

AGREEMENT

BETWEEN THE

CITY OF SPRINGFIELD

-and-

POLICE OFFICERS LABOR COUNCIL

COMMAND OFFICERS DIVISION

Effective: July 1, 2010

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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 Police Sergeant or Public Safety Sergeant 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 in order to improve the relationship between the parties. Hereafter, the City of Springfield shall be referred to as the "Employer", and the Police Officers Labor Council, Springfield Command Officers Division shall be referred to as the "Union".

RECOGNITION

Section 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 Police and Public Safety Sergeants employed in the Springfield Public Safety Department as regular full-time employees.

Section 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 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 of the exclusive agent of this Union.

REPRESENTATIVES

Section 2.0. Bargaining Team. The bargaining team shall be elected by the Union and shall be limited to two (2). Of that number, one (1) shall be released for such purposes of bargaining when it occurs during his/her normal work shift without loss of time or pay. The other member may be a non-local Union representative 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.

Section 2.1. Chief Steward & Alternate Steward. Union employees shall select a Chief Steward and an Alternate Steward, who shall be regular employees, who will represent them. The Chief 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 Director of Public Safety shall grant permission within a reasonable time after the first hour of the shift for such Steward to leave his/her work for these processes, 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 and the Union.

Section 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.

Section 2.3. Office Space. The Employer shall provide office space for the Stewards.

SECURITY & CHECK-OFF

Section 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.

Section 3.1. Security. It is agreed and understood that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement as a condition of continued employment. All present employees covered by this Agreement who, on the effective date hereof, were not members of the Union shall, within thirty one (31) days after the effective date hereof, become and remain 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.

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

- A. The Union shall obtain from each of its members a completed check-off authorization form which shall conform to the respective state and federal laws concerning that subject of any interpretations made thereof.
- B. All check-off 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 check-off 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 fare 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.

- D. The Employer shall not enter into any agreement with one (1) or more of the employees defined in the bargaining unit of this Agreement or with any other organization which in any way conflicts with the provisions hereof.
- E. 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 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.
- F. 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.
- G. The Employer shall check-off only obligations which come due at the time of check-off, and will make check-off 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 check-off deduction by direct payment to the Union.
- H. The Employer's remittance will be deemed correct if the Union does not give written notice to the City Manager within two (2) calendar weeks after a remittance is sent, of its belief, with reasons stated therefore, that the remittance is incorrect.
- I. 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.

CHECK-OFF AUTHORIZATION FORM

**POLICE OFFICERS LABOR COUNCIL
SPRINGFIELD PUBLIC SAFETY COMMAND OFFICERS DIVISION**

I hereby request and authorize the City of Springfield to deduct from wages hereafter earned by me while in the City's employ:

- a) _____ my Union dues, or
- b) _____ my fair share representation fee

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.

Last Name

First Name

Middle Initial

Date Deduction to Start: _____

Month

Year

Social Security Number: _____ - _____ - _____

Address: _____
Street:

City

State

Zip Code

Employee's Signature: _____

Date Signed: _____

EMPLOYER RIGHTS

Section 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 the 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, regulations, policies and procedures.
- F. Transfer, promote, or demote employees from one classification, unit or shift within the Department to another with just cause.

Section 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 set forth herein.

UNION & EMPLOYEE RIGHTS

Section 5.0. Equality. In order for the Employer to provide equality of opportunity, consideration and treatment in all matters including discipline for all members of the Union, the Employer will insure the following:

Section 5.1. 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 elections 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.

Section 5.2. Personnel Files. Employee personnel files shall be kept under the direct control of the Employer. The Employer shall not allow anyone other than those responsible for Public Safety 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 Public Safety Director.

Section 5.3. 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 the 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 (½) hour immediately preceding a meeting for which 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.

Section 5.4. Equality of Treatment. It is agreed between the parties that the Employer is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies or regulations that will insure such equality of opportunity, consideration, and treatment of all members employed by the Employer and in all phases of the employment process.

Section 5.5. 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.

Section 5.6. 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 that 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.

Section 5.7. Humanitarian Clause. Should an employee covered by this Agreement become physically or mentally handicapped to the extent that he/she cannot perform his/her regular job, the Employer will make every effort to place the employee in a position that he/she is physically and mentally able to perform.

