



CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

COUNCIL-MANAGER
GOVERNMENT

Council members and
other officials normally in
attendance.

AGENDA COUNCIL MEETING

Tuesday, January 19, 2016

7:00 P.M.

PLEASE TURN OFF CELL PHONES DURING MEETING

• **Joseph V. Domingo**
Mayor

▪ **Maurice Barnes, Jr.**
Council Member
1st Precinct

▪ **Lenn Reid**
Council Member
2nd Precinct

▪ **Garrett Brown**
Council Member
3rd Precinct

• **Rebecca Decker**
Council Member
4th Precinct

• **Cheryl Krause**
Council Member
5th Precinct

• **Andrew French**
Mayor Pro Tem
Council Member
6th Precinct

• **Sheryl Mitchell**
City Manager

• **The Harkness Law Firm**
Atty Cullen Harkness

• Jill Domingo
City Clerk

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VI. PRESENTATIONS
 - A. Marshall Public Schools-Dr. Randall Davis, Superintendent and Richard Lindsay, School Board President
 - B. Albion Mayor's Youth Council-Diversity Award Presented to Dr. Wesley Dick
 - C. Albion Mayor's Youth Council-Medical Marijuana
- VII. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to **agenda items only** and to no more than five (5) minutes. Proper decorum is required.)
- VIII. CONSENT CALENDAR (VV)
(Items on Consent Calendar are voted on as one unit)
 - A. Approval Regular Session Minutes-January 4, 2016
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval Two Year Labor Agreement/ Contract (2016-2017) for AFSCME Union (DPW) (RCV)
 - B. Request Approval Two Year Labor Agreement/ Contract (2016-2017) for TPOAM/ACA Union(Clerical/ Finance Dept.) (RCV)
 - C. Request Approval Two Year Labor Agreement/

NOTICE FOR PERSONS WITH HEARING



CITY OF ALBION CITY COUNCIL MEETING AGENDA

Meetings: First and Third Mondays – 7:00 p.m.

City Council Chambers ♦ Second Floor ♦ 112 West Cass Street ♦ Albion, MI 49224

IMPAIR-MENTS WHO REQUIRE THE USE OF

A PORTABLE LISTENING DEVICE:

Please contact the City Clerk's office

at (517) 629-5535 and a listening device

will be provided upon Notification.

If you require a signer, please notify

City Hall at least five (5) days prior

to the posted meeting time.

Contract (2016-2017) for POAM Union (Public Safety Officers)
(RCV)

D. Request Approval Resolution # 2016-04, To Appoint
Kenneth Snyder as City of Albion Representative
to the Calhoun County Consolidated Dispatch
Authority, January 1, 2016-December 31, 2017 (RCV)

E. Request Approval Resolution # 2016-05, FY 2016 Budget
Amendment (RCV)

F. Request Approval Resolution # 2016-06, Boy Scout Troop
158 Overnight Camping Request at Victory Park (RCV)

G. Request Approval Resolution # 2016-07, Greater Chamber
Of Commerce and Visitors Bureau Cardboard Classic Sled
Race Request for Victory Park (RCV)

H. Discussion-Update on Austin Avenue

I. City Manager Report

J. Future Agenda Items

K. Motion to Excuse Absent Council Member (s)

X. CITIZENS COMMENTS (Persons addressing the City Council shall limit their
comments to no more than five (5) minutes. Proper decorum is required.)

XI. ADJOURN

City of Albion
City Council Meeting
January 4, 2016

I. CALL TO ORDER

Mayor Domingo opened the regular session at 7:00 p.m.

II. MOMENT OF SILENCE TO BE OBSERVED

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

Maurice Barnes (1), Lenn Reid (2), Garrett Brown (3), Rebecca Decker (4), Cheryl Krause (5) and Andrew French (6) and Mayor Joseph Domingo.

STAFF PRESENT:

Sheryl Mitchell, City Manager; Jill Domingo, City Clerk; Cullen Harkness, City Attorney; Tom Mead, Finance Director, John Tracy, Director, Building, Planning and Code Enforcement and Scott Kipp, Chief of Public Safety.

V. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Brown and French and City Manager Mitchell.

VI. CITIZENS COMMENTS

No comments were received.

VII. CONSENT CALENDAR (VV)

(Items on Consent Calendar are voted on as one unit)

A. Approval Special Council Session Minutes-December 18, 2015

B. Approval Regular Session Minutes-December 21, 2015

French moved, Krause supported, CARRIED, to Approve the Consent Calendar as presented. (7-0, vv)

VIII. ITEMS FOR INDIVIDUAL DISCUSSION

A. Request Approval Boards and Commissions Appointments (RCV)

- Local Officers Compensation Committee, Betty Branche, Term to Expire 10-1-2020

Comments were received from Council Member French and Mayor Domingo.

Barnes moved, French supported, CARRIED, to Approve Betty Branche, Local Officers Compensation Commission, Term to Expire 10-1-2020 as presented. (7-0, rcv)

- B. Request Approval for Tentative Agreement for AFSCME Union (DPW Department) (RCV)

French moved, Barnes supported, CARRIED, To Approve Tentative Agreement for AFSCME Union (DPW Union) as presented. (7-0, rcv)

- C. Request Approval Two Year Agreement/Contract (2016-2017) for TPOAM/ACA (Clerical-Finance Dept.) (RCV)

Comments were received from Council Member Brown, City Manager Mitchell and Mayor Domingo.

French moved, Barnes supported, CARRIED, To **TABLE** Two Year Agreement/Contract (2016-2017) for TPOAM/ACA (Clerical-Finance Dept.) as presented. (7-0, rcv)

- D. Request Approval Resolution # 2016-01, 2015 Iron Belle Project Proposal and City Match (RCV)

Comments were received from Council Members French and Brown, City Manager Mitchell and Mayor Domingo.

French moved, Decker supported, CARRIED, To Approve Resolution # 2016-01, 2015 Iron Belle Project Proposal and City Match as presented. (7-0, rcv)

- E. Discussion-Resolution # 2016-02, Attendance Policy

City Manager Mitchell stated the City currently did not have an updated City wide attendance policy. The policy is a first draft will apply to all City employees. Suggestions and comments on the policy are welcome. The policy will be placed on the February 1st, 2016 agenda for Council adoption.

Council Member French stated his appreciation of the policy placing responsibility on the Supervisors for their employees.

Council Member Reid stated the policy was very thorough.

Council Member Brown asked for clarification on the patterned absences.

City Manager Mitchell stated an example of this would be using leave time as quickly as it is earned.

F. Discussion-Resolution # 2016-03, Rules of Conduct

City Manager Mitchell stated this policy was modeled after the best practices for the MML and Public Safety Officers. This policy will apply to all employees and will be placed on the February 1st, 2016 agenda for Council adoption.

Council Member French asked if Item #13 on the Rules of Conduct (Possession and use of controlled substance/narcotics) would cause any medical privacy issues.

City Attorney Harkness stated for employees operating motor vehicles or anything that would inhibit an employee from doing their job would be ok to ask for disclosure. The employee would not be required to detail any medical information other than making management aware that they are taking or had been administered a Class B drug that may inhibit their performance.

Council Member Decker asked if it would be possible to include a list of Class B drugs.

Additional comments were received from Council Member Brown and Mayor Domingo.

G. Discussion-Possible Charter Amendments

City Manager Mitchell stated there are two current charter amendments being reviewed. The first is to change the fiscal year for the City and the second is the re-organization of the Clerk's Office specifically to separate from the Finance Department.

City Manager Mitchell stated the mechanics of making the shift for the fiscal year in the BS & A System is a cumbersome process. She contacted the City of Marshall to see how they handled this process and they stated the fiscal year remained the same and the only change they had recently made was going to a two (2) year budget process. She will be looking into getting additional information of the mechanics of changing to a different fiscal year.

City Attorney Harkness stated he is currently working on the verbiage to separate the Clerk's Office from the Finance Department.

Additional comments were received from Council Members French and Krause and Mayor Domingo.

H. Discussion-Fund Raiser for Holland Park

Council Member Reid stated the Holland Park Transformation Project will be hosting a fundraising play during Black History Month on February 12th, 2016 at 7:00 p.m. & February 13th, 2016 at 4:00 p.m. in the auditorium at Washington Gardner School called "In Search of Giants Who Cared About Me". The play is arranged by former Albion resident Dr. Von Washington, Sr. The campaign is seeking sponsorships to raise \$3,500 to secure the production. Donations can be mailed to the Greater Albion Chamber of Commerce. The admission charge is \$15.00 for adults. Advertisements for the play will be available next week.

I. City Manager Report

City Manager Mitchell updated the Council with the following items:

- She wished everyone a Happy New Year
- Thanked Deb McKenzie for donating the Christmas tree
- Received \$10,000 from Calhoun County Senior Services for Holland Park
- Approximately 15-20 Albion College students will be helping out at City Hall
- The City received confirmation from the DEQ that our water did not show any presence of lead and we received an excellent report. Calhoun County will be having a regional meeting for discussion of how to handle lead problems.

Council Member French asked if he could receive what the PH level in our water is.

- Talks have begun with Congressman Kildee and the Calhoun County Land Bank on how the City can get involved in the Neighborhood Revitalization Program
- Marshall Schools and Albion Community Schools have reached a cooperative agreement for the 6th, 7th and 8th graders to start attending Marshall Schools at the end of January. A meeting is scheduled for Wednesday, January 6, 2016 to discuss several issues that are being planned.

Council Member Barnes asked if there was another plan other than annexation.

Council Member Brown asked if a copy of the grant application made to the State was available.

City Manager Mitchell stated the annexation plan was the direction of the School Board and also that she had not seen a copy of the grant application that had been submitted.

- She reminded everyone the next meeting would be Tuesday, January 19th, 2016 as City Hall will be closed Monday, January 18th, 2016 to celebrate Dr. Martin Luther King's birthday.

J. Future Agenda Items

- Council Member Barnes asked to have an update on the Austin Avenue Initiative added to the next agenda.
- Mayor Domingo asked Council to think about any charter changes for the upcoming elections.

K. Motion to Excuse Absent Council Member (s) (VV)

No action was necessary as all members were present.

IX. CITIZEN'S COMMENTS (Persons addressing the City Council shall limit their comments to agenda items and to no more than five (5) minutes. Proper decorum is required.)

No comments were received.

X. ADJOURNMENT

Krause moved, Brown supported, CARRIED, to ADJOURN Regular Session. (7-0, vv).

Mayor Domingo adjourned the Regular Session at 7:37 p.m.

Date

Jill Domingo
City Clerk

AGREEMENT BETWEEN
THE CITY OF ALBION, MICHIGAN
AND
THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

JANUARY 1, 2016 – SEPTEMBER 30, 2017

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AGREEMENT

THIS AGREEMENT made and entered into at Albion, Michigan, by and between the CITY OF ALBION, MICHIGAN, hereinafter referred to as the CITY, and LOCAL 1248, COUNCIL #25 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL--CIO, hereinafter referred to, individually or collectively, as the UNION, is effective January 1, 2015 through December 31, 2015.

ARTICLE I

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its employees, The UNION, and the citizens of Albion, Michigan.

Recognizing that the interest of the community and the job security of the employees depends upon the CITY'S ability to continue to provide proper services to the community, the CITY and the UNION, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement. The CITY and the UNION agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political beliefs or UNION activities.

ARTICLE II

UNION RIGHTS

Section 1. Recognition. Pursuant to and in accordance with the applicable provisions of Act 336 of the Michigan Public Acts of 1947 as amended by Act 379 of the Michigan Public Acts of 1965, the CITY recognizes the UNION as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all regular full-time employees employed within the CITY in the following Divisions, each of which is a separate division within the Department of Public Services: Division I-- Department of Public Works includes the following units: Cemetery, Parks and Streets. Division II -- Department of Utilities includes the following units: Sewage Treatment Plant, Sewer System, and the Water System. Excluded from coverage under this contract are employees who are members of another bargaining unit, clerical and office employees and department heads and management personnel (Hereafter where the word "employee" is used, it means regular employees covered by this agreement unless otherwise so designated.)

(a) Seasonal or temporary employees shall be defined as an employee who is hired for a period of less than five (5) months, the need for which can be anticipated as likely to reoccur.

Section 2. Exclusive Bargaining. The CITY agrees not to negotiate for the duration of this Agreement with any other labor organization other than the UNION designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1. Nothing contained herein shall be construed to prevent any individual employee from presenting a

grievance and having it adjusted without intervention of the UNION, if adjustment is not inconsistent with the terms of this Agreement. The UNION has a right to be present at such adjustment and the settlement shall not prevent the UNION from processing similar grievances without such individual settlement establishing any precedent for the settlement of such grievances.

Section 3. UNION Security. In accordance with PA 349 of 2012:

A. Employees who are members of the Union may voluntarily elect to have the employer deduct Union dues and/or fees from their pay through payroll deduction. The Employer agrees to make deductions uniformly in each pay period for those employees who have voluntarily elected to have the Employer make such deductions and who have executed a form prepared by the Employer. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees who have elected to have such deductions made shall be remitted together with an itemized statement to the Financial Officer of the Union. The employee may revoke the authorization at any time by filling out a revocation form prepared by the Employer.

B. Employees of the bargaining unit that are represented by the UNION shall be determined to be in compliance with this UNION security clause if they are not more than sixty (60) days in arrears in payments of membership dues or the sum equivalent to membership dues as a charge for representation services.

C. The Employer shall be notified in writing by the UNION of any employees in the bargaining unit that are represented by the UNION who are sixty (60) days in arrears in payments of membership dues, or the sum equivalent.

D. With regard to the above Section 3.A., the Union hereby agrees to hold the Employer harmless from any and all liability that may arise in consequence of the

application of the section. Any requests by employees for actual or alleged overpayments shall be made directly to the Union through its Treasurer, within two weeks of the actual or alleged over-payment. In cases where Union dues and/or fees are deducted in error and are sent to the Union, the Union shall promptly refund any monies owed the employee upon presentation of proper evidence. Such presentation shall be made within two weeks of the receipt of the check in which overpayment occurred.

E. If PA 349 of 2012 is found to be invalid by a Court with jurisdiction, or is repealed or superseded in any way in which it becomes legal to bargain union membership or representation (agency) fee payment is permitted to be a condition of employment, Article 4 of the January 1, 2011 – December 31, 2013 collective bargaining agreement shall be reinstated and full and take effect.

Section 4. Dues Check-Off and P.E.O.P.L.E. Check-Off. The CITY agrees to deduct UNION initiation fees and periodic membership dues levied by the UNION in accordance with its Constitution and By-Laws, or the alternate service fee, from the pay of any employee who has signed and delivered to the CITY a written authorization for such deduction on the standard form used by the UNION. The City also agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the City and the Union.

A. The UNION shall furnish and deliver to the CITY, the authorization forms provided for above, which forms shall comply with the requirements of any State or Federal law applicable hereto.

B. Any authorization form which is incomplete or in error will be returned to the UNION, and no check-off shall be made by the CITY until such deficiency is corrected.

C. Any dispute as to whether or not an employee properly executed or properly revoked a check-off authorization form shall be reviewed between representatives of the CITY and the UNION. Should this review not satisfactorily dispose of the matter, it may be referred, by the UNION or the CITY, to Step Three of the grievance procedure hereinafter provided.

D. The check-off forms will be signed and otherwise completed outside regular working hours.

A monthly check-off deduction for each employee who has authorized such a deduction will be withheld from each such employee's check if he has sufficient net pay to cover his/her obligations to the UNION for that month (as defined in Section I above).

1. The check-off shall cover only such amounts due by the employee to the UNION for the month in which the check-off is made.

2. If a deduction is made by the CITY which duplicates a payment already made direct to the UNION by an employee, or if a deduction is made which is not in conformity with the UNION Constitution and/or By-Laws, the refund to the employee will be made by the UNION.

All sums deducted pursuant to the provisions of this Article shall be remitted to the UNION at the end of each calendar month along with a listing of deductions by employee.

3. Together with its remittance, the CITY shall submit a list of the employees for whom deductions have been made and the amount of each such deduction per employee.

4. If the UNION does not give the CITY written notice within thirty (30) days of receipt of a remittance, that any discrepancy exists between such remittance and the remittance shown due by the UNION's records, then the CITY's remittance shall be deemed correct.

Section 5. Indemnity Provision. The UNION agrees to defend, indemnify and save the CITY harmless against any and all claims, suits, or other forms of liability of any nature arising out of its deduction from an employee's pay of UNION dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The UNION assumes full responsibility for the disposition of the deductions so made once they have been deposited with the UNION.

Section 6. UNION Activity. The UNION agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in UNION activity during working hours.

Section 7. UNION Committee. The CITY agrees to recognize a UNION Committee consisting of three (3) stewards or alternate representatives and the Local UNION President and such representatives of the Council and/or the International as the UNION deems necessary. The CITY agrees to meet with up to three (3) members of the local Union Committee for the purpose of collective bargaining and a member of AFSCME Council 25 and with all or a portion of the UNION Committee for special conferences and the processing of grievances as set forth in this Agreement. Employees engaged in such meetings shall suffer no loss of pay for time necessarily

lost from their regularly scheduled working hours, provided that such meeting has been scheduled by the UNION and the CITY.

Section 8. UNION Stewards. The employees covered by this Agreement shall have steward representation as follows:

One (1) steward Cemetery, Parks

One (1) steward Sewer, Water, Sewage Treatment Plant

One (1) steward Streets

In addition to the stewards set forth above, alternate stewards may be selected to serve only when a regular steward is absent.

The local UNION President shall also serve as the Chief Steward.

The UNION shall keep the CITY'S Director of Public Services currently advised, in writing, of the stewards and alternate stewards and of the divisions for which each serves as stewards. Only such duly certified stewards shall be recognized by the CITY as representatives of the Local UNION.

Section 9. Bulletin Boards. The CITY agrees to provide a bulletin board in the Department for the sole use of the UNION to post notices of its meetings, elections, and recreational or entertainment activities. Such notices shall contain nothing of a political or defamatory nature.

ARTICLE III

MANAGEMENT RIGHTS

The UNION recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Department of Public Services and its employees are vested solely

and exclusively in the CITY. Whatever is not covered by this Agreement shall then be covered by the City of Albion's Employee Policies and Procedures handbook. The CITY shall have the right to discharge and discipline employees, with just cause. The CITY, in the course of its exercise of the right to manage the affairs of the CITY may, from time to time, make reasonable rules and regulations or issue general orders not in conflict with this Agreement.

Nothing contained herein shall be considered to deny or restrict the CITY of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the CITY.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of CITY policy, the operations of the CITY and the direction of the employees are vested exclusively in the City Manager or his/her designated representatives when so delegated by the City Manager.

The CITY reserves the right to subcontract any bargaining unit work it deems appropriate and is in the best interest of the citizens of the CITY, so long as no employee in the bargaining unit is thereby denied his/her regular hours of work.

ARTICLE IV

NO STRIKE CLAUSE

During the life of this Agreement, the UNION shall not cause, authorize, sanction or condone, nor shall any member of the UNION take part in any strike, sit-down, stay-in, slow-down, work stoppage, curtailment or work, concerted use of paid leave time, restriction of work. The CITY agrees that it will not lockout the employees.

The UNION agrees that it (and its members) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, restrictions of work or interference with the operations of the CITY by notifying the employees and the public in writing that it disavows these acts. The UNION further agrees that the CITY shall have the right to discipline (including discharge) any or all employees who violate this Article, and such discipline shall not be subject to the Grievance Procedure. The only issue subject to the Grievance Procedure is whether or not an employee participated or engaged in such prohibited conduct.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Definitions

A. GRIEVANCE - A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of a specific provision or provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and it shall adequately set forth the facts pertaining to such alleged violations. It shall be void if it fails in one of the foregoing respects. If an error occurs in the drafting of a grievance, the Steward will be given until the end of the next working day an opportunity to resubmit a corrected grievance.

B. WORKING DAY – For this Agreement when references are made to time periods in days, it shall mean a working day which shall be Monday – Friday, 8 A.M. to 5 P.M. except for holidays.

Section 2. Verbal Procedure. An employee may first discuss a grievance with the Deputy Director of Public Services and he/she may request to have his/her steward present, in which event the Deputy Director shall arrange a time and place and/or arrange for the alternate steward to be present if the regular steward is absent.

If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the third (3rd) working day following the last day of discussion of the grievance. The settlement shall be signed by the Deputy Director, and a copy of the settlement shall be given to the employee and to the appropriate steward.

If the grievance is denied, it must be continued according to the written procedure set forth in Section 3 et seq.

Section 3. Written Procedure.

Step One. If the grievance is not settled through the verbal procedure in Section 2, it shall be reduced to writing in accordance with Section 1 above, shall state the date it was denied by the Deputy Director in the verbal procedure, shall be signed by the employee, his/her steward and presented to the Deputy Director, provided that such must be done no later than the end of the fifth (5th) working day following denial of the grievance in the verbal procedure, failing which, as above provided, it will be deemed to have been withdrawn without prejudice.. The UNION's Step One written grievance shall include a statement of the UNION's position and judgment in the matter, and reference to the paragraph(s) of the contract relied upon in reaching such position.

The Deputy Director shall render his/her written disposition of any grievance so filed, no later than the end of the fifth (5th) working day following the day of his/her receipt of the grievance, and he/she shall give a copy of his/her disposition to the employee's steward, or, in the regular steward's absence, to his/her alternate, who

shall endorse the Deputy Director's copy to indicate receipt and date thereof by the UNION of such disposition.

Step Two. If the grievance disposition given in Step One is not considered satisfactory, the grievance may be filed in Step Two by the Local UNION President, who shall submit it to the Director of Public Services, no later than the end of the fifth (5th) working day following the date of the disposition of the grievance in Step One. Failure to so advance a grievance to Step Two shall result in its being deemed withdrawn without prejudice.

After investigation of the grievance, and discussion of it with the Local UNION President, if the President so requests, but in any event, no later than the end of the fifth (5th) working day following receipt of the grievance, the Director of Public Services shall give his/her written disposition of the grievance to the Local UNION President who shall endorse the Director's copy to indicate receipt and date thereof of such disposition.

The employer's Step Two answer shall include a statement of the employer's position and judgment in the matter, and reference to the paragraph(s), of the contract relied upon in reaching such a disposition.

