours a week for the care and maintenance of the dog.
2. The dog handler will be allowed to wear fatigues as a daily uniform. The fatigues will not be worn to court except for informal civil infraction hearings.
3. The dog will not be taken to court unless the presence is deemed necessary by the court officials.
4. A city vehicle will be provided for the transportation and patrol purposes of the dog.
5. The dog handler will take care of all messes created by the dog in and around the buildings and grounds of the Employer.
6. The City will be responsible for the bills associated with the maintenance of the dog.
7. The dog handler will seek professional medical assistance for the dog at the earliest possible sign of the need for assistance. The Chief will be notified, but permission does not need to be sought first.
8. Training to become a dog handler will be scheduled by the Chief on the basis of a forty-two (42) hour week average. Overtime during training will be the responsibility of the handler.
9. After the initial training the dog handler will be authorized to train with the dog as part of the normal duty scheduled one (1) day a week for the first six (6) months. Training after that will be determined by the Chief but shall not be less than two (2) days a month.
10. Training sessions will not result in overtime. Training sessions will be handled on a flex-time basis.

11. The City will develop policies to guide the handler in when to release the dog,  
what level of force will be considered, and other policies which the City believes will be in the best interest of the City, the dog and the handler.
12. The handler will notify his/her shift supervisor at the earliest possible time of scheduled training.
13. The Chief reserves the right to appoint a dog handler. This position is one of interest, ability, and temperament. It shall not be subject to the bid process.
14. The Chief reserves the right to determine the effectiveness, efficiency, and duration of the program.
15. In the event the animal is injured to the extent that it cannot perform the functions for which it was purchased, the current handler shall have the right to keep the dog.
16. The animal shall be used in a judicious manner but the animal is a tool and is expendable. No effort shall be taken to keep the dog from danger when its use is warranted to protect any citizen or police officer of any jurisdiction.

18.4: Fitness for Duty. The parties agree to the following in reference to Fitness for Duty requests and disputes:

The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical and/or mental examination (1) if it should appear from the employee's conduct, such as but not limited to a dramatic change in behavior, statements made by the employee, serious accident or injury, or other situation which reasonably calls the employee's physical and/or mental fitness for duty into question, or (2) on return from any kind of leave of absence including, but not limited to, disability leave, sick leave, or layoff. On the basis of said examination, the Employer shall take appropriate action. Employees shall fully cooperate during physical and/or mental examinations.

In the event the employee disagrees with the examination results from the

Employer's expert(s), he/she may, at his/her expense, select an expert(s) of his/her choice to render an opinion concerning the employee's fitness for duty. If the Employer's and employee's expert(s) disagree, said experts will select a third expert(s) to examine the employee at the Employer's expense, and render an opinion which will be final and binding on the Employer, employee and Union.

In the event the Employer's original expert(s) and employee's expert(s) are unable or unwilling, within a reasonable time, to agree on a third expert(s), the Employer and Union will make the selection.

## **ARTICLE 19**

### **WAGE SCHEDULE**

19.0: Wage Schedule.

Effective the first full payroll period after July 1, 2009, Public Safety Officers will be compensated as follows:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.28
6 Months	17.79
1 Year	18.99
2 Years	20.26
3 Years	21.43
4 Years	23.89

Effective the first full payroll after July 1, 2010, the rates for Public Safety Officers shall be:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.44
6 Months	16.72
1 Year	19.52
2 Year	20.87
3 Year	22.08
4 Year	24.60



Effective the first full payroll period after July 1, 2011, the rates of pay for Public Safety Officer shall be:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.59
6 Months	16.89
1 Year	18.34
2 Year	21.44
3 Year	22.74
4 Year	25.34

Effective the first full payroll period after July 1, 2012, the rates of pay for Public Safety Officer shall be:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.75
6 Months	17.05
1 Year	18.53
2 Year	20.16
3 Year	23.36
4 Year	26.10

Effective the first full payroll period after July 1, 2013, the rates of pay for Public Safety Officer shall be:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.91
6 Months	17.23
1 Year	18.71
2 Year	20.36
3 Year	21.96
4 Year	26.88

Officers hired who are not cross-trained (police and fire) at the time employment commences shall receive a rate of pay one dollar (\$1.00) per hour less than the Public Safety Officer start rate if not trained and certified as firefighter, and two dollars (\$2.00) per hour less than the Public Safety Officer start rate if not trained and MCOLES certified as a police officer.