Section 5.8. Complaints Against Public Safety Officers. Prior to any complaint alleging criminal activity by a public safety officer being presented to any prosecuting officer or agency for review and action, said complaint shall be accompanied by a signed sworn statement by the complainant(s) setting forth the allegations and/or facts that form the basis of such complaint.

Prior to any official disciplinary action being taken against a public safety officer for alleged criminal activity, the employee in question will be presented with the identity of the complainant in a written statement outlining the alleged charges.

DISCHARGE AND DISCIPLINE

Section 6.0. Discipline. Discipline 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. Disciplinary action shall be for just cause. The just cause standard does not apply to employees referred to in Section 12.1.

Section 6.1. Whenever disciplinary action is taken against a Public Safety Sergeant, other than one referred to in Section 12.1, 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.

Section 6.2. Past Infractions. Past infractions may be used in administering discipline up to a two (2) year period, and after the two (2) year period, past infractions shall not be used against any employee of the bargaining unit. However, for the past infraction to be used against an officer, he/she must have received a copy of the infraction at the time it was entered into his/her personnel file.

Section 6.3. Employees, except those referred to in Section 12.1, shall be permitted the presence of a Union Representative if they so request at the time disciplinary action is initiated against the employee. The affected employee will be allowed to discuss the disciplinary action with a Union Representative, and the Employer will make available an area where this discussion may take place prior to being required to leave the premises.

Section 6.4. Investigatory Complaints. In the event a complaint is made against an employee which may result in disciplinary action, the following procedure shall apply:

- A. If, in the investigation of a complaint, an employee is required to appear before a member of Management, the employee shall be fully advised of the nature of the complaint and that the investigation may result in disciplinary action.
- B. Upon the request of an employee for Union representation, such request shall be granted and the Union shall provide such representation. When representation has been requested, no questioning shall commence until the Union Representative is present. This section does not apply to employees referred to in Section 12.1.
- C. Employees shall be required to answer questions relating to his/her performance as an employee of the Public Safety Department as it relates to the complaint. Refusal to answer such questions may result in disciplinary action, including discharge.

Section 6.5. In the event an employee is disciplined or discharged and he/she believes that he/she has been unjustly disciplined or discharged, such shall constitute a case arising under the grievance procedure. This section does not apply to employees referred to in Section 12.1.

Section 6.6. In the event it should be decided under the grievance procedure that an employee was unjustly disciplined, 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 discipline less any compensation earned or unemployment benefits received by the employee during the period of time he/she was off work due to the discipline.

Section 6.7. Probationary employees specified in Section 12.1 shall not be entitled to benefits and procedures herein provided in cases of disciplinary action.

GRIEVANCE PROCEDURE

Section 7.0. Definition of Grievance. A grievance means any and all disputes between (a) the parties, or (b) Management and an employee or employees, concerning rates of pay, hours, and conditions of employment including rules and regulations of the Department and/or the Employer, as well as procedures of the Department and the Employer.

Section 7.1. 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. 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.

Section 7.2. Steps. The steps of the grievance procedure are the orderly process by which grievances are entered and determined.

Step #1. All grievances shall first be discussed orally with the Director of Public Safety within five (5) days of the occurrence giving rise to the grievance. The Director will provide a response within five (5) days. The grievant may have a Union Representative present during these discussions.

Step #2. If the answer at Step #1 is unsatisfactory to the grievant, the grievance shall be reduced to writing and presented within five (5) days of the answer in Step #1. The written grievance shall include: time, date, and alleged contractual violation or written rule or regulation that is the basis of the grievance, the facts that give rise to the grievance, the remedy desired, and the signature of the grievant or Union Representative. The written grievance shall be presented to the Director of Public Safety. The Director shall acknowledge receipt of the grievance with his/her signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or Union Representative. The Director shall set up a meeting with the grievant and/or Union Representative within five (5) days after receipt of the grievance. Within five (5) days after the meeting the Director shall present his/her written answer to the grievant or Union Representative.

Step #3. If the answer to Step #2 is unsatisfactory to the grievant or Union, the grievant or the Union may, within five (5) days from the receipt of the Step #2 answer, appeal the matter to the City Manager. This appeal must be signed by the grievant or Union Representative. The City Manager shall, within ten (10) days of the receipt of the appeal, schedule a meeting to hear the dispute. This meeting shall be with the grievant and Union Representative, or other persons that the Union deems necessary. The City Manager may have persons at this meeting that he/she deems necessary. Within five (5) days after the meeting the City Manager shall present his/her written answer to the grievant or Union Representative.