Step Three. If the grievance disposition given in Step Two is not considered satisfactory, the grievance may be filed in Step Three by the Local UNION President who shall submit it to the City Manager. If the grievance is not so submitted in Step Three by the end of the tenth (10th) working day following its disposition in Step Two, it shall be deemed to have been withdrawn without prejudice.

As promptly as possible after filing of a grievance in Step Three, but no later than ten (10) working days after it is so filed, it shall be considered by the City Manager or his/her designated representative (who may have a meeting with the

UNION and have present the Deputy Director involved and/or the Director of Public Services). The UNION will be represented by the UNION President or his/her designated representative, the involved division steward and/or at the UNION's discretion, the UNION staff representative.

A written disposition of the grievance shall be given by the City Manager to the Local UNION President no later than the end of the tenth (10th) working day following such meeting. This answer shall include a statement of the CITY's position and judgment in the matter and reference to the paragraph(s) of the contract relied upon in reaching such disposition.

Step Four. If the grievance disposition submitted to the UNION in Step Three is unsatisfactory, and the UNION desires to go to arbitration, it may do so provided it makes a written request to City within fifteen (15) working days after receipt of the Step Three answer. Within thirty (30) working days of receipt of such notice of intent to arbitrate, the parties shall attempt to select an Arbitrator on an ad hoc basis. In the event the parties are unable to mutually agree upon an Arbitrator, the moving party shall then make a written request within fifteen (15) working days of said event, to the Michigan Employment Relations Commission (MERC) to submit a panel of arbitrators from which one may be chosen in accordance with their rules. The following rules shall apply:

A. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.

B. Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any Supplemental Agreement. The Arbitrator shall have no power to establish wage schedules or rates or to change any rate unless it is provided for in this agreement.

C. Either party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require or find useful to weigh the merits of the contentions of the parties, provided, however, that such facts or material must have been discussed at some point in the grievance procedure preceding this step.

D. It shall be the responsibility of the arbitrator to render a decision within thirty (30) calendar days of the closing of the case.

E. The charges of the arbitrator for his/her fee and expense shall be shared equally by the CITY and the UNION.

F. The expenses and fees of witnesses and representatives appearing on behalf of either party shall be borne by the party for whom they appear.

G. The arbitrator's decision shall be final and binding upon the parties.

Section 4. Grievance Procedure - General. It is understood and agreed that any grievance settlement arrived at hereunder, between the CITY and the UNION, is binding upon both parties and cannot be changed by any individual employee.

If the CITY's representation in Step One, in Step Two, or in the meeting in Step Three, fails to answer a grievance within any time limit set forth for him/her herein, the grievance shall be automatically advanced to the next step.

For working time necessarily spent in investigating a grievance or in discussing such a grievance with a representative (or representatives) of the CITY, a steward (in his/her capacity as such or as a member of the Employee's Committee) shall be paid at his/her regular straight-time rate, for those hours during which he/she would otherwise have been at work for the CITY. Such investigation or discussion shall be performed without undue loss of working time. In no event shall any such UNION representative leave his/her work for such purpose before first notifying and obtaining approval of the Deputy Director or turning his/her work over to a replacement who shall

be provided by the Deputy Director as promptly as is practical under the circumstances. In the absence of the Deputy Director, prior approval must be obtained from the Director of Public Services. Such approval will not be unreasonably denied.

It is agreed that any grievance must be filed as soon as it is known to exist or might reasonably have been known to exist, but not later than five (5) working days after the occurrence of the event upon which it is based, and that, in any event, no grievance claim shall be valid for a period prior to the date such claim was first filed in writing in accordance with the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him/her from employment, self-employment, or unemployment compensation.

Section 5. Outstanding Grievances. All outstanding grievances are settled at the last response from the CITY.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Section 1. City Rights. A representative of the CITY may discipline an employee for just cause, as outlined in the Rules of Conduct, most recently adopted, or suspend an employee pending an investigation to determine whether disciplinary action may be warranted and, if so, the extent of the disciplinary action. The CITY agrees not to take into consideration or otherwise use the employee's past record of Section 1 violations which occurred thirty-six 36 months prior to the incident being considered for discipline, and/or to determine the penalty for the incident under consideration. Section 2 violations will be considered as outlined in the Rules of Conduct. The CITY shall

investigate and review the need for disciplinary action in a timely and expedient manner. The CITY shall issue discipline within thirty (30) working days from the date that the CITY (Director of Public Services and/or Deputy Director of Public Services, City Manager) had knowledge of the incident.

Section 2. Just Cause. After completion of the orientation period, no employee shall be suspended or discharged without just cause.

Section 3. Grievance Rights. In the event an employee in the Bargaining Unit is suspended from work for disciplinary reasons or is discharged from his/her employment after the date hereof, such suspension or discharge shall constitute a case arising under the grievance procedure at Step Two.

Section 4. Reinstatement. If it is decided that the employee was unjustly suspended or discharged, the CITY shall reinstate such employee and pay whatever compensation to the employee, as is decided is fair under the grievance procedure. Said compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension.

Section 5. Personnel File. The employee shall have the right to review his/her attendance record and the record of disciplinary action in his/her personnel file at any reasonable time. The employee shall be furnished a copy of any new entry of disciplinary action and shall be given the opportunity to initial or sign such entry before its introduction into his/her file.

Section 6. Union Representation. If an employee is under consideration of or is to be disciplined, the Supervisor will inform the employee and his/her designated steward of this and offer the employee the opportunity to have a steward present during the meeting. If the employee refuses a steward, he/she will so state in a signed, written statement, a copy of which shall be submitted to the appropriate steward. In such case,

the CITY agrees to inform the employee's steward of the outcome in writing. The employer agrees any discipline or investigation of possible discipline shall be conducted in a confidential manner so as not to expose the employee to other employees or the general public except for the UNION Representative.

ARTICLE VII

SENIORITY

Section 1. Seniority Defined. Seniority is defined as an employee's length of continuous, full-time employment with the CITY since his/her last date of hire, where the employee has successfully completed his/her orientation period as hereinafter provided. "Last date of hire" means the date upon which an employee first reported as a regular full-time employee since which he/she has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or for layoffs due to lack of work or funds.

A. Leaves of absence without pay in excess of thirty (30) calendar days shall cause the employee's seniority to be frozen at that point in time.

Section 2. Orientation Period. All new employees shall be orientation (probationary) employees until they have actually worked for the CITY for six (6) consecutive calendar months of continuous employment. The purpose of the orientation period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes which qualify him/her for regular employee status. During the orientation period, the employee has no seniority status and may be terminated in the sole discretion of the CITY without regard to his/her relative length of service, and

without recourse to the grievance procedure. During the orientation period for new hires, the employee may be evaluated and counseled at any time, with a minimum of two (2) times - once after three (3) months and again after five (5) months. After completion of the six (6) month orientation period, the employer shall have thirty (30) working days to complete a final written evaluation of the employee. This evaluation report shall conclude that the employee has successfully completed the orientation period or shall conclude that the employee is to be terminated. Upon the successful conclusion of his/her orientation period, the employee's name shall be added to the seniority list as of his/her last date of hire.

Orientation employees, in accord with CITY policy, are entitled to health and life insurance benefits, subject to the terms of the insurance carriers. An orientation employee shall receive credits toward his/her vacation; sick leave and longevity pay during his/her orientation period which vests only upon the successful completion of said orientation period. Orientation employees are eligible to receive holiday pay.

If an employee is laid off during his/her orientation period and is returned to work by the CITY and works at least one (1) calendar month, he/she shall be credited with such period of work towards completion of his/her orientation period. If he/she completes a total of six (6) months of work within a one (1) year period, he/she is deemed to have completed his/her orientation period.

The CITY has no obligation to re-employ an employee who is laid off or discharged during his/her orientation period.

Section 3. Job Transfer. If an employee is transferred to a position with the CITY which is not included in the unit covered hereby and he/she is thereafter transferred again to a position within such unit, he/she is deemed to have accumulated seniority while working in the position for up to six (6) months to which he/she was

transferred. If the employee remains in the position beyond six (6) months, his/her seniority shall be frozen. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 4. Seniority List. The CITY will maintain an up-to-date seniority list of employees. The seniority list shall show the original bargaining unit CITY seniority date and the date the employee first worked in their current unit of either the Division of Public Works or the Division of Utilities. A copy of the seniority list will be posted on the appropriate bulletin board each six (6) months. The names of all employees who have completed their orientation periods shall be listed on the seniority list in order of the last date of hire, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their position on the seniority list shall be determined by the higher number of the last four (4) digits in their Social Security number.

Section 5. Loss of Seniority. An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event the employee is:

- A. discharged for just cause, or
- B. retires under the CITY's Retirement Plan, or
- C. quits, or
- D. is laid off for a period of one (1) year, or
- E. is on sick leave of absence for a period of one (1) year unless, prior to the

expiration of such one (1) year period the employee shall have applied for and have been granted an extension of his/her sick leave (or, thereafter, an even further extension) in which case he/she shall not lose seniority until the expiration of his/her last extension of leave or a total of two (2) years on sick leave, whichever shall first occur, or

F. accepts employment elsewhere while on leave of absence (other than military service or UNION business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence, or

G. fails to report for work at his/her designated starting time on his/her first work day after expiration of a leave of absence, or

H. fails to report for work upon being recalled from a layoff within three (3) working days after he/she is notified to do so by certified or registered mail sent to his/her address on record with the CITY, or

I. absence from work without permission, for three (3) successive scheduled workdays.

Employee shall lose seniority within a division should the employee bid into or during layoff, bump into another division.

Section 6. Exceptions to the above General Rules. An employee whose name is removed from the seniority list for any of the reasons "(b) through (i)" above, shall be deemed to have quit, subject only to the following exceptions:

If an employee falls within situations G, H, or I, and his/her failure to report or his/her absence from work is on account of illness or injury or other serious reasons beyond his/her control, he/she may retain his/her seniority if he/she has notified the Director of Public Services or the Deputy Director of his/her department of such reasons by certified or registered mail before the expiration of his/her leave in the case of (g) or before the expiration of the three (3) day period in the case of (h) or before the end of his/her scheduled shift on the third (3rd) working day in the case of I.

It is recognized that the CITY may require substantiation of the reason given by an employee under which he/she claims an exception as above. If the reason is not substantiated upon such request to the satisfaction of the CITY, and the CITY

determines that the employee's loss of seniority shall stand, the employee may appeal the CITY's determination to grievance procedure hereinafter provided.

Section 7. Applications.

A. In awarding bids for a posted vacancy the Employer shall award the most senior qualified person within the individual units of either the Division of Public Works or Division of Utilities.

Should there be no bidders within the unit of the posted division (Division of Public Works or Division of Utilities), then qualified employees in the other units under the respective Divisions shall be given the next consideration, based on their seniority within their current Division.

Should there be no bidders within either the Division of Public Works or the Division of Utilities, then qualified employees in other departments shall be given the next consideration using their city wide seniority. In the event the senior employee is not given preference, he/she shall be given the written reason therefore. If the employee disagrees, it will be subject to the grievance procedure.

B. Seniority shall be used as outlined in Article VIII for Layoff and Recalls. In promotions to higher paid classifications, seniority shall be one consideration for receiving the position. When an employee requests a lateral transfer between divisions in the same classification, only CITY-wide seniority shall be used when there are no other bidders within the division.

C. Application of Division Seniority.

Divisional Seniority shall determine the order of picking vacation time and who receives a lateral transfer, promotion, or demotion in bidding for a divisional position.

Should a job be discontinued in a Division, the least senior employee in that classification in that Division shall be displaced and exercise his/her seniority or be laid off.

Section 8. Super Seniority. Notwithstanding their position on the seniority list, the President of the Local UNION, in the event of a lay-off shall be continued at work so long as there is a job in the bargaining unit for which he/she has the ability to perform.

Notwithstanding their position on the seniority list, during the period of their appointment, division stewards, in the event of a lay-off, shall be continued at work so long as there is a job in their division for which they have the ability to perform, and shall be recalled to work following a lay-off on the first open job for which they have the ability to perform. It is understood and agreed that division stewards shall be retained in the division and on the shift they occupied at the time of and for the duration of their appointment unless it is necessary to have the functions performed by their classification performed on another shift and/or division and there are no other employees available who can perform such functions on such other shift and/or division.

Section 9. Division Seniority. Seniority is given first consideration based on the most recent date of hire within the respective Divisions under Public Services (Division of Public Works or Division of Utilities). Seniority between the two Divisions, or any unit, under Public Services does not transfer. Should the employee seek to return to their prior position or apply for a new position with the previous Division, the Division and Unit Seniority are foregone after the ninety (90) work day probationary period.

ARTICLE VIII
LAYOFF AND RECALL

Section 1. Layoff. Employees shall be laid off according to the following procedures. Orientation employees shall be laid off first in the affected classification within a division. Thereafter, employees shall be laid off in reverse order of seniority in the affected classification within the division.

Seniority employees laid off as provided above may bump by the following procedure. The employee may bump the less senior employee in an equal or lower classification within their division; however, if there are no employees in the division in an equal classification the employee can bump, he/she will be allowed to bump into other divisions if he/she has the seniority to do so before bumping to a lower classification. In exercising bumping rights, an employee shall be deemed to be qualified if after a ten (10) working-day training period, he/she can satisfactorily perform the required work as determined by the City.

Employees who are to be laid off will be given as much advance notice of lay-off as possible under the circumstances. In the event of an extended (i.e., 2 weeks or more) layoff of an employee, the CITY will give a minimum of seven (7) days advance notice.

Section 2. Recall. Employees will be recalled by seniority, providing the employee can perform the available work within a ten (10) work-day training period as determined by the City.

A. Community service workers, government program workers, temporary and seasonal employees can be used except during the time of lay-off or while members of the bargaining unit are working reduced hours.

In addition, community service workers, government program workers, temporary and seasonal employees will not be used if the ALBION AFSCME bargaining unit is in layoff status.

For the purpose of this section, a reduction in force due to the loss of an employee for the following reasons - promotion out of the bargaining unit, death of an employee, an employee quits his/her job, is removed for cause, retires, etc., - will NOT put this CITY or the UNION into a layoff condition relative to this provision of the contract.

B. The CITY shall not use permanent part-time employees to perform the normal work activities of bargaining unit members.

ARTICLE IX

PROMOTIONS AND ASSIGNMENT

Section 1. New Jobs and Classification Modification. If, during the life of this Agreement, a new job classification is created, or an existing job classification is significantly modified or new tasks are added, the CITY shall establish the job duties and rate of pay range applicable thereto and shall promptly notify the UNION of its decision.

The classification and rate so assigned by the CITY shall become permanent at the end of twenty (20) working days after such notice is given to the Local UNION President unless the UNION protests the rate. If the UNION believes the rate set for the job is out of line in relation to the job classifications and rate ranges covered by this Agreement, the Local UNION President shall request in writing, within ten (10) working days after the UNION has been notified of the rate assigned by the CITY, that a

meeting be held between the President, the relevant steward and the Director of Public Services for the purpose of negotiating the rate for the job.

If the President so requests such discussions, the Local UNION President, the relevant steward and the Director of Public Services shall all expend their best efforts to conclude such discussions in a mutually satisfactory manner within five (5) working days following the President's request. If they are unable to do so within such period, the matter shall be referred to Step Three of the grievance procedure.

If the rate of pay on such a new or modified job, either through informal discussion or the grievance procedure, is settled higher than the rate which the CITY originally assigned to it, such higher rate shall be applied retroactively to the date the job was first worked, unless mutually agreed otherwise between the CITY and the UNION.

The UNION accepts the most recently adopted job descriptions as presented by the CITY.

Section 2. Job Posting. A position within a division will be considered vacant when it is a newly created permanent job position or when an employee is transferred or promoted to another position, or quits, or is discharged for cause, retires or dies. If the CITY determines that it is to be filled, it shall be posted in both the two Division of Public Works and the Division of Public Utilities, and any units hereof, for a period of five (5) full working days. Such posting shall contain the division in which the vacancy occurs, the job classification, wage rate and shift.

During the period of the posting of a job, an employee may bid for it by making proper application in the CITY's Personnel Department for the vacant position. The CITY shall notify the President of Local 1248 in writing if the CITY decides not to fill

the position. This notice shall be given within twenty (20) working days of the first day of the vacancy.

Section 3. Promotions. When and if the CITY creates a permanent new job classification or a present position becomes vacant, the CITY shall establish responsibilities thereof, set the qualifications and rate of pay therefor and advise the UNION.

Bidders in the particular units of the Department of Public Services in which the job is open shall first be considered by the CITY, based on the following criteria:

- A. Ability to perform the work as required;
- B. Previous work record which includes good attendance and work performance;
- C. Physical ability to perform the required work with no restrictions.

The CITY shall select the most senior employee who satisfactorily fulfills all of the above requirements. The procedure shall conform to Article VII Seniority, Section 7 Application, subject to the grievance process.

After an employee's successful transfer to a job for which he/she has bid, he/she shall be ineligible to bid for another posted job until he/she has served on the job obtained by bidding for six (6) months thereafter. However, if the job for which he/she desires to again bid is a higher paying job than the job he/she successfully bid for, he/she shall be eligible to bid after working thirty (30) days on the job.

Should the CITY not fill the job from within the particular division in which the job is open, the bids of employees in other divisions in the Department of Public Services shall next be considered by the CITY in accordance with the provisions of this Article.

If an open job is not filled through the methods above provided, the CITY may hire from outside the unit.

Section 4. Job Performance. During the first ninety (90) work days in his/her new job, a successful bidder may elect to return to his/her former job, if he/she so desires, or the CITY may at its option, transfer him/her back to his/her former job.

A written performance evaluation shall be completed by the Deputy Director for all newly transferred employees. This performance evaluation shall detail the employee's performance to date in the new job classification. Evaluation of an employee shall be made at the end of thirty (30), sixty (60) and eighty (80) days, with a copy to the employee and shall include the Deputy Director's recommendation concerning the employee's potential for satisfactory performance in the new job classification. An unsatisfactory evaluation at the end of 90 days may cause the employee to be returned to his/her former job. If the job is vacated during such period, the CITY may select the next senior employee most qualified for the job who bid thereon or it may re-post the job.

Section 5. Temporary Job Assignment. The CITY has the right to temporarily assign employees irrespective of their seniority status from one job classification to another to cover for employees who are absent from work (for the duration of such absence) due to illness, accident, vacation, or leaves of absence. The CITY shall also have the right to temporarily assign employees irrespective of their seniority status to fill jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed three (3) months. It is understood and agreed that an employee temporarily assigned in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he/she is temporarily assigned.

It is further understood and agreed that any employee who is temporarily assigned under the provisions of this section and works in a higher job classification in excess of one (1) hour on the job, they shall receive the rate of pay to which he/she is assigned or his/her regular rate of pay plus twenty (20¢) cents per hour, whichever is higher, for the time spent on said job each time he/she is assigned thereto, and all hours thereafter until he/she is removed from said job. The CITY agrees not to abuse this provision for the purpose of avoiding payment at the higher rate of pay.

In accordance with the conditions described in this paragraph, a general foreman in each division who is assigned to perform duties as an acting Deputy Director by the Director of Public Services or City Manager will receive a payment of an additional fifty (\$50.00) Dollars for each period of forty (40) or more consecutive work hours. This extra compensation is not authorized for periods of time less than forty (40) working hours. When acting as supervisor, general foremen will not receive extra compensation for investigative call outs, however, they will be paid for all hours actually worked on a specific job.

Section 6. Classification Assignment. An employee, except for the new foreman position(s) who is permanently assigned a different classification shall be placed on the same level (level being equal to longevity as shown in the chart, i.e., 6 months, 18 months, and 30 months) as the level the employee was previously paid. This includes promotion, lateral transfer, and/or movement to a lower grade. This applies to probationary, permanent and temporary assignments. This level is representative of the time served in the employ of the CITY and not the time served in a certain grade.

Section 7. Training-New Technologies, Machinery and/or Procedures. CITY

shall provide a reasonable level of training to each incumbent employee in a covered position to enable him/her to adequately utilize any new technology, machinery or procedures incorporated into said incumbent employee's position requirements. Such training shall not include basic skills, such as reading, writing, math or driving.

In no case shall an incumbent be reduced in pay from his/her existing level of compensation due to inability to satisfactorily complete the offered training.

This Section shall not be construed or invoked as a modification of requirements of Article IX, Section 4.

ARTICLE X

HOURS

Section 1. The Regular Work Week. The regular work week of employees covered hereby shall be forty (40) hours, which occur between 12:01 A.M. on Sunday and 12:00 midnight the following Saturday.

The regular work day will be eight and one-half (8½) hours per day, which includes the one-half (½) hour unpaid lunch period, which occur in the twenty-four (24) hours beginning at midnight and ending at 11:59 P.M. each day.

However, nothing contained herein shall be construed to constitute, or guarantee eight (8) hours of work or pay per day or forty (40) hours of work or pay per week.

The regular day shift hours shall be from 7:00 a.m. to 3:30 p.m. for the Cemetery, DPW, Water and Sewer Departments. The CITY shall retain the authority to change the work schedules of isolated job classifications when such change is issued at

least twenty-four (24) hours in advance of the scheduled starting time, or as much advance notice as is reasonably possible of the scheduled starting time.

However, Waste Water Treatment Plant employees shall work an average of forty (40) hours per week according to a shift schedule of daily work. This schedule shall be posted on the bulletin board in the Waste Water Treatment Plant. In the case of waste water treatment plant employees, the regular or normal day's first shift or day shift hours shall be 7:00 a.m. to 3:00 p.m. which includes one-half (½) hour paid lunch period. Waste Water Treatment Plant employees shall not leave the facility during their paid lunch break; doing so will invoke disciplinary procedures.

A deviation for all employees within a division from the normal day shift due to seasonal weather conditions or a change of the standard of time may be a shift starting not earlier than 6:30 a.m. or later than 8:30 a.m., provided, seven (7) calendar day's notice is given in advance thereof.

All employees will be ready to receive their work assignments at their assigned starting time.

The CITY shall have the right to install time clocks at any time during the life of this Agreement and to require employees to punch in on a time clock at the start of their work day, and out at the end of their work day and at any time they leave their assigned work station.