Retroactivity: In order to be eligible for any retroactive pay, an employee must be on the active payroll of the Employer as of the date the City ratifies this Agreement.

## ARTICLE 20

### APPLICATION OF AGREEMENT

20.0: Cooperation. Both parties of this Agreement shall equally share the responsibility of applying the provisions of this Agreement to all members without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. All references to members in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include female employees.

The Union recognizes the responsibility as bargaining agent and agrees to represent all persons in the bargaining unit without discrimination, interference, or coercion.

The Employer, or any person employed by same, shall not interfere with the right of any employee within the bargaining unit to become a member of the Union, nor shall the Employer or any person employed by same, exercise any discrimination, interference, restraint, or coercion against any member attempting to exercise his/her rights within the terms of this Agreement or under the authority of any applicable law, or against any employee because of his/her Union membership or against any Union officer because of his/her position or activity as such.

20.1: State and National Benefits. Nothing contained in this Agreement shall deny any employee any right or benefit extended via any of the laws of the United States or of the State of Michigan.

20.2: Separability and Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

20.3: Waiver. 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 the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of contemplation of one or both of the parties at the time they negotiated and signed this Agreement.

## **ARTICLE 21**

### **SENIORITY**

21.0 Seniority. Seniority will be determined by an employee's continuous service to the City (either as a former police officer and/or firefighter) for any employee who is certified as a public safety officer by December 31, 1996. Seniority will be utilized to determine the order of layoff, shift selection and vacation eligibility.

**ARTICLE 22**  
**DURATION**

THIS AGREEMENT shall remain in full force and effect from signing, through JUNE 30, 2014, and thereafter for successive periods of one (1) year unless either party shall, on or before sixty (60) days prior to the expiration date hereof, or each successive expiration date, serve written notice on the other party of a desire to terminate, modify, alter, amend, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the \_\_\_\_\_ day of June, 2009.

\_\_\_\_\_  
**POLICE OFFICERS LABOR COUNCIL**

\_\_\_\_\_  
Local President

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
**CITY OF SPRINGFIELD**

\_\_\_\_\_

City Manager

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Mayor

## APPENDIX "A"

### **DRUG TESTING POLICY**

#### A. DESCRIPTION

This directive outlines the procedures relating to administration of the City's drug testing policy.

#### B. POLICY

The City intends to give the same consideration to persons with chemical (alcohol and other drugs) dependencies as it does to employees having other diseases. However, the City cannot condone the use of illicit drugs or the abuse of legal drugs or alcohol with the abuse of legal drugs or alcohol, constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal City benefits are available to give help in the rehabilitation process. However, the sale, purchase, transfer, use or possession of illegal drugs or drugs which have not been legally obtained by employees is prohibited. Arriving for work under the influence of drugs or alcohol (as defined herein) is also prohibited. In such cases, disciplinary action, up to and including termination, will be imposed.

It is the intent of the City, however, to encourage and assist such employees in treatment or rehabilitation whenever appropriate.

Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected.

C. PROCEDURE

1. Testing of employees shall be conducted only under the following circumstances:
  - A. When an employee's supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the employee is on drugs or alcohol (e.g., slurred speech, alcohol on breath, inability to walk a straight line, etc.).
  - B. When an employee is found in possession of suspected illicit drugs or alcohol or when suspected illicit drugs or alcohol are found to have been brought by the employee in an area controlled or used exclusively by the employee, (e.g., employee's locker, etc.).
  - C. Following a serious accident or incident on the job where, in either case, safety precautions were violated or unusually careless acts on the job were performed.
  - D. As a part of a routine twelve (12) months testing program instituted as a result of prior drugs or alcohol related disciplinary penalties against the employee.
  - E. Routinely to all job applicants to whom a job offer is being considered.
  - F. Randomly in accordance with the Employer's plan. Selections will be accomplished using a scientifically valid, computer-based random number generator in which all employees active in the pool are assigned a random index number between "1" and the number of individuals in the pool (*the number of their place in the overall pool*).
2. An employee ordered to submit for testing shall be informed of the underlying reasons why he/she is being ordered to submit the specimen. In situations covered by collective bargaining agreements, individuals shall have the right of steward representation consistent with the applicable collective bargaining agreement. The reasons

shall be documented in writing prior to the test results being known with a copy furnished to the employee within forty-eight (48) hours. If the employee refuses or fails after a three (3) hour period to submit to testing, he/she shall be informed that this refusal constitutes failure to obey a direct order and that this is grounds for termination.