Step #4. If the answer at Step #3 is unsatisfactory to the grievant or 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 the 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.

Section 7.3. Arbitrator's Powers. The arbitrator shall have no power to amend, add to, alter, ignore, change, or modify the provisions of this Agreement or the written rules and regulations of the Department 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. 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 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.

Section 7.4. 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 in writing, may be referred to the next step in the Grievance Procedure; the time limit to run from the date

and 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. Saturdays, Sundays and holidays shall be excluded from the time limits for processing grievances.

The parties agree that the Grievance Procedure is intended to resolve disputes regarding this 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.

Section 7.5. Grievance Form. The grievance form shall be used in filing a grievance. One copy of the form shall be the property of the employee and/or the Union. 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.

STRIKES AND ILLEGAL ACTIVITIES

Section 8.0. The parties of this 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 in part from the full, faithful, and proper performance of the duties of their employment. The Union further agrees that there shall not be 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.

Section 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.

WORK SCHEDULES

Section 9.0. Workweek. Public Safety Sergeants shall be required to be on duty a minimum of twelve (12) consecutive hours during each scheduled duty day, excepting as excused by the Employer. The official work week shall be forty-two (42) hours, and shall begin at the commencement of the night (first) shift on Saturday evening. As part of the duty day employees are required to report for duty fifteen (15) minutes prior to the start of their scheduled shift for briefing time.

Section 9.1. Work Schedule. A work schedule shall be posted once every thirty (30) days indicating the normal workday of each bargaining unit member of the Department. The schedule shall be posted at least two (2) weeks prior to its effective date. Changes may be made in the posted shift schedule by the Director of Public Safety as may be required to meet the needs of the Department, in any emergency situation, or by mutual agreement.

Section 9.2. Overtime. Employees shall receive time and one-half (1½) their regular rate of pay for all hours worked by an employee in excess of twelve (12) hours in a day in a twenty- four (24) hour consecutive period or in lieu of payment shall receive compensatory time in lieu of overtime, at time and one-half (1½). Use of compensatory time shall be subject to the following guidelines:

- A. If a sergeant voluntarily switches shifts/platoons 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 sergeant shall not work more than eighteen (18) hours when the work day is twelve (12) 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 Public Safety 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 their regular rate of pay for overtime or in lieu of payment shall receive compensatory time at their regular rate of pay. Use of compensatory time shall be subject to the following guidelines:
1. Compensatory time can be taken by an employee with the approval of the Chief of Police or his/her designee.
 2. Compensatory time can be accumulated to no more than eighty-four (84) hours per fiscal year.
 3. Up to eighty-four (84) hours carryover of unused compensatory time from one fiscal year to the next fiscal year shall be allowed. Any hours accumulated over eighty-four (84) shall be paid at the end of the current fiscal year.
 4. Upon resignation, dismissal or retirement of any employee from the Police Department, all accumulated compensatory time shall be paid to the employee. In the case of a deceased employee his/her accumulated time shall be paid to the spouse or estate.

Section 9.3. Overtime Equalization.

- A. Overtime hours shall be divided as equally as practicable among the Public Safety Sergeants. An up-to-date list showing overtime hours and seniority dates will be posted in the Department.
- B. Any 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 sergeant 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 sergeant 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 to the Director of Public Safety, remove himself/herself from this procedure with the understanding that if all other employees had been called and refused work, if the employee is the low sergeant on the list, the employee may be ordered in.

- C. When the need for overtime arises within the Department, a Public Safety Sergeant shall be called to replace a Public Safety Sergeant per the equalization of overtime list.
- D. At any time a shift is without a command officer, the City may, in its discretion, call-in a command officer for that shift.

Section 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.

Section 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.

Section 9.6. Meal Break. In each shift, each sergeant will receive a one-half (½) hour paid meal break.

Section 9.7. Training Time. The Employer will make reasonable efforts to provide a variety of training opportunities to members of the bargaining unit with consideration given to manpower, funds available, and location and nature of training.

FRINGE BENEFITS

Section 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 concerning 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 name beneficiary, payment shall be made to the deceased employee's estate.