Section 2. Week-End Work Shift. The CITY reserves the right to establish a week-end work shifts. Employees may volunteer to work on Saturday and/or Sunday as part of their regular forty (40) hour work week. However, in the event an insufficient number of employees volunteer to change their work week to include Saturday and/or Sunday as part of their regular forty (40) hour work week, then the CITY may require an employee(s) to work on Saturday and/or Sunday as part of the regular work week, such

employee to be selected with inverse seniority as the junior employee in the division. It is anticipated that the CITY will continue to cover weekend work at the water plant and the parks with overtime. This work would be rotated among qualified employees in the respective division on a voluntary basis. If no employee volunteers for said work then the CITY shall require a qualified employee in the division to work on Saturday and/or Sunday. Such employee to be selected in accordance with inverse seniority as the junior qualified employee in the division. Employees scheduled for weekend work shall receive a minimum of three (3) hours of overtime pay for each scheduled weekend day.

None of the foregoing provisions shall apply to Sewage Treatment Plant employees who are governed by Section 1 of this Article.

Section 3. Break Periods. Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their eight (8) hour shift and a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their eight (8) hour shift wherever they may be at the time they desire to take their break.

Employees working overtime after their regular shift shall be given a fifteen (15) minute break after their first one-half hour of overtime and one fifteen (15) minute break each additional four (4) hour block of time. Employees called in on their off day shall be given breaks as called in a regular scheduled day.

It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time. Both parties hereto recognize that under certain conditions it will be impossible or impractical for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Under those circumstances, an employee's supervisor has the right to determine when a break period may be taken.

Smoking breaks are only permitted during the 15 minute rest/break and lunch periods. Additional rest/break time is not provided for employees who smoke. The City of Albion maintains a smoke free workplace. Smoking is prohibited in city vehicles and within 25 feet of building entrances and exists. Smoking is only permitted in designated areas. Violations of this section are subject to disciplinary action.

Section 4. Overtime. Except on seven (7) day operations, an employee shall be paid at one and one-half (1½) times his/her regular hourly rate for all authorized work performed in excess of eight (8) hours per day and for work performed on Saturday and Sunday as such, provided the employee has worked forty (40) hours during that week. All paid leave except sick leave is considered as time worked. Overtime scheduled 24 hours or more in advance shall be exempt from the forty (40) hour work hour prerequisite and paid at one and one-half (1½) times the regular hourly rate, regardless of the total number of hours worked during that week.

If an employee is not allowed to work his/her normal work shift because of lack of work, the hours worked outside the regular work day shall not be lost as overtime hours. If, however, the employee elects to go home during the normal work day, only those hours worked over eight (8) hours will be considered as overtime.

When scheduled for overtime and the employee has sick time included in the forty (40) hour work week, a doctor's excuse shall be required.

On seven (7) day operations (i.e., Sewage Treatment Plant) time and one-half will be paid for the average hours worked in excess of forty (40) hours for each week of a two (2) week pay period.

Section 5. Overtime Work Requirement. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees of

the Department of Public Services to work overtime, either scheduled or emergency call-in. Department of Public Services employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. All overtime work shall be accomplished utilizing qualified volunteer employees when feasible. Any employee who is assigned to a job during their regular work shift shall continue on that project into overtime if it is determined that overtime is authorized. If the employee does not desire to continue the work into overtime, he/she will notify the supervisor as soon as possible and remain on the job until relieved. In this respect, each Division will maintain separate lists of volunteer employees for scheduled overtime and for emergency call-in overtime where applicable. When sufficient qualified volunteers are not available, employees will be assigned involuntarily in reverse order of seniority by division. The following procedures will govern the formation and use of overtime lists in all divisions.

A. Prior to October 1 of each year, all divisions will post a bulletin for each overtime list they maintain and employees may indicate their desire to be called for overtime work. Employees who sign these voluntary overtime postings shall be placed on a voluntary overtime list originally by seniority. The bulletin shall remain posted for ten (10) working days. Employees who fail to sign up on these voluntary lists shall have no right to work overtime under this subsection unless the required manpower cannot be obtained from the voluntary list.

In obtaining workers for overtime work within each division, the CITY will contact volunteers from the appropriate list in rotation. If on a given occasion an employee who is next in rotation on the overtime list is not given the opportunity to work available overtime hours, he/she shall be offered the next overtime opportunity, and upon written request he/she may be paid up to but no more than two (2) hours call-in

pay for opportunity missed. Should it become necessary to go beyond the volunteer overtime list to make up a needed crew, the least senior employee not on the volunteer list capable of doing the job shall be called and shall be required to report-in for work.

Employees who sign the volunteer overtime list and who refuse or fail to report for said overtime when contacted more than two (2) times shall have their name removed from that list. Employees who sign a voluntary overtime list and are unavailable to report for said overtime because they cannot be reached on the fourth (4th) attempt shall have their name removed from the list.

An employee who has placed his/her name on the volunteer list may remove his/her name from said list; however, they shall be ineligible to reinstate their name on that list until the next posting period.

A. Overtime Call-In Procedure:

On-call supervisor (DPS Director, Deputy Director, General Foreman) makes the determination that overtime is needed.

1. Call qualified employees from the voluntary list for the division where work is needed.
2. Call remainder of qualified employees from the division on a seniority basis, with the least senior employee being ordered to work.
3. Call qualified employees from the other division without regard to seniority, i.e. find a qualified employee anyway you can.

Section 6. Computation of Overtime. The regular rate as set forth in Appendix A will be used as the basic rate in the computation of overtime.

ARTICLE XI

WAGES

Section 1. Classification. The job classifications, rate ranges, and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof. Wages and all other benefits are limited to employees on the payroll on the date of ratification or signing of this Agreement.

Section 2. Work Requirement. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required to render a fair day's work for the CITY.

Section 3. Pay Period. Normal pay period commences at 12:01 A.M. on Sunday of each payroll period.

Section 4. Shift Premium. An employee who works the second shift is entitled to a paid shift premium of thirty (30¢) cents per hour. An employee who works the third shift is entitled to a paid shift premium of forty (40¢) cents per hour.

Section 5. Call-in Pay. An employee who is called in to work outside of his/her scheduled working hours shall be guaranteed enough work to give him/her two (2) hours at one and one-half (1½) times his/her regular straight time hourly rate of pay. This provision does not apply to employees who are previously scheduled to start work prior to their regular starting time or who may be retained after their regular quitting time.

Call-in pay hours are separate and distinct from overtime hours and will be paid at the rate of one and one-half (1½) times the employee's regular straight time hourly rate regardless of the number of other hours worked in that day or that week. Hours worked in addition to the minimum guaranteed call-in hours shall be considered to be overtime hours.

Employees called in one (1) hour or less just before their regular starting time shall be guaranteed enough work or pay to give them a minimum of one (1) hour pay at time and one-half their regular straight time hourly rate of pay.

Section 6. Report-In Pay. An employee permitted to come to work without having been notified that work on his/her regular job is not available may, at the CITY's option, either be sent home or be put to work on any job to which the CITY may assign him/her.

An employee who is put to work shall be assured enough work to give him/her a minimum of three (3) hours pay at his/her regular straight-time hourly rate. If he/she is offered work and declines the offer, the CITY shall have no liability to him/her for any amount of report-in pay. If he/she is sent home by the CITY, it will pay him/her three (3) hours pay at his/her regular straight-time hourly rate, as report-in pay.

The CITY shall have no liability for report-in pay for an employee, or responsibility to offer him/her his/her work, who was absent when notice of lack of regular work was given to the employee, notice was sent to his/her last-known address, or the employee has no telephone and/or was not reasonably available to receive said notice.

Report-in pay shall not be due when the employee is not able to work because of major reasons beyond the control of the CITY.

ARTICLE XII

FRINGE BENEFITS

Section 1. Longevity Benefit. Employees who, on or before the first day of December of each calendar year have completed a minimum of five (5) years of

continuous service to the CITY, and who, as of the first day of December, are still employed by the CITY, shall qualify for a lump sum longevity payment in December of that year. Such payment shall be computed on the schedule set forth based upon each full year of continuous service completed on or before the first day of December in the calendar year in which the payment is made:

After 5 years, but less than 11 years	\$400
After 11 years, but less than 17 years	\$700
After 17 years, but less than 23 years	\$1,050
After 23 years or more	\$1,400

Employees who have qualified for longevity pay shall, upon retirement, receive a pro-rata share of their annual longevity pay as of the effective date of retirement for the year in which they retire. The pro-rata share will be equal to the fraction of the year during which they were employed prior to retirement.

Payment to the beneficiary of a deceased qualified employee shall be made on the same basis as payment to a retired employee.

Section 2. Retirement.

A. Pension

An employee's normal retirement age shall be in accordance with applicable federal and state regulations.

An employee is covered by Social Security for which, as required by Federal law, a deduction is made from his/her pay and such amount deducted is matched by a payment made by the CITY.

The following pension benefits will be in effect for the periods and levels indicated:

1. For employees who were bargaining unit members prior to January 1, 2012, the pension plan shall be the MERS B-3 Plan, with F-55 Option early retirement after twenty-five years of service.

2. Defined Contribution Plan. Employees who become members of the bargaining unit and are full-time employees of the City of Albion after January 1, 2012, shall be covered by the MERS Defined Contribution Plan. The MERS Program DC shall have an employer contribution rate of seven (7%) percent of base pay and overtime (excluding any other pay items such as, but not limited to, longevity, on-call pay, etc.) Employees covered by the DC Program shall be fully vested in all employer contributions and earnings after completing three (3) full years of CITY service. Employees who leave before completing three (3) full years of service shall not be eligible for any partial or prorated benefits.

3. Retirement Health Savings Plan

All employees in the bargaining unit shall participate in a retirement health savings plan (said plan shall comply with all IRS regulations). The employee shall contribute two (2%) percent of his/her wages (regular and overtime pay only) to

the plan and the CITY shall contribute an amount equal to two (2%) percent of the employee's wages up to a maximum of \$1,000.00 per year to the plan, to be managed by ICMA-RC.

Section 3. Insurance.

A. Medical Insurance. The City agrees, for the life of the Agreement, to maintain a substantially equivalent level of group hospital, medical, surgical, prescription and dental insurance benefits in effect for its permanent full-time employees with an insurance carrier or carriers authorized to transact business in the State of Michigan (see substantive provisions in Appendix E). The effective date for such insurance shall be in accordance with the New Hire Agreement in effect between the City and the insurance carrier on the effective date of this Agreement. The City will contribute per month an amount equal to the ninety (90%) percent of the total cost for such insurance coverage for the employee and his dependents. The insurance plan will cover spouses and dependents until age twenty-six (26) as long as the dependent is qualified under the terms of the insurance program

In the event of a non-work related injury to an employee with resulting incapacity to work, the CITY will continue to pay the premiums of said insurance either for the period of time equal to such employee's accrued sick and/or vacation leave or for a period of two (2) months during said disability, whichever period is greater.

The CITY agrees to provide for the continued premium payments for the CITY's share of the medical insurance for one (1) year from the date of any work-incurred injury or to the contract termination date, whichever occurs first.

B. Life Insurance. As promptly as is practicable, effective the date of this Agreement, the CITY will provide, at its sole cost, life insurance coverage in the amount of Twenty-Five Thousand (\$25,000.00) Dollars for each employee covered under this

contract who is eligible under the standard rules of the insurance carrier selected by the CITY.

C. Worker's Compensation. Pursuant to Michigan law, the CITY provides, at its sole expense, workers' compensation insurance coverage for each employee covered hereby

1. Upon the request of the employee, an employee may use accumulated vacation and sick time to supplement the employee's workers' compensation wage loss benefit. If so requested, the employee may supplement the wage loss benefit up to a total of the employee's full paycheck. (A full paycheck means the normal net pay for the employee based on a regular work week with no overtime, on-call pay, etc.) It is understood that relevant taxes and withholdings may be deducted from payment of accrued time. It is also understood that the employee may only use accrued time prospectively, and may not use accrued time for any period of time prior to the employee's request.

2. An Employee who is receiving workers' compensation benefits shall continue to accrue vacation and sick time for the first twenty-six (26) weeks (13 pay periods) of workers' compensation leave.

3. After the twenty-six (26) weeks discussed in sub-section 2 above, the employee shall only continue to accrue vacation and sick time if that employee supplements workers' compensation wage loss benefits by using the necessary hours of time from his or her sick, vacation or compensatory time bank per two-week pay period. (Computation of the necessary hours of time will be determined by dividing the employee's workers' compensation check by his normal hourly rate of pay to determine hours worked and subtracting this amount from the 72 hours of work needed to qualify for vacation and sick time accrual for the pay period.) If the employee has no available

banked time, the employee may use accrued vacation time that is not already in his available vacation bank. If the employee does not elect to use time from his available sick, vacation or compensatory bank, or has no accrued time, then he or she will not accrue sick or vacation time for that pay period.

4. An employee may not accrue vacation or sick time under this section if there is a claim filed with the Michigan Workers' Compensation agency and/or a dispute as to the employee's eligibility to receive workers' compensation benefits. However, accruals shall be awarded to the employee if there is a final ruling that the employee was entitled to wage loss benefits. In the event that a worker's compensation claim results in a redemption, voluntary payment, or other form of settlement, the employee will not be awarded vacation and/or sick time except as these items are addressed in the settlement agreement.

5. In any event, the accrual of vacation and sick time under the workers' compensation program shall cease once the employee is off of work for one (1) continuous year. Thereafter there will be no accrual of vacation or sick time for the employee until such time as the employee returns to work.

6. As a result of the delay in receiving payment under the Worker's Compensation Program, an employee may want the City to continue paying them their normal base wage. The employee then signs over to the City the Workers' Compensation check when it comes from the insurance carrier. The City then credits back to the employee a number of sick days (vacation days, etc.) in relation to the Workers' Compensation amount received. Workers' Compensation payments are not taxable; however, payments made to an employee against their sick or vacation time is taxable. Therefore, even though the City credits back the sick or vacation days to the employee, the City is unable to adjust the taxes deducted for the original payments.

Obviously, the taxes withheld are reflected on the employee's W-2 at year-end; however, the taxable amount on the W-2 does not reflect the tax-exempt nature of the Workers' Compensation payments. If the employee chooses this option for continued payment of wages during a period of time covered by Workers' Compensation then the employee accepts this tax situation as part of the process.

7. Unemployment Insurance. The CITY agrees to participate in the unemployment compensation program administered by the State of Michigan. Employees of the CITY who are determined by the State Employment Security Commission to be eligible recipients may receive unemployment benefits when terminated from CITY employment.

8. Insurance Opt-Out Provision. The City of Albion recognizes that many employees currently have dual insurance coverage due to coverage also being provided by a spouse's employer. An employee choosing to cancel his/her CITY health insurance coverage may do so providing he/she:

- Obtains proof of insurance through his/her spouse's policy noting an effective date of coverage.
- Sets up an appointment with the Human Resources Coordinator to provide proof of insurance coverage under the spouse's policy and sign the City of Albion's cancellation of insurance form.

An employee may cancel his/her health insurance during the CITY's open enrollment period in October. Re-enrollment in the CITY's health care plan shall also be provided for in October during open enrollment should an employee wish to reinstate his/her insurance coverage.

An employee electing to participate in the Opt-Out plan will be paid \$1,800.00 in two (2) equal installments of \$900.00. The first payment will be made after six (6) months without insurance coverage and the second payment after one (1) year without insurance coverage.

There will be a one (1) time only emergency provision to get back into the CITY's insurance plan, if necessary. There will be no partial payment or pro-rata payments for employees who request to get back into CITY hospitalization coverage once they have opted out unless said return to coverage is during an approved renewal period.

In the event an employee is laid off, the CITY agrees to continue its contribution toward the cost of hospital-medical-surgical insurance and life insurance until the end of the second full month following the date the employee is given notice of the layoff as provided in Article VIII.

Section 4. Uniforms. The CITY shall provide at its cost, five (5) pants and five (5) shirts, a work jacket and a raincoat for each new employee after completion of the orientation period. If the employee so requests, one (1) set of coveralls may be substituted for one (1) set of shirt and pants. The jackets will be selected by the Director of Public Services. Unserviceable items of authorized uniform issue will be replaced by the CITY on a one for one exchange on a fair wear and tear basis. This includes items that are too small and cannot be altered to fit properly. All items to be replaced must be presented and turned in to the Deputy Director for inspection. Upon the determination of the Deputy Director or Director of Public Services, the item will be replaced at CITY expense. All questions concerning eligibility for replacement will be resolved by the Director of Public Services. However, in no instance may the issue be more than five (5) shirts, five (5) pants, one (1) work jacket, and one (1) raincoat in the course of a year.

The definition of foul weather gear and the schedule of job classifications authorized the issue of these items are spelled out in Appendix D. Foul weather gear shall be replaced on a one for one exchange on a fair wear and tear basis.

It is understood and agreed that the CITY has the right to require the wearing of clothing provided by it during hours of work.

Employees shall be responsible for cleaning the pants and shirts.

Employees shall be responsible for repairing any minor damage to the clothing provided by the CITY, and the CITY will reimburse the employee for cost of repairs over five (\$5.00) dollars, but employees shall not be charged for clothing that must be replaced unless caused by neglect. Also, uniforms, jackets and other equipment assigned to an employee should be returned to the CITY when an employee is separated from CITY service. Should said clothing and equipment not be turned in when an employee leaves the employment of the CITY, the CITY shall deduct from the employee's last paycheck the full amount of replacement of these items.

Section 5. Tuition Reimbursement.

The CITY will grant tuition reimbursement for continuing education in the amount of one-half (1/2) of the actual cost of individual classes, including required books up to a maximum of \$1,000.00 annually. To be eligible for this reimbursement, an employee must pass and provide proof of having passed the course with a C or better and have received written approval from the Department of Public Services Director and the City Manager prior to taking the course. The only courses eligible for reimbursement shall be those that are job related or core courses that are job related to a degree.

Section 6. Boots. In order to improve workplace safety, all employees shall wear MIOSHA approved 6-inch high leather boots with toe protection. In support of this

effort, the City shall reimburse each employee up to \$125 per pair of boots purchased.

The City shall provide this reimbursement once each year.

ARTICLE XIII

LEAVE TIME

Section 1. Holiday Pay. Employees will be paid at straight time hourly rates for scheduled work time lost due to the observance of the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

Should a holiday fall on a Saturday, Friday will be considered as the holiday (excluding those situations where the employee is regularly scheduled to work on Saturday). Should a holiday fall on a Sunday, Monday will be considered as the holiday.

In order to be eligible to receive holiday pay an employee must work the full period of his/her scheduled work hours on the last work day before a full holiday and on the first work day after such full holiday unless he/she receives permission in advance to be absent.

The foregoing shall not apply to any absences caused by vacation, leaves of absence or layoffs, which commence within seven (7) days of the holiday.

An employee scheduled to work on a holiday who fails to report for and perform such work without a reason acceptable to the CITY shall not receive holiday pay.

An employee not regularly scheduled to work on a holiday and who is called-in pursuant to Section 4 of Article XI on a day celebrated as a holiday shall be paid for each hour worked at twice his/her regular rate plus holiday pay. If an employee is regularly scheduled to work, he/she shall receive holiday pay for his/her work without pyramiding the regular overtime premiums.

Section 2. Vacation Pay. On each anniversary of his/her seniority date an employee covered hereby shall be eligible for a paid vacation as follows:

SENIORITY	VACATION HOURS EARNED
1 – 5 years	3.39 hrs. accrual per pay period (MAX. 88 HRS.)
6 – 14 years	4.93 hrs. accrual per pay period (MAX. 128 HRS.)
15 – 24 years	6.47 hrs. accrual per pay period (MAX. 168 HRS.)
25 or more years	7.08 hrs. accrual per pay period (MAX. 184 HRS.)

After the employee has attained seniority status, he/she shall accrue, at the end of each pay period (for which the employee has worked at least 72 hours, time worked shall include authorized vacation and sick time, as well as time covered by workers' compensation, funeral leave, etc.) the number of hours indicated in the table above for paid vacation time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited vacation time for that pay period. The vacation hours accrued each year shall be transferred to the employee's current vacation bank on the employee's seniority date each year.

An eligible employee may take his/her vacation at any time during the year in which he/she is eligible for vacation. Requests for vacation periods should be made between January 1 and April 1 of each year. Requests should be made in increments of

one week. The CITY will determine the number of people who can be spared for vacation purposes at the same time. When an employee changes his/her mind and requests a different time for vacation than originally requested, his/her request shall receive consideration.

If two (2) or more employees, before April 1st, request permission to take their vacations at the same time and both cannot be spared from work at the same time, preference shall be given to the employees with the greater amount of seniority. As among those who do not make their wishes known prior to April 1st of any year, preference shall be given in order of receipt by the CITY of the written requests for vacation time off.

Payment in lieu of a vacation period will not be made unless the employee has given up the vacation period, at the CITY's request to avoid impairment of unusual operations. Normally, vacation periods will not be accumulated from one (1) year to the next, except for unusual conditions or situations as determined by the City Manager.

Earned annual vacation must be taken in increments of at least one (1) week. Employees may request to use earned annual vacation in increments of eight (8) hours if requested at least ten (10) calendar days in advance. A Department Head may, in his or her sole discretion, allow employees to use earned annual vacation in increments of eight (8) hours with less than ten (10) calendar days' notice. If an employee has, at least one (1) week before the starting day of his/her vacation, turned into the Payroll Clerk a request for vacation pay, (on the form available from the CITY Clerk), he/she will receive his/her vacation pay before his/her vacation.

An employee who voluntarily separates from the CITY's service after at least fourteen (14) calendar days advance notice to the Director of Public Services, or who is laid off, shall be paid pro-rata for vacation accumulated through the last full

month of his/her service from his/her most recent seniority date. In all other instances of separation from the CITY's service, no pro-rata vacation shall be paid.

Section 3. Military Service Leave. The CITY and the UNION agree that the matter of leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes and the Court interpretation thereof.

An employee who is granted military service leave of absence with the Armed Force Reserves and/or the National Guard in response to a call to active duty (other than at the employee's own request) will have a wage supplement or wage continuance option as follows:

Wage Supplement - CITY will pay the employee the difference between the amount he/she receives from the military service and the amount he/she would have received had he/she worked his/her scheduled time for the period of his/her military leave, but not to exceed the first ten (10) working days thereof, nor to exceed a total of ten (10) days in any calendar year.