3. The supervisor requesting the test shall fill out the designated form.
4. For urine testing, the urine specimen shall be obtained from the employee as follows:
  - A. The employee shall be escorted to the bathroom or other appropriate area.
  - B. The supervising officer (or medical personnel) shall hand the employee the specimen bottle, labeled with the employee's name, the date, name of staff witness, and any other relevant identifying information. This information shall be typed or written in indelible ink.
  - C. The supervising officer (or designated medical personnel) shall personally watch the employee to insure that the employee submits an unadulterated urine specimen in the specimen bottle provided, by witnessing the employee urinate into the bottle or take other precautions. The foregoing shall be conducted by staff of the same sex, in private, and outside the presence of other employees if conducted within City facilities. Employees will be required to indicate to the Employer the types of prescribed or over-the-counter drugs they are taking prior to the test.
  - D. If the employee is unable to provide a urine specimen immediately, he/she shall be detained until he/she is able to provide a urine specimen. Employees unable to provide a urine specimen within three (3) hours of being ordered to do so shall be considered to be refusing to submit the specimen.
  - E. After the sample is obtained, the supervising officer (or designated medical personnel) must not lose sight of it or compromise such other precautions as may have been taken until he/she obtains it from the employee.

For the testing of alcohol the PBT will be the initial test given and thereafter the Breathalyzer, Intoximeter 3000, and/or a blood sample will be used. The employee will be relieved of duty at .04% BAL or higher. The employee will be returned to duty when a BAL of less than .04% is attained. In the event that a blood test is the only method

available the employee will be relieved until his/her next scheduled work shift. The employee will not be compensated for lost work.

5. The officer or designated medical personnel witnessing the test by the employee shall then make the appropriate notation on the designated form if the employee is unable within three (3) hours of being ordered or if the employee refuses to submit to the test, this fact shall be noted.
6. The urine specimen shall be forwarded to a contract laboratory for testing and processed as follows:
  - A. The specimen shall be placed in a secured freezer, if it is not to be tested immediately. All persons handling the specimen shall make an appropriate notation. The number of persons handling the specimen should be minimized.
  - B. For applicants to positions, the Thin Layered Chromatography (TLC) test shall first be administered. The TLC testing shall be performed by sending the sample to a contract laboratory. The results obtained shall be noted on the form.

If a positive result is obtained on an applicant, a second test shall be performed on the same specimen using an alternative scientific method Enzyme Multiplied Immunoassay Technique (EMIT). In the event that both tests are positive, an applicant may request at applicant's cost, the sample be tested using the Gas Chromatography/Mass Spectrometry (GC/MS) method. If this test is negative, the applicant will be reimbursed.

For all tests, the lab shall be instructed:

- 1). To freeze all specimens yielding positive results.
  - 2). To return the form, the lab report and any printouts showing positive results.
- C. For employees, the GC/MS test shall be performed.
7. Reporting of results: The form together with all printouts of positive results and any lab reports, shall be forwarded to the City Manager who will be responsible for interviewing the employee regarding the results.

#### D. CONFIDENTIALITY

The City Manager will be designated to receive any positive reports. He/she will notify medical and other members of the City strictly on a need-to-know basis.

No laboratory reports or test results shall appear in a personnel folder. Information of this nature will be included in the medical file with a marker to appear on the inside cover of the personnel folder to show that this information is contained elsewhere.

#### USE OF RESULTS

1. Any action to be taken on receipt of a positive report which has been confirmed will be taken by the Department Head only after receiving a report from the City Manager.
2. The detection of the use of any illegal drugs may be grounds for immediate dismissal. The employee, however, should have every opportunity to explain the presence of any drug in his/her system, and if need be substantiate his/her explanation with medical evidence.
3. Obviously, the presence of a drug such as phencyclidine (PCP) is self-explanatory. However, the use of prescribed drugs could be an indication of a possible health problem and close look will be given to the employee's job responsibilities and whether the use of these drugs poses a potential hazard to himself/herself, his/her fellow employees or the general public.
4. In keeping with City policy, every effort should be made to assist the employee to deal with his/her problem. However, if this fails or if it is obviously inappropriate given the nature of the drug usage and the employee's position, then appropriate disciplinary action shall be instituted.