Section 10.1. Personal Property Damage. Any claims 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.

Section 10.2. Worker's Compensation. The Employer shall, for a period not to exceed thirty nine (39) weeks, supplement without charge to sick leave or vacation, Worker's Compensation benefits for employees injured on the job by the difference between Worker's 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 Worker's 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.

Section 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 used, shall be provided with an adequate defense, and if any judgment is rendered against him, 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.

Section 10.4. Life Insurance. The Employer shall furnish life insurance on the employees covered by this Agreement with death benefits of not less than fifty thousand dollars (\$50,000.00) 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 this Agreement is ratified by the City will be ineligible for the \$5,000 life insurance policy at retirement.

Section 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 one hundred percent (100%) of the dental and vision coverage:

1. Plan #1: Blue Cross and Blue Shield of Michigan (BCBS) Community Blue 15 (CB 15) with a 10/60 drug card, Tradition Plus Dental Coverage – Plan 2, and Blue Vision (or comparable).
 - i. The Employer shall pay 100% of the plan deductible.
2. Plan #2: Blue Cross and Blue Shield of Michigan (BCBS) Community Blue 15 (CB 15) with a 10/60 drug card, Tradition Plus Dental Coverage – Plan 2, and Blue Vision.
 - i. The Employer shall pay 100% of the plan deductible.
 - ii. The Employer shall, through a third party administrator of its choosing, cover \$20 of each office or chiropractic visit co-pay.
 - iii. Upon presentation of a valid receipt, the employer shall reimburse up to \$40 of each 90-day supply of name brand prescription drugs. No reimbursements will be made for the purchase of drugs for a period of less than 90 days unless such drug is not available for disbursement for a 90-day period or if the drug is prescribed for a period less than 32 days; in such a case, \$20 will be reimbursed for each 30-day supply.

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, through payroll

deduction, 50% co-payment for the cost of family continuation coverage, if any such cost is charged by the insurance provider.

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

Plan #1 Coverage	7/1/10	7/1/11	7/1/12	7/1/13	7/1/14
Single	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Couple	\$0.00	\$5.00	\$5.00	\$5.00	\$5.00
S Parent	\$0.00	\$5.00	\$5.00	\$5.00	\$5.00
Family	\$0.00	\$5.00	\$5.00	\$10.00	\$10.00

Plan #2 Coverage	7/1/10	7/1/11	7/1/12	7/1/13	7/1/14
Single	\$15.00	\$15.00	\$25.00	\$25.00	\$30.00
Couple	\$15.00	\$20.00	\$30.00	\$30.00	\$35.00
S Parent	\$15.00	\$20.00	\$30.00	\$30.00	\$35.00
Family	\$15.00	\$25.00	\$40.00	\$40.00	\$45.00

- B. 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 it's 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.

Section 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.

Section 10.7. Safety Glasses. The Employer shall furnish safety glasses to all employees who require them, no more often than once 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.

Section 10.8. 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 two thousand dollars (\$2,000) per employer's fiscal year. In order for the employee to be eligible for reimbursement, he/she must have the proposed course of study approved by the City Manager and Director of Public Safety in advance of enrollment, and thereafter obtain a passing grade of "C," or a 2.0 on a 4.0 scale, or better.

LAYOFF & RECALL

Section 11.0. Definition of Layoff. Layoff shall mean the separation of employees from the active work force for lack of work, funds or other legitimate reason.

Section 11.1. Order of Layoff. Employees with seniority or probationary status shall be laid off in inverse order of seniority (last in, first out).

Section 11.2. Notice of Layoff & 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 and preferred eligible list.

Section 11.3. Preferred Eligible Lists. At the option of the employee he/she may be demoted in lieu of layoff. Employees demoted in lieu of layoff, shall have their names placed on preferred eligibility lists in order of Department seniority from which displaced within the Department. Employees laid off shall have their names placed on preferred eligibility lists in order of seniority for each rank from which displaced. Demoted employees shall have their names remain on the list indefinitely. An employee who is laid off shall have his/her name remain on the list for two (2) years, or the length of his/her seniority whichever is greater. Employees shall be recalled from layoff or shall be restored to positions previously held in the Department before any other persons are selected for employment or promotion in those ranks.

Section 11.4. Benefit Continuation. Employees who are on lay off 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.

Section 11.5. 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 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.