To be eligible to receive this wage supplement, an employee must give the CITY notice of his/her call to active duty as promptly as practical, and must provide the CITY satisfactory evidence of his/her performance of the military service and his/her military pay.

Section 4. Personal Business Leave. An employee shall have the right to make written application for leave of absence for a period of up to one (1) calendar month for a personal reason of persuasive nature which shall be stated in the application.

Granting of such leave shall be in the CITY's discretion alone. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

The CITY may grant an extension of a personal business leave of absence for a period not to exceed ninety (90) days in total. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 5. Disability Leave. If an employee is ill or suffers an injury requiring absence from work, he/she will, on written application supported by a physician's certificate as to the necessity of leave, be granted a sick leave of absence of up to one (1) year without pay or benefits. Such leave, and any extension(s) thereof granted, in the CITY's discretion, on the employee's application therefor similarly supported may not exceed, at most, a total of two (2) years, pursuant to Article VII, Section 1 (a) hereof. The CITY will not unreasonably withhold the granting of such leave.

An employee returning from sick leave of absence for 3 or more consecutive work days shall be required by the CITY to furnish a physician's statement as to his/her unlimited or unrestricted fitness for the work to which he/she will be assigned.

Section 6. UNION Business Leave. An employee who is elected or appointed to a full-time office in the UNION, and which requires a leave of absence shall be granted a leave of absence without pay or benefits for his/her term of office.

Any other UNION business leave of absence shall be granted, without pay, for the period of service to the UNION provided that all of the following have occurred:

- (a) The request is in writing, and
- (b) Submitted by the President of the UNION's Council to the CITY's Director of Public Services, and
- (c) States the general purpose for which UNION business leave is requested, and

- (d) The employee can be spared from his/her work at that time, and
- (e) Not more than one (1) other employee is on such leave, and
- (f) Such leave shall not exceed two (2) calendar weeks in duration, and
- (g) The leave shall be requested sufficiently in advance to permit the CITY adequate time to cover the work of the employee(s) requesting leave, and
- (h) The leave is not for the purpose of enabling CITY employees to engage in organizing or picketing activities.

Section 7. Time-Off Pay Increment.

An employee hired before January 1, 2008 shall accumulate, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include authorized vacation, sick time, workers' compensation, funeral leave, etc.) 3.70 hours of sick time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited sick time for that pay period. Said employee may accumulate a maximum of nine hundred and sixty (960) hours of such credit which shall be used only for sick time with pay as herein provided.

An employee hired after January 1, 2008 who has attained seniority status shall accumulate, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include vacation, sick time, workers' compensation, funeral leave, etc.) 3.70 hours of sick time. If an employee has credited work time of less than 72 hours in a pay period, then he/she shall not receive any credited sick time for that pay period. Said employee may accumulate a maximum of four hundred eighty (480) hours of such credit which shall be used only for sick time with pay as herein provided.

An employee hired before January 1, 2008, who is leaving the service of the CITY through retirement will be paid in one (1) lump sum for a maximum of seven hundred twenty hours (720) of unused accumulated hours at the rate of one-half ($\frac{1}{2}$) of said hours accumulated credit at his/her wage rate in effect on the date of his/her retirement for each hour of such accumulated credit. Upon death of an employee, his/her survivors will be paid in one (1) lump sum for the maximum seven hundred twenty (720) unused hours which then remain to his/her credit at the rate of one-half ($\frac{1}{2}$) said hours at his/her wage rate in effect on the date of death for each hour of such accumulated credit.

An employee hired after January 1, 2008, who is leaving the service of the CITY through retirement will be paid in one (1) lump sum for a maximum of four hundred eighty (480) hours of unused accumulated hours at the rate of one-half ($\frac{1}{2}$) of said hours at his/her wage rate in effect on the date of his/her retirement for each hour of such accumulated credit. Upon death of an employee, his/her survivors will be paid one (1) lump sum for the maximum of four hundred eighty (480) hours of unused time off hours which then remain to his/her credit at the rate of one-half ($\frac{1}{2}$) of said hours at his/her wage rate in effect on the date of death for each hour of such accumulated credit.

Section 8. Sick Time with Pay. During the period of absence from work because an employee suffered a non-compensable illness or injury or to keep an appointment with a doctor, dentist or other medical personnel, the employee will be paid from and to the extent of his/her paid time-off credit. Sick time with pay is available for illness or injury suffered by a member of the immediate family. For the purposes of this section, the definition of immediate family is: a spouse or child either biological or adopted. This definition also includes other family members residing in the same

household as the employee to the extent that a Federal income tax exemption, in the most recent year of filing, was allowed as a dependent member of the household.

To the extent possible, employees should schedule dental or medical appointments during off duty hours. However, when this is not possible the employee should schedule the appointment for the beginning or end of his/her shift, thus limiting the time off needed for the appointment. If more than four (4) hours of sick time is requested for a medical appointment, the employee shall explain in writing the need for the extra time and shall supply a written confirmation form from the Doctor's office verifying the date and time of the appointment.

In order to be entitled to such payment, an employee must follow departmental procedures concerning notification of the Department of Public Services Director, Deputy Director, General Foreman and gaining approval for expected time off and must promptly make claim for sick time charge against his/her paid time-off credit on a form available in the Department. The CITY may require a medical doctor's statement to support the necessity of sick time off of three (3) or more consecutive working days and /or to certify that the employee is physically and /or mentally fit to return to unrestricted or unlimited duty at the conclusion of such illness or accident related injury.

Section 9. Bereavement Time, With Pay

A. Employees shall be allowed the following days leave of absence, with pay as funeral leave not to be deducted from vacation or sick time.

- Four (4) days for the death of a spouse, child (biological or adopted) or parents
- Three (3) days for sister, brother, mother-in-law, father-in-law, step-children, grand-children

- Two (2) days for step-parents, grandparents, grandparent-in-law, brother-in-law, sister-in-law, or other member of the employee's immediate household to the extent that a Federal income tax exemption, in the most recent year of filing, was allowed as a dependent member of the household.

B. An employee may use additional days for such leave which will be deducted from the employee's available vacation days. The employer will have discretion to grant additional time for such leave and the exercise of such discretion will not create a precedent.

C. An employee selected to be a pallbearer for a deceased employee shall be allowed four (4) hours with pay for such period if the funeral is scheduled during normal work hours.

D. The employee shall notify the CITY of the necessity for a leave before leaving and upon request, provide verification of the relationship and death.

E. If the employee fails to make proper notification of his absence, or fails to provide requested verification of relationship and death, the CITY may withhold payment for the time taken off by employee.

Section 10. Paid Leave. All paid leave, when utilized under the conditions of this agreement, shall be considered as days worked except sick days. Overtime scheduled twenty-four (24) hours or more in advance shall be exempt from the forty (40) work hour prerequisite and paid at one and one-half (1½) times the regular hourly rate regardless of the total number of hours worked during that week.

Section 11. Compensation Pay. In lieu of overtime pay, employees may earn and be allowed compensatory time-off. Compensatory time shall be granted upon the mutual agreement of the employee and the City and will be computed at one and one-

half hours of compensatory time off for each one hour of overtime worked. Employees may accrue a maximum of 40 hours in his or her compensatory time bank.

Compensatory time off may be used only with the prior permission of management. Requests should be submitted at least ten (10) calendar days prior. When there are conflicts in scheduling, approval will be based on seniority. Employees may request to use compensatory time off in combination with vacation when vacation requests are made pursuant to this Agreement. However, he shall not use more than a 50/50 split between vacation time and compensatory time off and vacation time shall always be the equal or majority of the time used.

Accumulated compensatory time hours will be paid out upon termination of employment, or upon written request by the employee. Any lump sum pay out of compensatory time upon retirement shall not be included in the FAC, if any.

Section 12. Birthday Paid Day Off. Employees are eligible for one day (8 hours) of paid time off for the employee's birthday, to be taken during the pay period in which the birthday occurs. The time off is subject to the approval of the supervisor. Birthday time off is not compensable upon termination.

ARTICLE XIV

RESIDENCY

All employees hired into the bargaining unit on or after the effective date of this Agreement must, as a condition of their continued employment (after the initial orientation period) reside within 20 miles of the corporate City limits of the City of Albion, Michigan.

For purposes of this agreement, a resident is defined as follows:

One who establishes and occupies a dwelling within the corporate City limits, maintains this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Members of the bargaining unit agree to abide by the requirements of Section 5.14 of the City of Albion Employee Policy and Procedure Manual, EXCEPT: If the City of Albion makes any exception to Section 5.14 for any future hiring of a regular employee, then members of the bargaining unit shall be entitled to the same exemption for the duration of the contract.

A regular employee is as defined in Section 2.2 of the Employee Policy and Procedure Manual, which reads: "An employee who is hired as a full time employee will be assigned to work a forty (40) hour week. An employee who has successfully completed his/her orientation period will be designated as a regular employee and will be eligible for all employee benefits." As used in this contract agreement, the term "regular employee" shall also include permanent part-time employees working at least eighty (80) regularly scheduled hours per month at least ten (10) months in any year. The term "regular employee" specifically excludes seasonal workers, temporary workers, interns, workers provided to the CITY at no cost to the CITY, volunteers, recreation assistants (other than permanent full time), prisoners, community-service workers, consultants and limited term contract employees, and any employees hired by authority of any governing board other than the CITY Council of the City of Albion, including but not limited to: Economic Development Corporation Board and the Downtown Development Authority.

Employees employed in the bargaining unit before March 27, 1983 (except as set forth in the paragraph below) shall reside within the City limits, and in no case further than within a twenty (20) mile radius of the City limits.

Employees employed in the bargaining unit before March 27, 1983 who did not reside within a five (5) mile radius from the City limits, or who reside within the five (5) mile radius, are exempt from the provisions of this Article, provided that such employees, if they change their place of residence, shall become and remain a resident of and reside within twenty (20) miles of the corporate City limits of the City of Albion, Michigan. The building of a new structure on the same parcel of land, on which the employee's previous residence existed, will not be deemed to be a change in residence for the purpose of this section.

Hardship Exemption. The CITY agrees to consider a hardship exemption from residency under the following conditions:

- 1) A hardship exemption will be considered where an employee's immediate family member, who resides outside the CITY, needs in home medical and/or physical care and/or assistance; or
- 2) Where an employee's parent's home, or an employee's parent's farm, requires the employee to reside there for maintenance, security, or to operate the parent's farm.
- 3) Where an employee's spouse is also employed by a public entity with a residency requirement.

Written approval by the City Manager of an application for exemption from residency is required after submission of required documentation, in affidavit form. The duration of such exemption from CITY residence shall be dependent on the specific case circumstances. An employee who files a false affidavit, or fails to return to CITY

residency, if the exemption trigger ends, is subject to discipline up to and including termination.

The provisions of this Article are intended to comply with State law. To the extent that there is a conflict between this Article and a state statute, the statute shall prevail.

ARTICLE XV

MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll of the CITY, must keep the CITY (Human Resources) currently advised of their correct current mailing address and in addition advise the CITY (Human Resources, Department of Public Services Director, Deputy Director) of their correct current telephone number.

In the case of an employee on the CITY's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the office of the Director of Public Services and returns such form there, duly completed. The CITY shall give the employee a receipt for his/her notice of change of address or of telephone number at the time he/she turns in such completed form.

In the case of an employee off the CITY's active payroll, such as on layoff, leave of absence, vacation, etc., notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail in which case the notice shall be addressed to the Director of Public Services, City Hall, Albion, Michigan.

For notice purposes under this Agreement, the CITY shall be entitled to rely on the last address and telephone number furnished to it by the employee, and it shall have no responsibility to the employee for his/her failure to receive notice caused by his/her not following the change procedures set forth above.

Section 2. License Requirements. It shall be the responsibility of each employee to meet and retain the qualifications for a license, or any other requirement of the State of Michigan, required for the performance of his/her job responsibilities. Any license required must be kept valid and up to date to qualify for continuous employment. These provisions apply for a motor vehicle license and a Commercial Driver's License (CDL) of appropriate group and endorsement where required for the performance of the employee's responsibilities.

As of the effective date of this Agreement, the twelve (12) cents per hour premium for obtaining a CDL shall be rolled into the regular pay scale. This shall apply to any employee receiving the twelve (12) cents per hour as of the effective date of the agreement, including individuals who do not have a current CDL due to medical issues. For any employee who loses his or her CDL after the effective date of this agreement, for any reason, the CITY will make every effort to reasonably accommodate the employee. The employee, however, may be subject to transfer to a position that does not require a CDL, at the sole discretion of Management. At the City's discretion, an employee without a CDL may be hired for a job requiring a CDL, subject to completion of the necessary licensing within sixty (60) days of hire.

The CITY agrees to pay the necessary costs relative to receiving a CDL (i.e. license and physicals) for all employees required to have a CDL by the CITY. An employee, prior to driving and operating the Sewer Jet, shall have shown to the Deputy

Director a demonstrated ability to operate said equipment. Relative to this equipment, the CITY will provide necessary training.

Section 3. Effective Agreement. This agreement supersedes any past practice or previous agreement, verbal or written, between any of the parties hereto which is in conflict with this agreement.

Section 4. Separability. If any provision of this agreement be held invalid under the existing legislation, state or federal, the remainder of this agreement shall not be affected thereby.

Section 5. Special Conferences

A. Special conferences for important matters will be arranged between the UNION President and the City Manager or his/her designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the UNION and at least two (2) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be important matters which include, but are not limited to, the following issues:

The purpose of evaluating the quality and nature of the uniforms supplied by the CITY.

Special conferences may be attended by representatives of the AFSCME Council 25 and/or representatives of the International UNION.

B. The UNION representatives may meet on the Employer's property for a least one-half hour immediately preceding the conference.

C. The specific time and date allowed for said meetings shall be arrived at by the mutual agreement of both parties with the understanding that a minimum of two (2) special conferences will be held each year of this agreement.

Section 6. Safety Committee. The UNION shall appoint an employee from the Collective Bargaining Unit to be part of the City-wide Safety Committee Program. The CITY agrees to include the Collective Bargaining Unit person in all safety meetings and CITY participated conferences and seminars.

Section 7. Contract Distribution.

A. Upon approval of the AFSCME contract by the City, a computer disc containing the contract wording will be furnished to the UNION by the CITY.

1. The CITY agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the City.

ARTICLE XVI

DURATION OF AGREEMENT

THIS AGREEMENT shall remain in full force and effect from January 1, 2016, until 12:00 midnight September 30, 2017, and for annual periods thereafter unless either party hereto, on or before the ninetieth (90) day prior to the thirty-first day of September 2017, or prior to the expiration date of any annual extension thereafter, shall serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as

a notice of desire to terminate unless the parties have agreed to the terms of a new Agreement or have agreed to extend the existing Agreement for a stated period.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the ____ day of January, 2016.

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL CIO, LOCAL 1248

CITY OF ALBION, MICHIGAN

By _____
Jerry Collie, Business Rep.

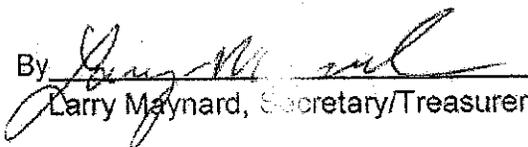
By _____
Joseph Domingo, Mayor

By 
Kevin Munro, President

By _____
Sheryl L. Mitchell, City Manager

By 
Jay Loomis, Vice President

By _____
Jill Domingo, City Clerk

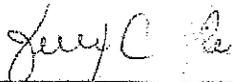
By 
Larry Maynard, Secretary/Treasurer

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Sheryl L. Mitchell, City Manager

By 
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By _____
Jill Domingo, City Clerk

By _____
Larry Maynard, Secretary/Treasurer

APPENDIX A
CLASSIFICATIONS OF WORK AND HOURLY WAGE RATES
EFFECTIVE JANUARY 3, 2016 THROUGH DECEMBER 31, 2016
2.0 % INCREASE
RATE PER GRADE-WAGE PLAN

Classification	Grade	Start	6 Months	18 Months	30 Months
General Foreman WWTP	W-12	19.80	20.08	20.37	20.66
General Foreman	W-11	18.21	18.38	18.55	18.75
S.T.P. - Chief Operator	W-10	16.62	16.91	17.11	17.39
S.T.P. - Operator (B)	W-9	16.46	16.67	16.93	17.22
Operator - Heavy Equipment	W-9	16.46	16.67	16.93	17.22
Mechanic	W-9	16.46	16.67	16.93	17.22
Cemetery Sexton	W-9	16.46	16.67	16.93	17.22
Mechanic's Helper	W-8	16.19	16.47	16.70	16.96
S.T.P. - Operator (C)	W-8	16.19	16.47	16.70	16.96
Lab Technician – Operator	W-8	16.19	16.47	16.70	16.96
Cross Connection. Inspector - Water	W-8	16.19	16.47	16.70	16.96
S.T.P. - Operator (D)	W-7	16.07	16.27	16.60	16.82
Maintenance Man – Water Pump	W-7	16.07	16.27	16.60	16.82
Operator - Light Equipment	W-7	16.07	16.27	16.60	16.82
S.T.P. – Operator	W-6	15.94	16.16	16.47	16.64
Maintenance Man/Operator - Sewer	W-6	15.94	16.16	16.47	16.64
Meter Reader – Water	W-5	15.66	15.74	16.11	16.37
Maintenance Man – Cemetery	W-3	15.25	15.48	15.69	15.95
Maintenance Man – Parks	W-3	15.25	15.48	15.69	15.95
Maintenance Man – Street	W-3	15.25	15.48	15.69	15.95
Maintenance Man – Water	W-3	15.25	15.48	15.69	15.95

CLASSIFICATIONS OF WORK AND HOURLY WAGE RATES
EFFECTIVE JANUARY 1, 2017 THROUGH SEPTEMBER 30, 2017
2.0 % INCREASE
RATE PER GRADE-WAGE PLAN

Classification	Grade	Start	6 Months	18 Months	30 Months
General Foreman WWTP	W-12	20.20	20.48	20.78	21.07
General Foreman	W-11	18.57	18.75	18.92	19.13
S.T.P. - Chief Operator	W-10	16.95	17.25	17.45	17.74
S.T.P. - Operator (B)	W-9	16.79	17.00	17.27	17.56
Operator - Heavy Equipment	W-9	16.79	17.00	17.27	17.56
Mechanic	W-9	16.79	17.00	17.27	17.56
Cemetery Sexton	W-9	16.79	17.00	17.27	17.56
Mechanic's Helper	W-8	16.51	16.80	17.03	17.30
S.T.P. - Operator (C)	W-8	16.51	16.80	17.03	17.30
Lab Technician – Operator	W-8	16.51	16.80	17.03	17.30
Cross Connection Inspector - Water	W-8	16.51	16.80	17.03	17.30
S.T.P. - Operator (D)	W-7	16.39	16.60	16.93	17.16
Maintenance Man – Water Pump	W-7	16.39	16.60	16.93	17.16
Operator - Light Equipment	W-7	16.39	16.60	16.93	17.16
S.T.P. – Operator	W-6	16.26	16.48	16.80	16.97
Maintenance Man/Operator - Sewer	W-6	16.26	16.48	16.80	16.97
Meter Reader – Water	W-5	15.97	16.05	16.43	16.70
Maintenance Man – Cemetery	W-3	15.56	15.79	16.00	16.27
Maintenance Man – Parks	W-3	15.56	15.79	16.00	16.27
Maintenance Man – Street	W-3	15.56	15.79	16.00	16.27
Maintenance Man – Water	W-3	15.56	15.79	16.00	16.27

APPENDIX B

Weekly On-Call Rotation

All General Foremen will participate in the weekly on-call rotation schedule.

Under this program one Unit employee will be responsible for one week at a time to handle after hours calls for service as follows:

- A. the employee will carry at all times the On-Call Cell Phone
- B. the employee will answer all calls within 15 minutes.
- C. the employee shall be available to respond on site to the problem area in the city within 30 minutes.
- D. the employee's responsibility is to evaluate the situation and make a decision as to the appropriate action to be taken:
 - 1. determine that no action is needed at this time or the problem can be dealt with on the next regular work day.
 - 2. call in the appropriate employee(s) to correct the problem immediately
 - 3. if the situation is unusual; contact the appropriate supervisor to determine the action necessary.
- E. if the employee is unable to handle the on-call duties for a day or specific time period during his/her rotation, the employee shall be responsible to arrange for another qualified person to handle his/her on-call duties for said time period.
- F. if the employee does not adhere to the above criteria, he/she shall forfeit the on-call pay for that day. Repeated violations can be cause for removal from the Weekly On-Call Rotation and from the GeneralForeman Position.

- G. if the employee can handle the call from home, then he/she shall receive no additional pay over the on-call pay.
- H. if the employee has to respond to the call and come in to evaluate the situation, then he/she shall receive a minimum of 1 hours overtime or overtime for the hours actually worked whichever is greater.

WEEKLY ON-CALL ROTATION COMPENSATION

FOREMAN POSITION(S) - \$20 PER DAY FOR SEVEN DAY PERIOD = \$140 PER WEEK.

Alcohol and Drug Policy

It is the policy of the City of Albion that it abide by the Federal Drug Free Workplace Act of 1988 (Section 4804 of the Anti-Drug Abuse Act of 1988). The City must comply with the regulations of the Federal Highway Administration, Department of Transportation (DOT) Qualification of Drivers and Procedures for Transportation Workers Drug Testing Programs (49 CFR, Parts 40, 382, and 391). The City is also covered by the Americans with Disabilities Act (Public Law 101-336, July 1990). Finally, the City must comply with Michigan's Motor Carrier Safety Act No. 339 of 1990 (MCL 480.1 1) and all revisions to that act, specifically, Public Act No. 100 of 1991.

It is the policy of the City of Albion that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs, alcohol or any other controlled substance in any manner. Employees are expected to report for work and remain at work in a condition which will allow them to perform their assigned duties free from the effects of drugs and alcohol. The policy is as follows:

Employees may not be over the legally defined level of impairment of alcohol or drugs when reporting to work or working, while performing City business, while on City property, or while in a City vehicle. All employees are forbidden to use or possess alcohol or illegal drugs at any time during the work day or anywhere on the employer's premises. Employees are also forbidden to engage in

any sale or other transaction involving illegal drugs on City property. Violators will be subject to immediate discharge and legal prosecution. Any employee who is arrested for selling drugs while off duty will be discharged if convicted. Employees will be placed on Leave of Absence without pay status during the time between arrest and conviction/acquittal. They must also agree to enter a qualified treatment program during this leave of absence without pay.

Illegal drugs are those drugs defined as illegal under applicable federal, state, or local laws which include, but are not limited to: marijuana, heroin, hashish, cocaine, hallucinogens, depressants, and stimulants not prescribed for current personal treatment by an accredited physician.

Reasonable Suspicion Testing: When any employee's behavior in the City's sole judgment, gives management reasonable suspicion to believe that the employee is under the influence of drugs and/or alcohol, or is otherwise in violation of the drug and alcohol policy, or when an on-the-job injury occurs or other circumstances raise a question about the individual's physical fitness or mental condition to perform his or her job, the City may require the employee to undergo drug/alcohol screening.

Post-Accident Testing: Any employee whose test is negative after an accident shall not lose pay while waiting for test results. Testing will only be done if the accident involves a death or a traffic citation is issued to the involved employee from a law enforcement agency in conjunction with the accident.

Testing:

All reasonable suspicion and post-accident tests shall be conducted on duty and the City shall provide the transportation to and from the testing site.

Employees Who Test Positive: Any bargaining unit member who tests positive will immediately be placed on leave of absence without pay employment status. The employee will be offered the opportunity to enroll in an in-patient treatment process for a predetermined length of time through a qualified gatekeeping program. If the employee fails to enroll in such a treatment process, he/she shall be terminated from the employ of the City. See Last Chance Procedure section for rehabilitation process.

Voluntary Rehabilitation Program: Under this program, any bargaining unit member experiencing problems with drugs or alcohol is urged to voluntarily seek assistance through the Employee Assistance Program before they test positive or before they become serious enough to adversely affect work performance and require management referral or disciplinary action.

Participants voluntarily enrolled in the rehabilitation/treatment program will be subject to unannounced periodic testing for drugs or alcohol for a period of one (1) year following successful completion of a treatment program. A participant who fails any drug or alcohol test or who uses any controlled substance again, except under doctor's prescription, shall be immediately suspended without pay, pending verification of the drug or alcohol violation. Upon the verification of the drug or alcohol violation, said employee will be immediately discharged.

An employee's failure to fully participate in and/or successfully complete the rehabilitation and follow-up program will result in immediate dismissal from City employment.

Drug Testing Procedures: The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering drug/alcohol testing.

Laboratory personnel authorized to administer drug/alcohol tests shall require picture identification from each employee to be tested before they enter the testing area.

In order to determine the possibility of a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or nonprescription drugs, and any indirect exposure to drugs. All medical information shall be given to the laboratory testing personnel.

When the employee is unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug testing form. In lieu of a urine sample, the employee may allow a blood sample to be drawn. Reasonable amounts of water may be given to employee to encourage urination. Failure to submit a sample shall be considered a refusal to a drug/alcohol test and subject to discipline.

All specimen samples shall be sealed, labeled,, initialed by the employee and the testing person; checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing laboratory.

Drug Testing Methodology: The testing process shall consist of a two-step procedure using split samples:

- a. initial screening test
- b. confirmation test

The urine test sample is first tested using the initial drug/alcohol screening procedure. An initial positive test result will not be considered conclusive. The specimen testing positive will undergo an additional confirmatory test at the City's expense. The confirmation procedure shall be technologically different and more sensitive.

Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file.

Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.

When a positive result is confirmed, urine specimens shall be maintained in a secured refrigerated storage area, if a dispute occurs, the specimens will be stored until all legal disputes are settled.

Last Chance Procedure: Any bargaining unit member who tests positive shall sign a Last Chance Agreement which shall set forth the conditions for continued employment. The employee must attend a predetermined treatment program from an authorized rehabilitation source. The employee must successfully complete the treatment program as prescribed by the authorized rehabilitation or gatekeeping facility using a licensed and certified Substance Abuse Professional (SAP). The employee must pass a medical examination administered by a certified medical facility before returning to duty.

If the employee fails to successfully complete the treatment program as determined by the preselected qualified gatekeeping facility, the employee shall be terminated from the employ of the City. Once the employee has successfully completed all the requirements of the treatment program as determined by the gatekeeper program analyst, the employee will be returned to work in a non-safety sensitive function for a one-year rehabilitation period. The employee must sign a Last Chance Agreement upon his/her return to work. The City may place the employee at the appropriate pay grade to reflect the non-safety sensitive function of the work being performed. During the one-year rehabilitation, the employee will be subject to testing either by reasonable suspicion or random selection. If the employee tests positive during the one-year rehabilitation period, he/she shall be immediately discharged from the employ of the City.

The employee must agree in writing that the employee will be automatically terminated if a violation of any portion of this program occurs at any time during this one-year rehabilitation period following successful completion of the treatment program and return to non-safety sensitive work.

Employees Who Hold A Commercial Driver's License (CDL):

In addition to the Alcohol and Drug Policy indicated above, employees who hold a CDL shall also be covered by the U.S. Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) Drug-Free Workplace Policy effective March 1, 2004 as provided by LEXISNEXIS, the City's third-party administrator of the required CDL drug testing program.

APPENDIX D
FOUL WEATHER GEAR

Definition: For the purpose of this contract, the definition of one set of foul weather gear will be as defined below. The quality of these items to be determined by the City.

1 each - Fly Front Overall

1 each pair - Boots

1 each pair - Gloves

Authorization: As needed and with the authorization of the Director of Public Services all job classifications are authorized the issue of one each of all the items listed in the Definition paragraph above.



APPENDIX E

MEDICAL INSURANCE - SUBSTANTIVE PROVISIONS

1. SIMPLY BLUE - Substantive Provisions (See Article XII, Section 3.(a))
 - a. \$2,000/\$4,000 deductible.
 - b. Stop loss - \$1,000/\$2,000
 - c. Co-pay prescription drug rider - \$20 / \$60 / 50% - \$80/\$100 max
 - d. Blue Cross dental plan - 75/75/50/50, \$800 annual max; ortho \$800
lifetime
 - e. Blue Cross vision plan

APPENDIX F
LICENSE INCENTIVE

For several of the City's operational areas, the State requires or encourages the City to have licensed operators. Having well qualified and trained employees is important to the City. Therefore the following license incentive program has been established:

Water System

	<u>S-4</u>	<u>S-3</u>	<u>S-2</u>
Limited Water Treatment License	\$250	\$500	\$750

	<u>D-4</u>	<u>D-3</u>	<u>D-2</u>
Distribution System	\$250	\$500	\$750

Sewer System

	<u>D</u>	<u>C</u>	<u>B</u>
Wastewater Treatment Plant Operator	\$500	\$1,500	\$2,500

Storm Water Systems

Municipal Storm water System Operator	\$150
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Chemicals

Chemical Applicators License	\$100
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Note: The annual license incentives listed are not cumulative.

The annual license incentive(s) shall be paid to the employee in the 1st pay check in December each year if said employee possesses a valid license as of November 1st of said year.

APPENDIX G

SKILL POSITIONS – DEVELOPMENT & TESTING

The City of Albion is interested in working with AFSCME to develop better education and training opportunities for the employees in the Department of Public Services. The goal is for each employee to have the opportunity to learn new skills and become proficient in many more work areas. This makes the employee more beneficial and useful to the City as employer and also provides an incentive for the City to consider improving the compensation levels for these employees.

During the term of the current contract (January 1, 2016 to September 30, 2017) the City would like to develop the training, skills, testing and evaluation criteria.

The goal would be to provide a significant wage incentive for employees to complete these skill levels. All employees would be eligible to pursue qualification and promotion to the W-9 Skilled level.

If during the term of the contract, we are able to develop this program, we would like to be able to negotiate the implementation of the program and the associated compensation. Any program proposed must have input from both the Employer and Union and must be mutually agreeable before any implementation of a new program can take place. We would like to be able to do this without opening up the whole contract to negotiation. If successful, we believe this program would be a win-win opportunity for the City, AFSCME and most importantly for the employees.

The City and AFSCME agree to begin the development of the program described above and work towards mutual approval and implementation of said program.

AGREEMENT
BETWEEN
CITY OF ALBION, MICHIGAN
AND
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective January 1, 2016 – September 30, 2017

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AGREEMENT

THIS AGREEMENT made and entered into at Albion, Michigan, by and between the CITY OF ALBION, MICHIGAN, hereinafter referred to as the CITY, and THE POLICE OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to, individually or collectively, as the UNION is effective January 1, 2016 through September 30, 2017.

GENDER NEUTRALITY

All references within this documents which refer to she, he, her him, etcetera, shall be construed and are intended also to encompass the other gender simultaneously and without exception.

ARTICLE I PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its employees, the UNION, and the citizens of Albion, Michigan.

Recognizing that the interest of the community and the job security of the employees depends upon the CITY's ability to continue to provide proper services to the community, the CITY and the UNION, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of the Agreement. The CITY and the UNION agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, gender, handicap, nationality, political beliefs, union activities and/or sexual orientation.

ARTICLE II UNION RIGHTS

Section 1. Recognition. The CITY hereby recognizes the UNION as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, employment and other terms and conditions of employment.

The term "employee" as used herein shall include all non-supervisory Public Safety Officers (below the rank of Sergeant), sworn and civilian, but excluding all supervisory Public Safety Officers and all clerical personnel.

The CITY shall not for any reason hire seasonal, temporary or part-time employees if the result thereof would be to deny full-time employees their biweekly eighty-four (84) hour work schedule. Temporary, seasonal and part-time employees will not be used during the time of layoff of members of the bargaining unit or while members of the bargaining unit are working reduced hours, unless those employees on layoff have been offered employment and it was refused. Seasonal, temporary and part-time employees shall not fall under the jurisdiction of this Agreement.

Section 2. Exclusive Bargaining. The CITY agrees not to negotiate for the duration of this Agreement with any other labor organization other than the UNION designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the UNION, if adjustment is not inconsistent with the terms of this Agreement. The UNION has a right to be present at such adjustment and the settlement shall not prevent the UNION from processing similar grievances without such individual settlement establishing any precedent for the settlement of such grievances.

Section 3. Union Security.

A. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the UNION, shall become members, or in the alternative, shall, as a condition of employment, pay to the UNION

each month a service fee in an amount equal to the regular monthly UNION membership dues uniformly required of employees of the CITY who are members.

B. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required, as a condition of continued employment, to either become members of the UNION or cause to be paid to the UNION, a service fee equivalent to the amount of regular dues uniformly required of all members upon the completion of orientation period.

C. Employees who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership or the service fee referred to above shall be deemed to meet the condition of this Section.

D. The UNION agrees that it will make membership in the UNION available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the UNION.

E. In the event that the UNION refuses to accept any person so hired as a member, said person may continue in employment.

F. If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.

Section 4. Dues Check-Off.

A. The CITY agrees to deduct UNION initiation fees and periodic membership dues levied by the UNION in accordance with its Constitution and By-Laws, or the alternative service fee, from the pay of an employee who has signed and delivered to the CITY a written authorization for such deduction on the standard form used by the UNION.

1. The UNION shall furnish and deliver to the CITY, the authorization forms provided for above, which forms shall comply with the requirements of any State or Federal law applicable hereto.

2. Any authorization form that is incomplete or in error will be returned to the UNION, and no check-off shall be made by the CITY until such deficiency is corrected.

3. Any dispute as to whether or not an employee properly executed or properly revoked a check-off authorization form shall be reviewed between representatives of the CITY and the UNION. Should this review not satisfactorily

dispose of the matter, it may be referred, by the UNION or the CITY, to Step Two of the grievance procedure hereinafter provided.

4. The check-off forms will be signed and otherwise completed outside regular working hours.

B. A monthly check-off deduction for each employee who has authorized such a deduction will be withheld from each such employee's check if he has sufficient net pay to cover his obligations to the UNION for that month (as defined in Section 3 above).

1. The check-off shall cover only such amounts due by the employee to the UNION for the month in which the check-off is made.

2. If a deduction is made by the CITY that duplicates a payment already made direct to the UNION by an employee, or if a deduction is made which is not in conformity with the UNION Constitution and/or By-Laws, the refund to the employee will be made by the UNION.

C. All sums deducted pursuant to the provisions of this Article shall be remitted to the UNION at the end of each calendar month along with a listing of deductions by employee.

1. Together with its remittance, the CITY shall submit a list of the employees for whom deductions have been made and the amount of each such deduction per employee.

2. If the UNION does not give the CITY written notice within thirty (30) days of receipt of a remittance, that any discrepancy exists between such remittance and the remittance shown due by the UNION's records, then the CITY's remittance shall be deemed correct.

D. The UNION agrees to defend, indemnify and save the CITY harmless against any and all claims, suits, or other forms of liability of any nature arising out of its deduction from an employee's pay of UNION dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The UNION assumes full responsibility for the disposition of the deductions so made once they have been deposited with the UNION.

Section 5. UNION Activity. The UNION agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in UNION activity during working hours without the expressed consent of the Chief of Public Safety. Permission to attend union meetings in the City of Albion shall not be unreasonably denied.

Section 6. Union Stewards and the Union Committee. The CITY agrees to recognize a Union Committee consisting of two stewards and the UNION Chief Steward and such representatives of the State Organization as the UNION deems necessary. The CITY agrees to meet with two (2) representatives of the Bargaining Unit for the purpose of collective bargaining, and with all or a portion of the stewards for the purpose of processing grievances, as set forth in this Agreement. Employees engaged in such meetings shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours, provided that such meeting has been scheduled by the UNION and the CITY and the Department Head has given such employees permission to leave their work station.

In addition to the stewards set forth above, alternate stewards may be selected to serve only when a regular steward is absent. The president of the UNION shall be considered the chief steward.

The UNION shall keep the City Manager currently advised, in writing, of the stewards and alternate stewards and the departments for which they serve as stewards. Only such duly certified stewards shall be recognized by the CITY as representatives of the local UNION.

Section 7. Bulletin Boards. The CITY agrees to provide a bulletin board in the Department for the sole use of the UNION to post notices of its meetings, elections, and recreational or entertainment activities. Such notices shall contain nothing of a political or defamatory nature.

ARTICLE III
MANAGEMENT RIGHTS

Section 1. Recognition. The UNION recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the CITY and its employees are vested solely and exclusively in the CITY. The CITY shall have the right to discharge and discipline employees with just cause. The CITY, in the course of its exercise of the right to manage the affairs of the CITY may, from time to time, make reasonable rules and regulations or issue general orders not in conflict with this Agreement.

Section 2. Rules, Regulations and General Orders. The CITY agrees under normal circumstances to notify the UNION of any new or amended rules and regulations or general orders prior to their general issuance and upon request to discuss the matter with the UNION prior to general issuance thereof. If the UNION believes such new or amended rule and regulation or general order to be unreasonable, it may file a grievance, provided that such grievance is filed in a timely manner as set forth in Step One of the grievance procedure. The grievance shall be denied unless the UNION demonstrates by a preponderance of evidence that the new or amended rule and regulation or general order is unreasonable.

Section 3. Management Prerogatives. Nothing contained herein shall be considered to deny or restrict the CITY of its rights, responsibilities, and authority under the laws of the State of Michigan, or any other national, state, county, district, or local laws or regulations as they pertain to conducting the affairs of the CITY.

Section 4. Management Operations. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of CITY policy, the operations of the CITY and the direction of the employees are vested exclusively in the City Manager or the designated representatives when so delegated by the City Manager.

ARTICLE IV
NO STRIKE CLAUSE

During the life of this Agreement, the UNION shall not cause, authorize, sanction or condone, nor shall any member of the UNION take part in any strike, sit down, stay-in, slow-down, work stoppage, curtailment of work, concerted use of paid leave time or restriction of work. The CITY agrees that it will not lock out the employees.

The UNION agrees that it (and its members) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, restrictions of work or interference with the operations of the CITY by notifying the employees and the public in writing that it disavows these acts. The UNION further agrees that the CITY shall have the right to discipline (including discharge) any or all employees who violate this Article, and such discipline shall not be subject to the Grievance Procedure. The only issue subject to the Grievance Procedure is whether or not an employee participated or engaged in such prohibited conduct.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1. Definitions.

A. Grievance – A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of a specific provision or provisions of this Agreement. Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated, and its shall adequately set forth the facts pertaining to such alleged violations. It shall be void if it fails in one of the foregoing respects. If an error occurs in the drafting of a grievance, the steward will be given an opportunity until the end of the next working day to resubmit a corrected grievance.

B. Working Day – when references are made in this contract to time periods, it shall mean a working day which shall be Monday – Friday, 8 a.m. to 5 p.m., except holidays.

Section 2. Verbal Procedure. An employee may first discuss a grievance with his immediate supervisor, or other officers in the chain of command and he may request to have his steward present, in which event the Supervisor shall arrange a time and place and/or arrange for the alternate steward to be present if the regular steward is absent.

If the grievance is thus satisfactorily settled, the settlement shall be reduced to writing no later than the end of the fifth (5th) working day following the last day of discussion of the grievance. The settlement shall be signed by the Department Head and a copy of the settlement shall be given to the employee and to the appropriate steward.

If the grievance is denied, it must be continued according to the written procedure set forth in Section 3 et seq. If the issue is unsettled, then the supervisor shall make a written note of the verbal discussion, which both parties shall sign and a copy be given to the grievant/union.

Section 3. Written Procedure.

Step One. If the grievance is not settled through the verbal procedure in section 2, it shall be reduced to writing in accordance with Section 1 above, shall state the date it was denied by the Supervisor in the verbal procedure, shall be signed by the employee and his steward, and presented to the employee's Department Head, provided that such must be done no later than the end of the fifth (5th) working day following denial of the grievance in the verbal procedure, failing which it shall be deemed permanently settled on the basis of the previous step.

The Department Head shall render his written disposition of any grievance so filed, no later than the end of the fifth (5th) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's steward; or, in the regular steward's absence to his alternate, who shall endorse the Department Head's copy to indicate receipt and date thereof by the UNION of such disposition.

Step Two. If the grievance disposition given in Step One is not considered satisfactory, the grievance may be filed in Step Two by the Local UNION Chief Steward, who shall submit it to the City Manager. If the grievance is not so submitted in Step

Two by the end of the fifth (5th) working day following its disposition in Step One, it shall be deemed permanently settled on the basis of the previous step.

As promptly as possible after filing of a grievance in Step Two, but no later than ten (10) working days after it is so filed, a meeting shall be held by the City Manager or his designated representative (who may have present the Department Head involved) and the Local UNION Chief Steward (who may have present the UNION's Business Representative).

After this meeting, written disposition of the grievance shall be given by the City Manager to the Local UNION Chief Steward no later than the end of the tenth (10th) working day following such meeting.

Step Three. If the grievance disposition submitted to the UNION in Step Two is unsatisfactory, and the UNION desires to go to arbitration, it may do so provided it makes a written request to the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators from which one may be chosen in accordance with their rules, and such written request is submitted within twenty (20) working days after receipt of the Step Two answer and the following rules shall apply.

1. The arbitrator shall be empowered to rule only on a grievance which involves an interpretation or application of this Agreement.
2. The arbitrator shall not add to, detract from, ignore or change any of the terms of this Agreement.
3. Either party shall furnish to the arbitrator and to the other party whatever facts or material the arbitrator may require or find useful to weigh the merits of the contentions of the parties, provided, however, that such facts or material must have been discussed at some point in the grievance procedure preceding this step.
4. It shall be the responsibility of the arbitrator to render a decision within thirty (30) calendar days of the closing of the case.
5. The charges of the arbitrator for his fee and expense shall be shared equally by the CITY and the UNION.
6. The expenses and fees of witnesses and representatives appearing on behalf of either party shall be borne by the party for whom they appear.

7. The arbitrator's decision shall be final and binding upon the parties.

8. A copy of the request for arbitration shall be forwarded to the City Manager at the time of the filing for the request to the Federal Arbitration Commission.

Section 4. Grievance Procedure – General. It is understood and agreed that any grievance settlement arrived at hereunder, between the CITY and the UNION, is binding upon both parties and cannot be changed by any individual employee.

If the CITY's representative in Step One or in Step Two fails to answer a grievance within any time limit set forth herein, the grievance shall be automatically advanced to the next step.

For working time necessarily spent in investigating a grievance which an employee has already submitted to the grievance procedure above provided, or in discussing such a grievance with a representative (or representatives) of the CITY, a steward (in his capacity as such) shall be paid at his regular straight-time rate for those hours during which he would otherwise have been at work for the CITY. Such investigation or discussion shall be performed without undue loss of working time. Paid time of over four (4) hours for investigating a grievance must be pre-approved by the City Manager or his designee. In no event shall any such UNION representative leave his work for such purpose before first notifying his Department Head or turning his work over to a replacement who shall be provided by the Department Head as promptly as is practical under the circumstances.

It is agreed that any grievance must be filed as soon as it is known to exist or might reasonably have been known to exist, but not later than five (5) working days after the occurrence of the event upon which it is based, and that, in any event, no grievance claim be valid for a period prior to the date such claim was first filed in writing in accordance with the grievance procedure above provided. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received from him from employment, self-employment, workers' compensation or unemployment compensation.

ARTICLE VI
DISCIPLINE DISCHARGE

Section 1. City Rights. A representative of the CITY may discipline an employee for just cause, or suspend an employee pending an investigation to determine whether disciplinary action may be warranted and, if so, the extent of the disciplinary action. The Rules of Conduct contained in the City of Albion Personnel Manual shall serve as a guideline concerning the types of employee behavior that is unacceptable. However, under no circumstances shall discipline be issued to the employee after (30) thirty calendar days from the date the incident is reported to a Sergeant, Lieutenant, Chief of Public Safety or the City Manager, or if any listed herein has knowledge of the date of the incident. The City Manager will be involved in any disciplinary action resulting in suspension or termination.

Section 2. Just Cause. After completion of the orientation period, no employee shall be suspended or discharged without just cause.

Section 3. Grievance Rights. In the event an employee in the Bargaining Unit is suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, such suspension or discharge shall constitute a case arising under the grievance procedure at Step Two.