PROBATION

Section 12.0. Promotional. All promotional appointments to the rank of Sergeant shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period the Director of Public Safety with the approval of the City Manager may demote an employee whose performance does not meet the required standards. Any employee on probation, in a promotional appointment shall have the right to return to his/her previous appointment upon demotion.

Section 12.1. New Hire. When an employee new to the Department 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 under this section 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.

DAYS OFF

Section 13.0. Regular Days Off. Employees covered hereby may change a pass day after the schedule has been posted if they receive prior permission from the Director of Public Safety.

Section 13.1. Additional Time. No additional time over and above scheduled pass days, vacation and personal leave will be granted if the giving of such time in and of itself necessitates the payment of overtime of other personnel.

Section 13.2. 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 of 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. An employee who misrepresents the facts may be subject to discharge.

LEAVES OF ABSENCE

Section 14.0. Union Leave. The Employer will grant leaves of absence with pay to Union office holders of the bargaining unit for the following functions:

- A. One (1) employee for three (3) days each calendar year to attend the P.O.L.C. State of Michigan meetings.

- B. Union executive board members as needed for the Union meeting, assuming manpower permits and such attendance does not necessitate overtime.

Section 14.1. Long-Term Sick Leave. Full-time regular employees shall become eligible for long-term sick leave after completion of six (6) months of service. Such long-term sick leave shall be for illness or injury of four (4) or more consecutive days duration and to be eligible for such, an employee must present to his/her Department Head a doctor's certification that the employee is under the doctor's care and unable to perform his/her work responsibilities due to a non-work related illness or injury.

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. Employees may replenish the long-term sick leave bank with their unused compensatory time, vacation leave and/or personal leave days in increments of no less than twelve (12) hours.

The City reserves the right to request a complete physical examination by a physician selected by the City before granting a sick or accident leave claim and/or before permitting the employee to return to work. The City may require periodic doctor certification of the continuing need for sick or accident leave.

Sickness and accident benefits will not be paid for any day for which an employee receives holiday pay.

Section 14.2. 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 over a three (3) day period as indicated for a death in the immediate family, it may be granted upon the permission of the Director of Public Safety, without loss of pay.

Immediate family is defined as follows: 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.

Section 14.3. Military Leave. Any employee who enters active service of the Armed Forces of the United States or in the Michigan National Guard or Armed Forces Reserve Training units, shall receive a leave of absence for a period of such duty. Any 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, providing he/she satisfies the eligibility requirements established under this Agreement.

Any 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 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 he/she receives for such duty and his/her regular salary or wage for a period not to exceed five (5) days.

Section 14.4. Vacation Leave. All regular, full-time Public Safety Sergeants shall earn vacation leave credits as set forth in the following plan:

Years of Service	Annual Allowance
1 year through 5 years	96 hours vacation
6 years through 10 years	144 hours vacation
11 years through 20 years	192 hours vacation

This plan is based on the relinquishment of all short-term sick leave.

An employee, with the 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 (1) 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 1st and March 1st of each year shall be granted and posted by seniority. Vacation requests submitted after March 1st 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 twenty one (21) days in advance of the time requested.

An employee will be paid for vacation 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 for any reason of their employment with the Employer.

Annually, at the employee's request, up to 48 hours of unused vacation time may be paid out to the employee or deposited into a health care savings plan sponsored by the Employer, at his/her normal

rate of hourly compensation. The employee's request must be provided to the Employer no less than two weeks prior to said employee's anniversary date.

Section 14.5. Personal Leave Days. Six (6) personal leave days, seventy-two (72) hours, with pay shall be granted annually to each full-time continuous employee on the employment rolls as of his/her anniversary, for the purpose of attending to or caring for personal matters during the course of the fiscal year commencing on such date. 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 14.4.

No carryover of unused personal leave days credit from one year to the next year shall be allowed, except for the language in Section 14.1, which allows personal leave days to be used to replenish their long-term sick leave bank, if the employee chooses to do so. Unused personal leave days may be paid off to the employee or deposited into the employer-sponsored health care savings plan, at their normal rate of hourly compensation, on the last pay-period prior to their employment anniversary of each year, if the employee chooses this option. The employee's request must be provided to the Employer no less than two weeks prior to said employee's anniversary date.

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

Section 14.6. Paid 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.