Section 4. Reinstatement. If it is decided that the employee was unjustly suspended or discharged, the CITY shall reinstate and pay whatever compensation to the employee as is decided to be fair under the grievance procedure. Said compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge or the start of such suspension.

Section 5. Personnel File. The employee shall have the right to review his attendance record and the record of disciplinary action in his personnel file at any reasonable time. The employee shall be furnished a copy of any new entry of disciplinary action and shall be given the opportunity to initial or sign such entry before its introduction into his file.

Section 6. Union Representation. If an employee is under consideration of, or is to be disciplined, the Supervisor will inform the employee and his designated steward

of this and offer the employee the opportunity to have a steward present during the meeting. If the employee refuses a steward, he will so state in a signed, written statement, a copy of which shall be submitted to the appropriate steward. In such case, the CITY agrees to inform the employee's steward of the outcome in writing. The employer agrees any discipline or investigation of possible discipline shall be conducted in a confidential manner so as not to expose the employee to other employees or the general public except for the UNION Representative.

ARTICLE VII SENIORITY

Section 1. Seniority Defined.

A. City Seniority is defined as an employee's length of continuous, full-time employment with the City since his last date of hire, where the employee has successfully completed his orientation period as hereinafter provided. "Last Date of Hire" means the date upon which an employee first reported as a full-time permanent employee since which he has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leave, or for layoffs due to lack of work or funds.

B. Bargaining Unit Seniority is defined as an employee's length of continuous, full-time employment within the Bargaining Unit since his last date of hire within the Bargaining Unit, where the employee has successfully completed his orientation period as hereinafter provided. "Last Date of Hire" means the date upon which an employee first reported as a full-time permanent employee in the Bargaining Unit since which he has not quit, retired or been discharged. No time shall be deducted from an employee's Bargaining Unit seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leave or for layoffs due to lack of work or funds that occurred while the employee was a Bargaining Unit member.

C. Rank Seniority is defined as an employee's length of continuous service in a rank commencing from the date of the employee's service in each rank and shall include the period of time occupying an equal or higher rank.

D. Leaves of absence without pay in excess of ninety (90) calendar days shall cause the employee's seniority to be frozen at that point in time.

Section 2. Orientation Period. All new employees shall be orientation employees until they have actually worked for the CITY for twelve (12) consecutive calendar months of continuous employment. The purpose of the orientation period is to provide an opportunity for the CITY to determine whether the employee has the ability and other attributes, which qualify him for regular full-time employee status. During the orientation period, the employee has no seniority status and may be terminated at the sole discretion of the CITY without regard to his relative length of service, and without recourse to the grievance procedure. During this period, the employee shall be evaluated and counseled twice, once after six (6) months and again after twelve (12) months. After the probationary employee has completed his 12 months of orientation, the CITY shall have an additional 30 calendar days to complete the final evaluation of the probationary employee and make a determination as to whether or not the probationary employee will be granted regular employee status. If the probationary employee is granted regular employee status, then his/her name shall be added to the seniority list as of his/her last date of hire.

Orientation employees, in accordance with CITY policy, are entitled to health and life insurance benefits, subject to the terms of the insurance carriers. An orientation employee shall receive credits toward his vacation and longevity pay during his orientation period, which vest only upon the successful completion of said orientation period. Orientation employees are eligible to receive holiday pay.

The CITY has no obligation to reemploy an employee who is laid off or discharged during his orientation period.

Section 3, Seniority List. The employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate bulletin board each year. It will include the names of all employees compete with their last hiring date, and the date of entry into each classification, starting with the senior employees at the top of

the list. The CITY shall furnish a copy of the seniority list to the UNION when it is published. Employees who are employed on the same date shall be placed on a seniority roster in alphabetical order of surname.

Section 4. Job Transfer. If an employee is transferred to a position with the CITY which is not included in the Bargaining Unit covered hereby and he is thereafter transferred again to a position within such Bargaining Unit, they are deemed to have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

Section 5. Loss of Seniority. An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list, in the event the employee is:

- A. Discharged for just cause; or
- B. Retires under the CITY's retirement plan; or
- C. Quits; or
- D. Is laid off and the recall periods noted below have expired:
 - Completion of 1-5 years: 1 year recall rights
 - Completion of 5 years or more: 2 years recall rights
- E. Is on sick leave of absence for a period of one (1) year unless, prior to the expiration of such one (1) year period the employee shall have applied for and have been granted an extension of his sick leave (or, thereafter, an even further extension) in which case he shall not lose seniority until the expiration of his last extension of leave or a total of two (2) years on sick leave, whichever shall first occur; or
- F. Accepts employment elsewhere while on leave of absence (other than military service or UNION business leave of absence), or is self-employed for the purpose of making a profit, during a leave of absence; or
- G. Fails to report for work at his designated starting time on his first work day after expiration of leave of absence, unless the employee has a valid excuse, acceptable to management, for such absence; or

H. Fails to report for work upon being recalled from a layoff within three (3) working days after her is notified to do so by certified or registered mail sent to his address on record with the CITY; or

I. Absence from work without permission, for three (3) successive scheduled workdays.

ARTICLE VIII LAYOFF AND RECALL

Section 1. Layoff. Employees shall be laid off according to the following procedures.

A. Probationary employees within the affected classification within the Public Safety Department will be laid off first. The term "classification" means Public Safety Officers.

B. Thereafter, employees within the classification within Public Safety Department will be laid off according to their seniority within said classification.

C. It is understood and agreed that the CITY has the sole right to select the classification(s) in which the layoff will take place.

D. Employees with seniority shall not be laid off while probationary employees or temporary employees are still actively employed in the Public Safety Department.

Section 2. Recall. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work, as determined by the CITY.

ARTICLE IX PROMOTION AND ASSIGNMENT

Section 1. Promotion to Higher Rank. When an employee is promoted to a higher paying rank (position) within the Public Safety Department, he shall be on job probation in the rank to which he was promoted for a period of six (6) months. The

purpose of the job probation is to give the CITY an opportunity to observe the employee at work in such classification and to form an opinion as to whether the employee has the ability, knowledge and skills required to satisfactorily perform the job duties. During the job probation, the employee may be removed therefrom at any time he is or will be unable to satisfactorily perform the requirements of the job. If so removed, the employee shall be returned to the last previous rank he had permanently occupied.

Section 2. Job Posting.

A. A Public Safety Officer position within the Bargaining Unit will be considered vacant when an employee is transferred or promoted to another position, or quits, or is discharged for cause, retires or dies. If the CITY determines that the position is to be filled, the CITY shall advertise the position and post the job opening within the unit. Such notice shall contain the department in which the vacancy occurs, the job description and wage rate. Should the CITY determine that the vacant position is not to be filled, then the UNION shall be so notified.

B. A Sergeants position within the Public Safety Department will be considered vacant when an employee is transferred or promoted to another position, or quits, or is discharged for cause, retires or dies. If the CITY determines that the position is to be filled, the CITY will follow the promotional procedure in Appendix B. Should the CITY determine that the vacant position is not to be filled, then the UNION shall be so notified.

Section 3. Job Performance. At the end of the six (6) month probationary period, a written performance evaluation will be completed, within 30 days after the completion of the 6 month probationary period, by the Supervisor designated by the Chief of Public Safety for all newly transferred employees. This performance evaluation shall detail the employee's performance in the new position. The evaluation shall include the Supervisor's recommendations concerning the new employee's potential for satisfactory performance in the new position. An unsatisfactory evaluation may cause the employee to be returned to his former job.

Section 4. Temporary/Part-Time Employees and Volunteers.

A. The CITY may use volunteer workers provided at limited or no cost to the CITY. The CITY may assign college interns, volunteers or community service workers

to various tasks for limited periods of time for a specific project, provided, however, that any said persons not covered by this Agreement shall not cause a reduction in the normal work schedule of Bargaining Unit employees.

B. Any change in status from full to part-time, or temporary to permanent, or vice versa, must be approved in writing by the City Manager.

Section 5. Temporary Job Assignment. The CITY has the right to temporarily assign employees from one job classification to another to cover for employees who are absent from work (for the duration of such absence) due to illness, accident, vacation, or leaves of absence. The CITY shall also have the right to temporarily assign employees to fill jobs or temporary vacancies or take care of unusual conditions or situations, which may arise for a period of not to exceed ninety (90) days. It is understood and agreed that an employee temporarily assigned in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily assigned.

It is further understood and agreed that any employee who is temporarily assigned under the provisions of this section and works eight (8) or more hours on the job shall receive the rate of pay for the job to which he is assigned or his regular rate of pay, whichever is higher, for the time spent on said job each time he is assigned thereto and all hours thereafter until he is removed from said job. The CITY agrees not to abuse this provision for the purpose of avoiding the payment of the higher rate of pay. No employee shall assume responsibilities unless assigned thereto by their Department Head or by the City Manager.

Section 6. Training – New Technologies, Equipment and/or Procedures. The CITY shall provide a reasonable level of training to each incumbent employee in a covered position to enable him to adequately utilize any new technology, equipment or procedures incorporated into said incumbent employee's position requirements. Such training shall not include basic skills, such as reading, writing, math or driving. In no case shall an incumbent be reduced in pay from his existing level of compensation due to inability to satisfactorily complete offered training.

ARTICLE X
HOURS AND WORK SCHEDULE

Section 1. The Regular Work Week.

A. 8-Hour Work Schedule:

The regular work week of employees covered hereby shall be forty-two (42) hours, which occur between 12:01 a.m. on Sunday and 12:00 midnight the following Saturday. This schedule results in eighty-four (84) hours in the normal two week pay period and matches the hours of employees on the 12-Hour Work Schedule.

Nothing contained herein shall be construed to constitute or guarantee eight (8) hours of work or pay per day, or forty-two (42) hours of work or pay per week.

B. 12-Hour Work Schedule:

Members assigned to the Patrol Division shall work a 12-hour shift schedule. On the 12-hour shift schedule, shift hours shall be 0700 hours to 1900 hours and 1900 hours to 0700 hours. Employees may bid for a shift by seniority. Employees who work 12-hour shifts shall work eight-four (84) hours per pay period, which will be paid at the straight time rate.

It is understood that the Department shall determine the number of employees in each classification to be assigned to each shift. Shift selection will be based on seniority within each classification.

12-Hour Work Schedule

	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI
Platoon 1			W	W			W	W	W			W	W	
Platoon 2	W	W			W	W				W	W			W
Platoon 3			W	W			W	W	W			W	W	
Platoon 4	W	W			W	W				W	W			W

Hours:

DAYS: 7 a.m. – 7 p.m. (Platoons 1 and 2)

NIGHTS: 7 p.m. – 7 a.m. (Platoons 3 and 4)

*****The Schedule Continues to Cycle Every 14 Days*****

Nothing contained herein shall be construed to constitute or guarantee twelve (12) hours of work or pay per day or eighty-four (84) hours of work or pay per two-week pay period.

C. The normal shift schedule will be posted fifteen (15) calendar days in advance of its effective date. The CITY will make a good faith effort to give the employee three (3) calendar days of advance notice of any changes.

D. The CITY reserves the right to make changes in the work week and shift schedules as may be required to meet the needs of the Public Safety Department. Prior to implementation of any change in the existing procedure, the Chief shall schedule a special meeting to discuss the proposed changes. Said meeting shall be held at least two (2) weeks in advance of any proposed change in the work or shift schedule.

Section 2. Break Periods. Because of the nature of the work in the Public Safety Department, it may be impossible or impractical for employees to take their paid lunch period or their paid break period until the urgent or critical aspect of the job then being performed has been completed. Under those circumstances, an employee's Supervisor has the right to determine when a break period may be taken. The CITY will make reasonable accommodations of employee's break requests.

Section 3. Overtime.

A. 8-Hour Work Schedule:

Employees who work the 8-Hour Work Schedule shall receive time and one-half (1 ½) rate of pay for all time worked over eight and one-half (8 ½) hours per day and over eighty-four (84) hours per pay period.

B. 12-Hour Work Schedule:

Employees who work the twelve (12) hour shift shall receive time and one-half (1 ½) rate of their pay for all time worked over twelve (12) hours per day and over eighty-four (84) hours per pay period.

C. Bargaining Unit employees shall have their hourly wage calculated by dividing their annual base wage by two thousand one-hundred eighty four (2,184) hours.

D. Bargaining unit employees cannot be required to work more than sixteen (16) hours in a twenty-four (24) hour period. Except in emergency situations, an employee who has worked sixteen (16) hours shall have an eight (8) hour break before beginning another work shift.

E. When outside of the employee's regular work schedule and as a result of performing his duties as a police officer, an employee is subpoenaed to make a court appearance, required to report to work for the purpose of signing or obtaining a complaint or warrant, attend department meetings, or for the purpose of meeting with prosecuting officials, or scheduled for the purpose of attending a training session, such employee shall receive payment at one and one-half (1 ½) times his regular straight time hourly rate for all hours necessarily spent completing such assignments, excluding any travel time. The minimum payment for such duty performed shall be two (2) hours at time and one-half the employee's regular straight time hourly rate. All subpoena fees shall be assigned to the CITY.

F. Any officer who voluntarily attends a training session outside of the City shall not receive any additional pay over and above his regular salary. All such training shall be scheduled as a regular duty day. Should an officer be scheduled to attend a training session on an off-day, then he shall be compensated at time and one-half (1 ½). No additional compensation shall be paid for any travel time. A departmental vehicle will be provided for officers attending out of town training sessions or, if not available, then personnel will be reimbursed in accordance with the CITY's personnel policy.

G. The CITY agrees to pay an employee for a minimum of two (2) hours at one and one-half (1 ½) times the employee's rate of pay if the officer is required to report for duty at a time other than that for which he has been regularly scheduled by the Public Safety Department.

H. Overtime of less than fifteen (15) minutes in any one day is not included in determining the total hours worked.

I. Compensatory time shall be granted upon the mutual agreement of the employee and the CITY and will be computed at one and one-half (1 ½) hours of compensatory time off for each one (1) hour of overtime worked to a maximum of eighty-four (84) hours of accumulated compensatory time.

Except for grant or contract programs that are reimbursed on an actual expense basis, an employee may elect to be paid the overtime premium or receive compensatory time for the overtime worked. An employee may schedule and use a maximum of eighty-four (84) hours of compensatory time off per calendar year. An employee may request City approval to use additional compensatory time over the initial eighty-four (84) hours, however said approval shall be at the discretion of the City and generally will be approved if it results in additional overtime cost to the City. If an employee wishes to protect the compensatory time he/she uses in conjunction with his/her vacation time, then he/she shall not use more than a fifty-fifty split between vacation time and compensatory time off and vacation time shall always be the equal or majority of the time used. An employee may carry over at the end of the fiscal year (December 31st) a maximum of one hundred sixty-eight (168) hours of compensatory time. All accrued compensatory time in excess of 168 hours on December 31st shall be paid out to the employee at his or her current hourly rate on the 2nd paycheck in January each year following the end of the previous fiscal year. (Note: Lump sum payout of compensatory time upon retirement shall not be included in the FAC.)

An employee shall elect to be paid the overtime premium or receive compensatory time off at the time the overtime hours are actually worked. Compensatory time may be converted to cash only on separation from employment with the CITY or upon death of the employee, in which case the widow or estate of the employee shall be paid all accrued time. Compensatory leave must be taken with prior approval of the employee's Supervisor. Such approval shall not be unreasonably withheld.

Section 4. Overtime Work Requirement. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that under certain circumstances it will be necessary to require employees to work overtime, either scheduled or emergency call-in. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstance.

Section 5. Light Duty. When officers are off work as a result of a medical condition or injury (duty or non-duty related), the City will consider placing the officer on light duty under the following conditions:

- A. A written authorization is provided by the officer's treating physician detailing the restrictions under which the officer may perform light duty.
- B. The Department of Public Safety **is not** in the position of having to cover the officer's normal shift with on-going overtime.
- C. There has been a determination by the Chief of Public Safety that there exists reasonable and productive work that can be performed in a light duty setting.
- D. The officer in question has the skills and ability to perform the required work.

The final decision on light duty work shall be made by the CITY on a case by case basis in regards to the above conditions at the time. In most cases there is valid benefit to the CITY in providing the opportunity for light duty. However, the CITY needs to be able to make this decision based on the specific conditions at the time. The CITY also needs to have the ability to end the light duty if needed.

Section 6. Physical Fitness Activity Break Period. Employees allowed up to one (1) hour of on-duty time for physical fitness activity per shift. Because of the nature of the work in the Public Safety Department, are on-call during this time. It may be impossible or impractical for employees to take their paid physical fitness activity period until the urgent or critical aspect of the job then being performed has been completed. Under those circumstances, an employee's Supervisor has the right to determine when a physical fitness activity break period may be taken. The CITY will make reasonable accommodations of employee's physical fitness activity break requests.

ARTICLE XI
WAGES

Section 1. Wages. The Wage Plan and position classifications are contained in Appendix A of this contract: Wage changes are as follows:

Effective January 3, 2016 – 2.0% increase to each step of each position.

Effective January 1, 2017 – 2.0% increase to each step of each position.

Section 2. Work Requirement. It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required to render a fair day's work for the CITY.

Section 3. Pay Period. The normal pay period commences at 12:01 a.m. on Sunday of each payroll period. Employees will be paid on a bi-weekly pay period basis. (Also see Appendix E)

ARTICLE XII
FRINGE BENEFITS

Section 1. Longevity Benefit. Employees who, on or before the first day of December of each calendar year have completed a minimum of five (5) years of continuous service with the CITY, and who, as of the first day of December, are still employed by the CITY, shall qualify for a lump sum longevity payment in December of that year. Such payment shall be computed on the schedule set forth based upon each full year of continuous service completed on or before the first day of December in the calendar year in which the payment is made:

After 5 years, but less than 11 years	\$400
After 11 years, but less than 17 years	\$700
After 17 years but less than 23 years	\$1,050
After 23 years or more	\$1,400

A. Employees who have qualified for longevity pay shall upon retirement receive a pro rata share of their annual longevity pay as of the effective date of retirement for the year in which they retire. The pro rata share will be equal to the fraction of the year during which they were employed prior to retirement.

Section 2. Retirement.

A. Act 345 Plan – Public Safety Officers

1. All Public Safety Officers (PSOs) who are eligible to be covered by the benefits of Act 345, Public Acts of 1937 amended, shall receive all of the mandatory benefits of that legislation. For employees who retire on, or after, October 1, 1976, the Regular, Straight Life Pension shall equal two and six tenths (2.6%) percent of his Final Average Compensation (FAC) multiplied by the first twenty-five (25) years of service credited to him plus one (1%) percent of his Final Average Compensation multiplied by the number of years and fractions of a year of service rendered by him which are in excess of twenty-five (25) years. For employees who retire after January 1, 2008, the Regular, Straight Life Pension shall equal two and sixty-five (2.65%) percent of his/her average compensation (FAC) multiplied by the number of years and fractions of a year of service credited to him/her. The FAC is defined as the highest thirty-six (36) consecutive months out of the last sixty (60) months of service which produce the highest annual average compensation. Final Average Compensation will include base wages, overtime and longevity exclusively. Lump sum vacation and sick leave payments and clothing allowances are not included in FAC.

2. The employees contribution to the retirement system shall be four (4%) percent of his compensation. Compensation will include base wages, overtime and longevity exclusively. Lump sum vacation and sick leave payments and clothing allowances are not considered compensation for figuring the four (4%) percent employee contribution to the pension program. Half (2%) of the four (4%) percent contribution shall be restricted to a new health care fund within the pension plan to be used to fund health care for retirees. The fund shall only be utilized to pay retiree health care costs when excess annual earnings from the pension fund do not occur, or are insufficient to pay eligible retiree health care costs.

No funds so restricted may be utilized for any purpose other than retiree health care. Within ninety (90) days after completion of the actuarial report for the previous fiscal year, the CITY and the UNION will review the status of this health care fund and decide if any changes are needed.

At no time that the 2% is placed in to the health care reserve shall it be eligible for refund to any terminating employee, unless the employee has five (5) years of service or is laid off by the City, but shall remain part of the health care reserve.

- (a) All employees who are hired on or after 01/01/2013 shall make a contribution of (4%) four percent of his compensation. Compensation will include base wages, overtime exclusively. Lump sum vacation and sick leave payments and clothing allowances are not considered compensation for figuring the (4%) four percent contribution to the pension the pension program. Half (2%) two percent of the above (4%) four percent contribution shall be restricted to a new health care fund within the pension plan to be used to fund health care for retirees. The fund shall only be utilized to pay retiree health care cost when excess annual earning from the pension fund do not occur, or are insufficient to pay eligible retiree health care cost. Refer to Article XII Sec 2(B) Retiree Health Insurance Subsect. 1 for Retiree Health Insurance funding payments.
- (b) No funds so restricted may be utilized for any purpose other than retiree health care. Within (90) ninety days after completion of the actuarial report for the previous fiscal year the CITY and the Union will review the status of this health care fund and decide if any changes are needed.
- (c) At no time that the (2%) two percent into the health care reserve shall it be eligible for refund to any terminating employee, unless the employee has (5) five years of service or is laid off by the CITY, but shall remain part of the health care reserve.

3. Effective January 1, 2000, Section 6(1)(a) of Act 345, being MCLA 38.556(1)(a), shall be applied without the requirement of the attainment of any age. The service requirement of twenty-five (25) years shall be applicable.

B. Retiree Health Insurance.

1. Act 345 Plan – Public Safety Officers

The CITY or the CITY's Act 345 Retirement Plan will contribute the sum determined under (b) below toward the cost of CITY provided retiree health insurance for an eligible retiree as defined in (a) below and their dependents.

(a) An eligible retiree is a retiree who satisfies all the following requirements:

1) The retiree has retired and is receiving benefits under the CITY's Act 345 retirement system and is immediately eligible to receive City health insurance benefits;

2) The retiree has 25 years of service, but is less than the age of eligibility for Medicare; CITY contributions will not be made on behalf of any retiree after he is the age of eligibility for Medicare;

3) The retiree is not receiving, nor is eligible to be covered under, health insurance from another employer or other source. Certification of this is required annually and failure to identify other coverage or eligibility will result in recapture of ineligible payments from pension payments due the retiree. In order to avoid duplicate coverage, the eligible retiree will sign a disclaimer on the form provided before any premiums are paid by the CITY. The retiree shall cease to be eligible for the benefits of this section during such periods of time that the retiree is covered under another health insurance program.

4) No retiree shall be eligible for any cash premium supplement if covered or eligible under other group coverage. Failure to disclose eligibility, or other coverage, shall cause any ineligible payments to be subtracted from pension checks. Annual certification by the retiree of no other eligibility or qualified coverages shall be required.

(b) The monthly contribution shall be as indicated below if the conditions listed below are satisfied.

(c)

Monthly Contribution		
<i>Years of Service</i>	<i>Two Person Coverage</i>	<i>Single Coverage Retiree and/or Survivor</i>
20-25 years	\$450	\$375
25+ years	\$500	\$400

Conditions:

1) The provisions of P.A. 1966 No. 28, being MCLA 38.571 and .572 (the "Act") are in full force and effect and permit the use of interest earned on a reserve fund of the CITY's Act 345 retirement system to be used to pay health insurance premiums for retirees under the system.

2) The Board of the CITY's Act 345 retirement system has determined that sufficient monies in the system are available under the Act and Article 9, Section 24 of the Michigan Constitution of 1963, to permit the payment of the monthly amount and the Board has affirmatively voted to authorize such payments. The determination shall be made on a year-to-year basis and shall in no event create a liability for the system.

3) Eligible retirees receiving CITY health contributions under this section shall be allowed to continue with the CITY's health insurance plan at their own cost (to the extent that the full premium is not covered by the CITY's contribution until the retiree has reached the Medicare eligibility age). To continue such coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment for said premium.

4) The retiree must apply for Medicare (or any other government sponsored health insurance program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored health insurance program).

5) Any funds established by the CITY to provide this benefit shall be vested solely in the CITY and no employee or eligible retiree shall be considered to have any proprietary interest in such funds. In the event any such funds

are established or other funding sources identified or become available, regardless of the means, any such funds established for the purpose of providing medical coverage upon retirement shall belong exclusively and entirely to the CITY.

6) Eligibility, coverage and benefits from the above insurance plans are subject to the terms and conditions contained in the contracts between the CITY and the carrier, including any waiting period or other time limits. Any rebates or refunds on premiums paid by the CITY accrue to the CITY. The CITY may select the carrier and from time to time change carriers or become self-insured, or cease to provide insurance if the CITY ceases any employer provided health insurance policy. In such case, the CITY shall pay directly to the eligible employee the dollar amount being paid per the above formula. If a national or State health plan is mandated and the CITY is required to cover the cost of said program, then there will be no payment to the retiree by the CITY.

7) Eligible retirees will have the option of receiving additional coverage (which is provided by the City to active employees) if permitted by carriers and/or federal or state law at the retiree's cost in addition to the coverage provided for in this section. The additional premium cost shall be the obligation of the retiree. To be eligible for such additional coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment date for said premium.

(d) Permanent Benefit Change. Public Safety Officers retiring on a duty disability pension shall receive \$450 health care premium coverage, or, if single and no minor dependents, single coverage cost up to the \$375 cap, whichever is less. In no case shall the premium supplement be more than the actual coverage purchase either through the employer's group plans, or a spouse's group plan.

C. Purchase Service Pistol Upon Retirement. A member who has achieved the conditions required for normal retirement as defined by the Act 345 Plan, and who has retired in good standing with the Employer, shall be offered the option to purchase their service weapon from the City of Albion at the time of their retirement, at the cost of Twenty-Five (\$25.00) Dollars to be paid by the employee.

Section 3. Medical Insurance.

A. The CITY agrees, for the life of the Agreement, to maintain a substantially equivalent level of group hospital, medical, surgical, prescription and dental insurance benefits in effect for its permanent full-time employees with an insurance carrier or carriers authorized to transact business in the State of Michigan (see substantive provisions in Appendix C). The effective date for such insurance shall be in accordance with the New Hire Agreement in effect between the CITY and the insurance carrier on the effective date of this Agreement. The CITY will contribute the following amount per month of the total cost (including premium, deductible amount, account fees and taxes) for such insurance coverage for the employee and his dependents.

FISCAL YEAR	EMPLOYER %	EMPLOYEE %
2016 - 2017	90%	10%

The insurance plan will cover spouses and children until age twenty-six (26) as long as the child is qualified under the terms of the insurance program. The insurance plan is provided subject to any changes the carrier makes to the plan during the term of this Agreement.

B. The CITY agrees, for the life of this Agreement, to maintain an equivalent level of group hospital, medical, surgical, prescription and dental insurance benefits for any employee electing a duty disability retirement. The CITY shall provide a monthly contribution towards this medical coverage of \$450 or, if the employee is single with no minor dependents, then single coverage cost up to the \$375 cap, provided:

- No other medical coverage is available (such as spouse's employer provided insurance).
- Coverage would no longer be provided should the employee obtain employment where health insurance coverage is available through the current employer.
- Coverage shall cease upon employee becoming eligible for Medicare coverage.

The CITY shall also provide the availability of medical coverage for the employee's family, however, dependent coverage shall be paid for by the employee. To be eligible for such additional coverage, the retiree must remit the retiree's share of the premium cost to the CITY's Finance Department one month in advance of the CITY's payment date for said premium.

All terminations of coverage, as noted, shall be subject to applicable provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended.

C. Any funds established by the CITY to provide for medical insurance shall be vested solely in the CITY and no employee shall be considered to have any proprietary interest in such funds. In the event any such funds are established or other funding sources identified or become available, regardless of the means, any such funds established for the purpose of providing medical coverage shall belong exclusively and entirely to the CITY.

D. Eligibility, coverage and benefits under any of the insurance plans are subject to the terms and conditions contained in the contracts between the CITY and the carrier, including any waiting period or other time limits. Any rebates or refunds on premiums paid by the CITY accrue to the CITY. The CITY may select the carrier and from time to time change carriers or become self-insured, or cease to provide insurance if the CITY ceases any employer provided health insurance policy, or a national or State health plan is mandated which covers CITY employees and retirees.

E. In the event of a non-work related injury to an employee with resulting incapacity to work, the CITY will continue to pay the premiums of said insurance either for the period of time equal to such employee's accrued sick leave for a period of three (3) months during said disability, whichever period is greater.

F. The CITY agrees to provide for the continued premium payments of the medical insurance for up to one (1) year from the date of any work-incurred injury with resulting incapacity to work, or until the employee qualifies for a duty disability, whichever comes first.

G. The CITY reserves the right during the term of this Agreement to coordinate the medical coverage provided with any programs or mandates approved at the State or Federal level.

Section 4. Life Insurance. The CITY will provide, at its sole cost, life insurance coverage in the amount of twenty-five thousand (\$25,000) dollars for each employee covered hereby who is eligible therefor under the standard rules of the insurance carrier selected by the CITY.

Employees may, at their options, purchase additional amounts allowed under insurance carrier's program. The CITY will not provide any life insurance coverage at its expense to retirees. Employees will pay the actual cost to purchase additional life insurance coverage and the CITY will not charge any administrative fees for providing this additional insurance coverage.

Section 5. Workers' Compensation. Pursuant to Michigan law, the CITY provides, at its sole expense, workers' compensation insurance coverage for each employee covered hereby.

1. Upon request of the employee, an employee may use accumulated vacation and sick time to supplement the employee's workers' compensation wage loss benefit. If so requested, the employee may supplement the wage loss benefit up to a total of the employee's full paycheck. (A full paycheck means the normal net pay for the employee based on a regular work week with no overtime, on-call pay, etc.) It is understood that relevant taxes and withholdings may be deducted from payment of accrued time. It is also understood that the employee may only use accrued time prospectively, and may not use accrued time for any period of time prior to the employee's request.

2. An employee who is receiving workers' compensation benefits shall continue to accrue vacation and sick time for the first twenty-six (26) weeks (13 pay periods) of workers' compensation leave.

3. After the twenty-six (26) weeks discussed in sub-section 2 above, the employee shall only continue to accrue vacation and sick time if that employee supplements workers' compensation wage loss benefits by using the necessary hours of time from his or her sick, vacation or compensatory time bank per two-week pay

period. (Computation of the necessary hours of time will be determined by dividing the employee's workers' compensation check by his normal hourly rate of pay to determine hours worked and subtracting this amount from the 72 hours of work needed to qualify for vacation and sick time accrual for the pay period.) If the employee has no available banked time, the employee may use accrued vacation time that is not already in his available vacation bank. If the employee does not elect to use time from his available sick, vacation or compensatory bank, or has no accrued time, then he or she will not accrue sick or vacation time for that pay period.

4. Any employee may not accrue vacation or sick time under this section if there is a claim filed with the Michigan workers' compensation agency and/or a dispute as to the employee's eligibility to receive workers' compensation benefits. However, accruals shall be awarded to the employee if there is a final ruling that the employee was entitled to wage loss benefits. In the event that a workers' compensation claim results in a redemption, voluntary payment, or other form of settlement, the employee will not be awarded vacation and/or sick time except as these items are addressed in the settlement agreement.

5. In any event, the accrual of vacation and sick time under the workers' compensation program shall cease once the employee is off of work for one (1) continuous year. Thereafter there will be no accrual of vacation or sick time for the employee until such time as the employee returns to work.

6. As a result of the delay in receiving payment under the workers' compensation program, an employee may want the CITY to continue paying them their normal base wage. The employee then signs over the CITY the workers' compensation check when it comes from the insurance carrier. The CITY then credits back to the employee a number of sick days (vacation days, etc.) in relation to the workers' compensation amount received. Workers' compensation payments are not taxable; however, payments made to an employee against their sick or vacation time is taxable. Therefore, even though the CITY credits back the sick or vacation days to the employee, the CITY is unable to adjust the taxes deducted for the original payments. Obviously, the taxes withheld are reflected on the employee's W-2 at year-end; however, the taxable amount on the W-2 doesn't not reflect the tax-exempt nature of the

workers' compensation payments. If the employee chooses this option for continued payment of wage during a period of time covered by workers' compensation then the employee accepts this tax situation as part of the process.

Section 6. Unemployment Insurance. The CITY agrees to participate in the unemployment compensation program administered by the State of Michigan. Employees of the CITY who are determined by the State Employment Security Commission to be eligible recipients may receive unemployment benefits when terminated from CITY employment.

Section 7. Liability Insurance. Whenever possible, the CITY shall provide a comprehensive Liability Insurance, as provided by a standard policy, in the amount of \$100,000 per person and \$1,000,000 per incident.

Section 8. Opt-Out of Medical Insurance. The City of Albion recognizes that many employees current have dual insurance coverage due to coverage also being provided by a spouse's employer. An employee choosing to cancel his health insurance coverage may do so provided he:

- * Obtains proof of insurance through his spouse's policy noting an effective coverage date.
- * Sets up an appointment with the Human Resources Coordinator to provide proof of insurance coverage under the spouse's policy and signs the City of Albion's cancellation of insurance form.

An employee may cancel his health insurance during the CITY's open enrollment period announced each year by the CITY. Re-enrollment in the CITY's health care plan shall also be provided for in April during open enrollment should an employee wish to reinstate his insurance coverage.

Other than during the open enrollment period, an employee cannot re-enroll back into the CITY's health care plan except under a qualified life event change as defined by the insurance carrier. A qualified life event change generally includes the following:

- * Spouse loses medical coverage
- * Death of spouse
- * Birth/adoption of a child
- * Marriage or divorce

Any employee electing to participate in the Opt-Out plan will be paid \$1,800.00 in two equal installments of \$900.00. The first payment will be made after six (6) months without hospitalization coverage and the second payment after one (1) year without hospitalization coverage.

There will be no partial payments or pro-rata payments for employees who request to get back into CITY hospitalization coverage once they have opted out.

Section 9. Tuition Reimbursement. The CITY will grant tuition reimbursement for continuing education in the amount of one-half (1/2) of the actual cost of individual classes taken, including required books up to a maximum of \$1,000 annually. To be eligible for this reimbursement, an employee must pass the course with a C or better and have received written approval from the Chief of Public Safety and the City Manager prior to taking the course. The only courses eligible for reimbursement shall be those that are job related or core courses that are job related to a degree.

Section 10. Clothing Allowance.

A. All unit employees shall receive \$500 annually, detective division officers shall receive \$600 annually, as a clothing maintenance allowance, payable in semi-annual payments to employees employed during the entire six (6) month period preceding July 1 and January 1.

B. All employees within the unit shall be responsible for the maintenance, cleaning and replacement of all uniforms and uniform accessories described in Appendix D, Sections 1 and 2. Said uniforms and equipment shall be maintained in accordance with Department policy.

C. The Employer will furnish all firefighting gear and will replace firefighting gear damaged on duty. No employee is authorized to wear or use departmental clothing and equipment except in the official performance of their duty.

D. Employees, upon hiring into the department, will receive an initial issue, as described in Appendix D. attached hereto.

Section 11. Educational Incentive. Officers in the classification of Public Safety Officers who have had three years' experience as sworn officers with the CITY, shall be paid an educational bonus for degrees and credits earned in Public Safety related courses. Such incentive bonus shall not be considered when calculating the

employee's regular hourly rate of pay. The amount of education bonus shall be as set forth below:

- A. An associate degree or has attained junior class status shall receive a one-time bonus of \$500.
- B. A bachelor's degree shall receive a one-time bonus of \$1,000 (\$500 if the employee previously was paid \$500 for an Associate's Degree).

**ARTICLE XIII
LEAVE TIME**

Section 1. Holiday Pay

- A. The following days are designated as holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Easter	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day

For the purpose of this section, holidays will be observed as when they are Federally recognized.

- B. 12-Hour Shift:

Employees who are regularly scheduled to work on a Federally recognized holiday, shall receive two times (2X) their regular salary for all hours worked and shall be paid an additional eight (8) hours straight time as Holiday pay. Employees not scheduled to work on a day that is celebrated as a holiday shall be paid eight (8) hours at straight time as Holiday pay. Employees not regularly scheduled to work, but who are called in to work on a day celebrated as a holiday shall receive two times (2X) their regular rate of pay for all hours worked on the holiday and shall receive an additional eight (8) hours at straight time as Holiday pay. Employees who call in sick on

a holiday shall receive pay at straight time of their regular rate of pay and the time shall be deducted from their paid time-off/sick leave account.

C. 8-Hour Shift:

Employees working the 8 hour shift will normally take off the day celebrated as the Holiday and receive eight (8) hours pay at their regular straight time rate as Holiday pay. Employees called in to work on a Federally recognized holiday shall receive two times (2X) their regular rate of pay for all hours worked on the holiday and shall receive an additional eight (8) hours at straight time as Holiday pay.

D. If a holiday occurs during an employee's regularly scheduled vacation, such employee shall receive along with his vacation check the Holiday pay referred to above.

E. In order to receive the Holiday pay referred to above, an employee must have actually worked during the period of thirty (30) calendar days preceding the date celebrated as a holiday and must have worked his last scheduled working day before and the day after the day celebrated as a holiday, unless such employee is on an approved vacation or is otherwise excused by the Chief or his designee. It is understood that employees may be required to work on one of the foregoing holidays. An employee who is scheduled to work on a holiday set forth above and does not work said day shall receive no holiday benefit for such day, unless on an approved absence.

Section 2. Vacation Pay.

A. On each anniversary of their seniority date an employee covered hereby shall be eligible for a paid vacation as follows:

SENIORITY	VACATION HOURS EARNED
1-5 years	3.39 hrs. accrual per pay period (max 88 hrs.)
6-14 years	4.93 hrs. accrual per pay period (max 128 hrs.)
15 year or more	6.93 hrs. accrual per pay period (max 180 hrs.)

After the employee has attained seniority status, he/she shall accrue, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include authorized vacation, compensatory time, sick time, workers'

compensation time, funeral leave, etc.) the number of hours indicated in the table above for paid vacation time. If an employee has paid time of less than 72 hours in a pay period, then he/she shall not accrue the allotted vacation hours for that pay period. The vacation hours accrued each year shall be transferred to the employee's current vacation bank on the employee's seniority date each year.

B. Vacation leave shall be granted to covered employees by the Police Chief, and such vacation shall be granted at such times as they least interfere with the efficient operation of the Public Safety Department. Vacations may be coupled with compensatory time off and if the employee is off duty for such purpose shall be considered as being on vacation for the purpose of determining the number of employees that may be off duty during any particular vacation period. If an employee wishes to protect his/her compensatory time used in conjunction with vacation time, he/she shall not use more than a fifty-fifty split between vacation time and compensatory time off and vacation time shall always be the equal or majority of time used. Vacation requests must be made by February 15th, preceding the period requested. Officers who make the request by February 15th shall be granted vacation by rank seniority. Officers in the Detective Division shall select vacation time off on a schedule that is separate from all other employees in the department.

C. If an employee who is otherwise eligible for vacation with pay quits or is discharged without having received the same, such employee shall receive, along with his final paycheck, the unused vacation for which he qualified on his prior anniversary date. Additionally, an employee who voluntarily separates from the CITY's services after giving not less than fourteen (14) calendar days advance notice of such action to the Chief, or who is laid off, shall be paid for vacation accumulated through the last full month of his service from his most recent anniversary date.

D. Payment in lieu of a vacation period will not be made. Normally, vacation time will not accumulate from one year to the next, except for unusual conditions or situations as determined by the City Manager. In such cases, the City Manager may grant carryover vacation time not to exceed two (2) weeks. Vacation time may be used in one-half (1/2) day increments with prior approval from the employee's supervisor.

E. If an employee has at least two (2) weeks before the starting day of their vacation turned into Payroll, a request for vacation pay, approved by the Chief of Public Safety and the City Manager (on the form available from Payroll), the employee will receive their vacation pay before their vacation.

1. Paid Time Off. For employees hired on or after 01/01/2013 vacation and sick time will be combined into Paid Time Off (PTO).
2. Paid Time Off (PTO)

<u>SENIORITY</u>	<u>PTO HOURS EARNED</u>
1 – 5 years	168 hours*
6 – 14 years	208 hours
15 + years	250 hours

(* Begin earning from date of hire and banked. Available after the successful completion of three (3) months.)

PTO when used as vacation must follow seniority and be scheduled per existing/current standards within the POAM contract, City of Albion policy and/or Albion DPS policy.

PTO when used as sick time must be used per existing/current standards within the POAM contract, City of Albion policy and/or Albion DPS policy.

- (a) The CITY will provide to employees hired on or after 01/01/2013 long term disability after successful completion of the new hire probationary period.

3. Other PTO Terms

- (a) Long-term Disability
- (b) Gap Bank – Up to 84 hours per year. Maximum of 480 hours. Once Gap Bank reaches 480 hours, the employee must use all but 84 hours of PTO time or it is forfeited.
- (c) Retirement – Employee may cash out up to 240 hours.
- (d) Credited to PTO Bank – On January 1st of each year. For new hires – PTO is prorated from date of hire and spread over the bi-weekly pay periods, which are banked and then made available after the successful completion of the 3 month probationary period.

Section 3. Military Service Leave. The CITY and the UNION agree that the matter of leave of absence for an employee during the period of his military service with the Armed Forces of the United States, and of his reinstatement thereafter, shall be governed by applicable statutes and the Court interpretation thereof.

An employee who is granted military service leave of absence with the Armed Forces Reserves and/or the National Guard in response to a call to active duty (other than at his own request) will be paid the difference between the amount he receives from military service and the amount he would have received had he worked his scheduled time for the period of his military leave, but not to exceed the first ten (10) working days thereof, no to exceed a total of ten (10) work days in any calendar year.

To be eligible to receive this wage supplement, an employee must give the CITY notice of his call to active duty as promptly as practical, and must provide the CITY satisfactory evidence of his performance of the military service and his military pay.

Section 4. Jury Duty. An employee who has been selected by a State or Federal court to serve on jury duty will be paid the difference between the amount he receives as compensation for such service and the amount he would have received had he worked his scheduled time for the period of their jury duty.

To be eligible to receive this wage supplement, an employee must give the CITY notice of their call to jury duty as promptly as practical, and must provide evidence of their performance of jury duty and their jury duty pay. If an employee does not have to

report for jury duty on a given day and they are scheduled to work they must report to their regular workstation.

Section 5. Personal Business Leave. An employee shall have the right to make written application for leave of absence without pay for a period of up to one (1) calendar month for a personal reason of persuasive nature, which shall be stated in the application. Granting of such leave shall be in the CITY's (Chief of Public Safety and City Manager) discretion alone. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

The CITY CITY's (Chief of Public Safety and City Manager) may grant an extension of a personal business leave of absence for a period not to exceed ninety (90) calendar days in total. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 6. Disability Leave. If an employee is ill or suffers an injury requiring absence from work and all time off credits have been exhausted, the employee will, on written application supported by a physician's certificate as to the necessity of leave, be granted a sick leave of absence of up to one (1) year without pay or benefits. Such leave, and any extension(s) thereof granted, in the CITY's discretion, on the employee's application therefor similarly supported may not exceed, at most, a total of two (2) years, pursuant to Article VII, Section 5 (e) hereof. In the event the illness or injury is subject to workers' compensation, the CITY will maintain the employee's medical benefit for up to one year.

An employee returning from sick leave of absence may be required by the CITY to furnish a physician's statement as to his unlimited or unrestricted fitness for the work to which he will be assigned.

Section 7. Union Business Leave. The CITY will grant a leave of absence without pay to UNION members for the following functions:

A. One (1) officer from the Department for five (5) days every other calendar year to attend the Police Officers Association of Michigan meeting.

B. Two (2) officers from the Department for three (3) days each calendar year to attend the Police Officers Association of Michigan meetings.

C. One (1) officer from the Unit for one (1) day each calendar year to attend the Police Officers Association of Michigan Labor meeting

The request for such leave of absence shall be made as soon as possible after the affected employee has knowledge of the date of the meeting. The request shall be granted unless the Chief believes that granting the request will reduce manpower below an acceptable level. If additional employees wish to attend such meetings, they may request a personal leave of absence as provided in Section 5 of this Article.

Section 8. Time-Off Pay Increment. An employee hired before January 1, 2004, shall accumulate, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include authorized vacation, compensatory time, sick time, workers' compensation time, funeral leave, etc.) 3.70 hours of sick time. If an employee has paid time of less than 72 hours in a pay period, then he/she shall not accrue the allotted sick time hours for that pay period. Said employee may accumulate a maximum of nine hundred and sixty (960) hours of such credit which shall be used only for sick time with pay as herein provided.