HOLIDAYS

Section 15.0. 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
Floating Holiday: <i>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.</i>

Section 15.1. All Sergeants, whether on or off duty, shall be paid a full day's salary for the above holidays, except as provided in Section 15.3.

Section 15.2. Those Sergeants 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 an additional eighteen (18) hours of straight time pay.

Section 15.3. Eligibility. In order to receive pay for an observed holiday, an employee must not have been absent without leave either on the workday before or the workday after the holiday.

LONGEVITY PAY

Section 16.0. 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.

Section 16.1. 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.

Section 16.2. Longevity bonus shall be based on full-time continuous service commencing at the original date of hire.

Section 16.3. Following the completion of seven (7) years of full-time continuous service, each employee shall receive annual longevity payments as provided in the schedule.

Section 16.4. 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 of December of each year. Employees who retire between annual longevity payments shall be eligible for a prorated payment as outlined in Section 16.6 below.

Section 16.5. Longevity Bonus Schedule.

Continuous Service	Annual Bonus
End of 7 years	2% of base wage
End of 14 years	4% of base wage
End of 21 years	6% of base wage

Section 16.6. Employees who are eligible for longevity bonus payments and who retire on a service or disability basis or who resign while otherwise eligible, shall be paid a prorated bonus. Such prorated payment shall be based on the number of calendar months of full-time service credited to the employee from the preceding December pay period payment to the time of retirement.

UNIFORMS & EQUIPMENT

Section 17.0. Uniforms and Equipment. New hires are provided by the Employer, at no cost to the employee, the following:

Uniforms & Equipment			
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	Bullet Resistant Vest
	Leather Gloves		Glove Case
	Required Insignia	1	Rain Coat
1	Safety Hood	1	Turnout Coat
	Bunker Pants and Boots	1	Set of Fatigues

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.

Sergeants 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.

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

AUTOMOBILES & EQUIPMENT

Section 18.0. Sergeants who are required by a command officer to use their own vehicle in the performance of their duties shall receive reimbursement at the IRS rate in effect at the time. Sergeants who have been required to use their own vehicles shall submit documentation of the mileage immediately following the use.

Section 18.1. All attempts will be made to insure that patrol cars in service between the hours of 6:00 p.m. and 6:00 a.m. shall have two (2) officers in the car together, or a minimum of two (2) patrol cars shall be on duty between said hours.

MISCELLANEOUS

Section 19.0. Promotions. Promotions into the bargaining unit shall be made on the basis of written and/or oral examinations. A procedure shall be established by a committee consisting of two (2) representatives of the Employer and two (2) representatives of the Union.

Section 19.1. Policies & Procedures. Any policies, rules, regulations and/or memorandums shall be reduced to writing and provided to the members of the bargaining unit. Said rules, regulations, policies and/or memorandums shall be reasonable and subject to the grievance procedure.

Section 19.2. Copies of Contract. The City shall furnish to each member of the bargaining unit one copy of the Agreement.

Section 19.3. Wage Schedule.

Effective the first full payroll period of July each year of this contract, the probationary/acting Public Safety Sergeant rate shall be equal to the top paid Public Safety Officer rate when multiplied by a factor of 1.09.

Effective the first full payroll period of July each year of this contract, the non-probationary Public Safety Sergeant rate shall be equal to the top paid Public Safety Officer rate then in effect when multiplied by a factor of 1.12.

Section 19.4. Drug 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 application 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.

E. 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, 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.

APPLICATION OF AGREEMENT

Section 20.0. Cooperation. Both parties of this Agreement shall equally share the responsibility of applying the provisions of the 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 however 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 Union officer because of his/her position or activity as such.

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

Section 20.2. Separability & Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court or 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.

Section 20.3. Waiver. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall 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 and signed this Agreement.

DURATION OF CONTRACT

Section 21.0. Duration. This Agreement shall commence July 1, 2010, and remain in full force and effect until June 30, 2015, 11:59 p.m. and thereafter for successive periods of one (1) year unless either party shall, on or before the 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, 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 or any successive expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party 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 thereto have executed this Agreement the ____ day of _____, 2010.

FOR THE UNION:

FOR THE CITY OF SPRINGFIELD:

Sgt. Kevin Callahan

Franklin Peterson, City Manager

Sgt. Scott Furgason

Susan Anderson, Mayor

Edward Hillyer, POLC