An employee hired into the City after January 1, 2004 and before January 1, 2013, who has attained seniority status, shall accumulate, at the end of each pay period (for which the employee has worked at least 72 hours; time worked shall include vacation, compensatory time, sick time, workers' compensation time, funeral leave, etc.) 3.70 hours of sick time. If an employee has paid time of less than 72 hours in a pay period, then he/she shall not accrue the all the allotted sick time hours for that pay period. Said employee may accumulate a maximum of four hundred and eighty (480) hours of such credit which shall be used only for sick time with pay as herein provided.

An employee hired before January 1, 2008, who is leaving the service of the CITY through retirement, excluding deferred retirement, will be paid on the existing bi-weekly schedule, or in one lump sum, at the discretion of the employee, for a maximum of nine hundred and sixty (960) hours of unused accumulated time off at the rate of sixty-five (65%) percent of the accumulated credit at his wage in effect on the date of his retirement for each hour of such accumulated credit. The payment for accumulated time off shall not be included in FAC. Upon death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, will be paid in one lump sum

for the maximum nine hundred and sixty (960) hours of unused time off which then remain to his credit at the rate of sixty-five (65%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit.

An employee hired after January 1, 2008, who is leaving the service of the CITY through retirement, excluding deferred retirement, will be paid on the existing bi-weekly schedule, or in one lump sum, at the discretion of the employee, for a maximum of four hundred and eighty (480) hours at the rate of fifty (50%) percent of the accumulated credit at his wage rate in effect on the date of his retirement for each hour of such accumulated credit. The payment for accumulated time off shall not be included in FAC. Upon death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, will be paid in one lump sum for a maximum four hundred and eighty (480) hours of unused time of which then remain to his credit at the rate of fifty (50%) percent at his wage rate in effect on the date of death for each hour of such accumulated credit.

Section 9. Sick Time With Pay. During the period of absence from work because an employee suffered a noncompensable illness or injury or to keep an appointment with a doctor, dentist or other medical personnel, the employee will be paid from and to the extent of his paid time-off credit.

In order to be entitled to such payment, an employee must follow departmental procedures concerning notification of and gaining approval for expected time off and must promptly make claim for sick time charged against his paid time-off credit on a form available in the Department.

An employee who falls ill or is injured and who expects to be off work must notify the Public Safety Department as promptly as practicable under the circumstances but, in any event, no later than the beginning of his scheduled shift on the day of his absence from work. His failure to promptly notify the CITY may result in denial of his claim for paid time off credit.

The CITY may require a medical doctor's statement for three (3) or more consecutive work days of sick leave and/or to certify that the employee is physically and/or mentally fit to unrestricted or unlimited duty at the conclusion of such illness or accident related injury.

Sick Time Incentive. If an employee uses forty-eight (48) hours or less per calendar year (26 pay periods) of sick time, then the employee, at his/her discretion, shall be paid for the remaining hours of sick time earned in the calendar year at his/her regular rate of pay. (Note: If an employee earns less than the full 96 hours of sick time possible in a calendar year but more than 48 hours, then the employee would be paid the sick time incentive for the difference between hours earned and the initial 48 hours if less than 48 hours of sick time is used by said employee.) The payment for the sick time incentive of unused sick time hours shall be included in the employee's 1st pay check in February each year. Any remaining sick time shall be carried over into the employee's sick leave bank.

To the extent possible, employees should schedule dental or medical appointments during off-duty hours. However, when this is not possible, the employee should schedule the appointment for the beginning or end of his/her work shift, thus limiting the time off needed for the appointment. The employee, at his/her discretion, shall use either accumulated compensatory time off or sick time credit for the time used. If more than four (4) hours of sick time credit is requested for a medical appointment, the employee shall explain in writing the need for the extra time and shall supply a written confirmation from the doctor's office verifying the date and time of the appointment.

Section 10. Bereavement Time, With Pay.

A. Employees shall be allowed the following days leave of absence, for the purpose of attending a funeral or memorial service, with pay, as funeral leave not to be deducted from vacation or sick time.

- Four (4) days for death of a spouse, child, step-child, parents, or step-parents
- Three (3) days for sister, brother, mother-in-law, father-in-law, grandchildren
- Two (2) days for grandparents, grandparent-in-law, brother-in-law, sister-in-law, or other member of employee's immediate household to the extent that a federal income tax exemption, in the most

recent year of filing, was allowed as a dependent member of the household

B. An employee may use additional days for such leave which will be deducted from the employee's available and accrued days. The employer will have discretion to grant additional time for such leave and the exercise of such discretion will not create a precedent.

C. An employee selected to be a pallbearer for a deceased employee shall be allowed four (4) hours with pay for such period if the funeral is scheduled during normal work hours.

D. The employee shall notify the CITY of the necessity for a leave before leaving and upon request, provide verification of the relationship and death.

E. If the employee fails to make proper notification of his absence, or fails to provide requested verification of relationship and death, the CITY may withhold payment for the time taken off by employee.

Section 11. Birthday Paid Day Off.

Employees are eligible for one regular shift (12 hours) of paid time off for the employee's birthday, to be taken during the pay period in which the birthday occurs. The time off is subject to the approval of the supervisor. The employee shall not be unreasonably denied the requested time off. Birthday time off is not compensable upon termination.

ARTICLE XIV RESIDENCY

All employees hired into the bargaining unit on or after the effective date of this Agreement must, as a condition of their continued employment (after the initial orientation period) reside within 20 miles of the corporate City limits of the City of Albion, Michigan.

For purposes of this agreement, a resident is defined as follows:

One who establishes and occupies a dwelling within the corporate City limits, maintains this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Members of the bargaining unit agree to abide by the requirements of Section 5.14 of the City of Albion Employee Policy and Procedure Manual, EXCEPT: If the City of Albion makes any exception to Section 5.14 for any future hiring of a regular employee, then members of the bargaining unit shall be entitled to the same exemption for the duration of the contract.

A regular employee is as defined in Section 2.2 of the Employee Policy and Procedure Manual, which reads: "An employee who is hired as a full time employee will be assigned to work a forty (40) hour week. An employee who has successfully completed his/her orientation period will be designated as a regular employee and will be eligible for all employee benefits." As used in this contract agreement, the term "regular employee" shall also include permanent part-time employees working at least eighty (80) regularly scheduled hours per month at least ten (10) months in any year. The term "regular employee" specifically excludes seasonal workers, temporary workers, interns, workers provided to the CITY at no cost to the CITY, volunteers, recreation assistants (other than permanent full time), prisoners, community-service workers, consultants and limited term contract employees, and any employees hired by authority of any governing board other than the CITY Council of the City of Albion, including but not limited to: Economic Development Corporation Board and the Downtown Development Authority.

Employees employed in the bargaining unit before March 27, 1983 (except as set forth in the paragraph below) shall reside within the City limits, and in no case further than within a twenty (20) mile radius of the City limits.

Employees employed in the bargaining unit before March 27, 1983 who did not reside within a five (5) mile radius from the City limits, or who reside within the five (5) mile radius, are exempt from the provisions of this Article, provided that such employees, if they change their place of residence, shall become and remain a resident of and reside within twenty (20) miles of the corporate City limits of the City of Albion,

Michigan. The building of a new structure on the same parcel of land, on which the employee's previous residence existed, will not be deemed to be a change in residence for the purpose of this section.

Hardship Exemption. The CITY agrees to consider a hardship exemption from residency under the following conditions:

- 1) A hardship exemption will be considered where an employee's immediate family member, who resides outside the CITY, needs in home medical and/or physical care and/or assistance; or
- 2) Where an employee's parent's home, or an employee's parent's farm, requires the employee to reside there for maintenance, security, or to operate the parent's farm.
- 3) Where an employee's spouse is also employed by a public entity with a residency requirement.

Written approval by the City Manager of an application for exemption from residency is required after submission of required documentation, in affidavit form. The duration of such exemption from CITY residence shall be dependent on the specific case circumstances. An employee who files a false affidavit, or fails to return to CITY residency, if the exemption trigger ends, is subject to discipline up to and including termination.

The provisions of this Article are intended to comply with State law. To the extent that there is a conflict between this Article and a state statute, the statute shall prevail.

ARTICLE XV
MISCELLANEOUS

Section 1. Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll of the CITY, must keep the CITY (Human Resources) currently advised of their correct current mailing address and of their current telephone number.

In the case of an employee on the CITY's active payroll, notice of change of address or telephone number shall be deemed given only if the employee makes the change on the form available at the office of the Human Resources Director and returns such form there, duly completed. The CITY shall give the employee a receipt for his notice of change of address or of telephone number at the time he turns in such completed form.

In case of an employee of the CITY's active payroll, such as a layoff, leave of absence, vacation, etc., notice of change of address or of telephone number shall be deemed given only if the employee follows the procedure above, or gives notice by registered or receipted mail in which case the notice shall be addressed to the Human Resources Director, City Hall, 112 W. Cass Street, Albion, Michigan 49224.

For notice purposes under this Agreement, the CITY shall be entitled to rely on the last address and telephone number furnished to it by the employee, and it shall have no responsibility to the employee for his failure to receive notice caused by his not following the change procedures set forth above.

Section 2. Training and Certification.

A. All sworn officers are required to attend the Recruit Academy and thereby qualify for a basic first aid card. Officers shall be required to maintain their status as a basic level first aid card holder. Any employee who lets his basic level first aid card lapse may be required to attend a first aid instruction course on his own time, provided that the employee has failed to pass a first aid instruction course scheduled as a training session by the CITY during the preceding period of eighteen (18) months. EMT certification may be utilized in lieu of basic first aid requirements contained in this section, provided that State law requirements have been met.

B. The CITY and the UNION recognize the importance of each sworn officer maintaining a reasonable level of competence in the operation of firearms. The UNION agrees to cooperate fully with the CITY in the implementation or maintenance of any programs designed to ensure that sworn officers maintain a reasonable level of competency in the use of firearms. Sworn officers may be required to shoot at the range a reasonable number of times per year and to satisfy the minimum score on a course of fire designated by the CITY for training purposes. For the purpose of encouraging officers to practice with their weapon prior to any scheduled shoot at the range, the CITY will for each of the two (2) preceding months provide officers, upon request, with fifty (50) rounds of ammunition. Officers desiring firearms instruction should notify the Chief. The instruction will be conducted during duty hours during the two (2) month period preceding the next scheduled Department shoot.

C. Should an employee covered by this Agreement, become physically or mentally handicapped as a result of on-the-job injury to the extent that he cannot perform his regular job, the CITY will attempt to place the employee in a position within the Public Safety Department that, in the eyes of the CITY and/or Chief, he is physically and mentally able to perform, provided always, that such a job is available.

D. All Public Safety Officers in the Department shall be required to attend the basic academy and become certified by MCOLES and complete the basic fire science course as approved by the State of Michigan Firefighters Training Council and be certified by the Firefighters Training Council.

E. If an employee chooses to resign their position within thirty (3) months from their date of hire, the employee shall, on the pro-rated schedule indicated below, reimburse the CITY for all training costs directly related to the academy tuition expended by the CITY.

Employment Time	Percentage Reimbursement of Training Costs
0-18 months	100%
18 – 24 months	75%
24 – 30 months	50%
30+ months	0%

F. Officers assigned to serve as training officer for a recruit shall receive at straight rate, per training day worked as training officer:

- One (1) hour of training compensatory time for working as a training officer less than six (6) hours
- Two (2) hours of training compensatory time for working as a training officer for six (6) hours or more

G. This compensatory time shall be kept as a separate bank and so noted on time reports, and it shall not be subject to the eighty-four (84) hour cap on regular compensatory time. Training compensatory time awarded to training officer may be carried over for maximum of one hundred sixty-eight (168) hours for Field Training Officers (FTO) and is not subject to payout if not used. Use of such time shall otherwise be subject to the regular rules covering approval and use of compensatory time.

Section 3. Medical Tests and Requirements.

A. The CITY may, at its discretion, require that employees submit to a physical and mental test and examination by a CITY appointed doctor when tests and a physical and mental examination by a CITY appointed doctor when tests and examinations are considered to be of value to the CITY in maintaining a capable work force, employee health and safety, etc., provided, however, that the CITY will pay the cost of such test and examinations.

B. The CITY may, at its discretion, and in compliance with state, local, and Federal laws, require the employees provide specific and detailed medical data related to job performance from the employee's doctor, the CITY's doctor, and/or a personal affidavit stating the cause of the absence, for any illness or injury which has resulted in lost work time.

C. Employees who have been on extended leave as a result of illness or physical ailment may be required to receive and successfully pass a physical examination to determine their continuing ability to perform the duties and responsibilities of their position, or of the position to which they may be assigned.

D. In order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free public safety profession, this department shall maintain a drug testing program to detect prohibited drug use by all UNION members as provided for in Appendix G of this Agreement.

Section 4. Outside Activity. No employee may directly or indirectly maintain or engage in any outside business, financial interest or employment activity which conflicts with the interest of the CITY, or interferes with his ability to discharge his CITY duties fully. Such conflict of interest shall be grounds for discipline, up to and including discharge.

Section 5. Lieutenant's Position. In the event no Sergeant bids for, or is determined qualified to fill, a Lieutenant's position which has been posted by the Department, then Public Safety Officers may apply for the position.

Section 6. Special Meetings. The CITY and UNION agree to meet and confer on matters of clarification of the terms of this Agreement upon written request of either party. The written request shall be made in advance and shall include an agenda setting forth the nature of the matters to be discussed and the reasons for requesting the meeting. Such meetings shall be between at least two representatives of the UNION and two representatives of the CITY. Discussions shall be limited to the matters set forth in the agendas, but it is understood that these special meetings shall not be for the purpose of conducting continued collective bargaining negotiations, nor in any way to modify, add to, or detract from the provisions of this Agreement. It is understood that special conferences will only be scheduled upon mutual agreement.

Section 7. Effective Agreement. This Agreement supersedes any past practice or previous agreement, verbal or written, between any of the parties hereto which is in conflict with this Agreement.

Section 8. Separability. If any provision of this Agreement be held invalid under the existing legislation, State or Federal, the remainder of this Agreement shall not be affected thereby.

**ARTICLE XVI
DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect from January 1, 2016 until 12:00 midnight September 30, 2017, and thereafter for successive periods of one (1) year, unless either party shall at least sixty (60) days prior to September 30, 2017, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless the parties have agreed to the terms of a new Agreement or have agreed to extend the existing Agreement for a stated period.

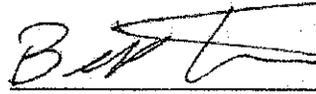
IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the ____ day of January, 2016.

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

CITY OF ALBION

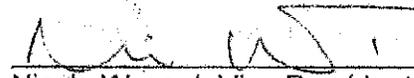
Gregg Allgeier
Its Business Manager

Joseph V. Domingo, Mayor



Bill Timmins, President

Sheryl L. Mitchell, City Manager



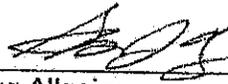
Nicole Wygant, Vice President

Jill Domingo, City Clerk

IN WITNESS WHEREOF, the parties hereto have affixed their signatures representing the parties in accordance with their authority on the _____ day of January, 2016.

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

CITY OF ALBION

 01-08-2016

Gregg Allgeier
Its Business Manager

Joseph V. Domingo, Mayor

Todd Jeschke, President

Sheryl L. Mitchell, City Manager

Bill Timmins, Vice President

Jill Domingo, City Clerk

APPENDIX A-1

WAGE PLAN

January 3, 2016 – December 31, 2016

Public Safety Officer (PSO)

Effective	Start	Step 1*	Step 2	Step 3	Step 4
01/03/2016 2.0%	\$39,417.51	\$41,348.36	\$43,447.96	\$45,678.45	\$47,913.27

* Movement between steps is based on one (1) year at the previous step and obtaining A satisfactory one (1) year evaluation at each step.

	PSO – Trainee	PSO – 1	PSO – 2
01/03/2016 2.0%	\$23,738.12	\$32,979.64	\$35,606.65

General Notes (Trainee)

- PSO-Trainee is a new hire employee with no certifications.
- PSO-1 is an employee with either fire or police certification completed.
- PSO-2 is an employee with both fire and police certifications completed, but who has not yet completed his field training.
- With approval of the Chief of Public Safety and the UNION, a trainee with over two (2) years' experience and only one certification may start at the PSO-2 pay level.

General Notes

- Movement between steps is based on one (1) year at the previous step and obtaining a satisfactory one (1) year evaluation at each step.
- Public Safety Officer –Trainees will not be used to displace any existing employees.
- The hourly wage rate will be determined by dividing the above annual base salaries by 2,184 hours.

APPENDIX A-1

WAGE PLAN

January 1, 2017 – September 30, 2017

Public Safety Officer (PSO)

Effective	Start	Step 1*	Step 2	Step 3	Step 4
01/01/2017 2.0%	\$40,205.86	\$42,175.33	\$44,316.92	\$46,592.02	\$48,871.54

* Movement between steps is based on one (1) year at the previous step and obtaining A satisfactory one (1) year evaluation at each step.

	PSO – Trainee	PSO – 1	PSO – 2
01/01/2017 2.0%	\$24,212.88	\$33,639.23	\$36,318.78

General Notes (Trainee)

- PSO-Trainee is a new hire employee with no certifications.
- PSO-1 is an employee with either fire or police certification completed.
- PSO-2 is an employee with both fire and police certifications completed, but who has not yet completed his field training.
- With approval of the Chief of Public Safety and the UNION, a trainee with over two (2) years' experience and only one certification may start at the PSO-2 pay level.

General Notes

- Movement between steps is based on one (1) year at the previous step and obtaining a satisfactory one (1) year evaluation at each step.
- Public Safety Officer –Trainees will not be used to displace any existing employees.
- The hourly wage rate will be determined by dividing the above annual base salaries by 2,184 hours.

APPENDIX A-2

PSO TRAINEES

- A. The Public Safety Officer Trainee will not be used to displace any Bargaining Unit employees. A PSO Trainee is an individual who at the time of selection by the City for training to become a PSO has neither police nor fire certification in the State of Michigan.
- B. The Trainee's date of hire will serve only as CITY seniority. The actual Bargaining Unit seniority date for the employee will be the date sworn as a PSO-1.
- C. PSO Trainees will only receive health insurance benefits.
- D. While attending the required police and fire academy, the Trainee will work up to a fifty (50) hour work schedule, not inclusive of travel time for attending police/fire academy training.
- E. The CITY will provide a vehicle for travel to and from the academy, or pay mileage per CITY policy. There will be no payment for travel time.
- F. If an employee chooses to resign their position within 30 months from their date of hire, that employee shall reimburse the CITY for all training costs directly related to the academy tuition expended by the CITY according to the schedule contained in Article XV, Section 2. E. Said employee shall sign an authorization form for recovery of all such costs.
- G. Eligibility for longevity benefits shall be in compliance with Article XII. Section 1 and based on the date of hire and having completed a minimum of five (5) years of continuous service with the CITY, commencing on the date of hire.

APPENDIX B-1

PROMOTION TO SERGEANT RANK

The following procedure will be used by the City to establish a Promotional Eligibility List. The list will last for a period of two (2) years, or until only two (2) qualified candidates are left on the list, whichever comes first. When the list expires, or the two (2) year period elapses, the process will then begin again.

Eligibility. Any Public Safety Officer who is cross-trained and working as a Public Safety Officer with three (3) years' experience with the Albion Department of Public Safety of which at least two (2) years is road patrol, at the time of the test, is eligible to take the test.

A. Candidates must take a written examination in order to evaluate the candidate's knowledge of basic Public Safety Procedures and ability to follow written directions as well as analyze problem solutions.

B. Upon completion of the written examination, all candidates are eligible to participate in an oral interview. The interview panel will consist of three area law enforcement official, one citizen appointed by the Chief and the Chief or his designee. Upon completion of all interviews, the panel will rank all candidates and only the top five individuals remain on the qualified list.

C. The Chief can then select for promotion anyone from the top three, using the Rule of Three. When one of the top three is promoted, the number four is moved up to number three position and number five is moved up to number four position, etc.

D. If fewer than three (3) candidates apply for and are eligible for promotion to the rank of Sergeant under the above procedure, then the Chief may, at his option, reopen the process for Bargaining Unit members to qualify for the Promotional Eligibility List.

APPENDIX B-2

APPOINTMENT TO INVESTIGATOR

An officer will be eligible to be considered for assignment to the Investigative Bureau after completion of two years with the department. Assignment to the Investigative Bureau who is cross-trained and working as a PSO with two (2) years' law enforcement experience with ADPS. They must submit a letter of interest outlining qualifications, coupled with an interview by a panel consisting of one ADPS official, Sergeant or higher, an area detective and another member of area law enforcement -- who make a recommendation to the ADPS Chief. Assignment will be made by the Chief for a period of three (3) years subject to satisfactory performance; however, it may be extended for additional time at the Chief's discretion, for a total period not to exceed six (6) years.

The investigative bureau officer shall receive five hundred-fifty (\$600) dollars annually as a clothing maintenance allowance, payable in semi-annual payments to employees employed during the entire six (6) month period preceding July 1 and January 1. This clothing maintenance allowance replaces the cleaning allowance previously received.

APPENDIX C
MEDICAL INSURANCE – SUBSTANTIVE PROVISIONS

1. Simply Blue – Substantive Provisions (See Article XII, Section 3.A)
 - a. \$2,000/\$4,000 deductible
 - b. Stop loss - \$1,000/\$2,000
 - c. Prescription Drug Co-pa - \$20 generic/\$60 brand name/50%-\$80-\$100 after deductible
 - d. Blue Cross dental plan – 75/75/50/50, \$800 annual max; ortho \$800 lifetime
 - e. Blue Cross vision plan

APPENDIX D
UNIFORMS AND EQUIPMENT

1. The following items of uniform clothing will be furnished by the Department:

Hat, dress	Rain coat
Jacket, light weight	Shirts, long sleeve (3)
Jacket, winter	Shirts, short sleeve (3)
Necktie (2)	Trousers (3)

2. The following items of uniform accessories will be furnished by the Department:

Badge, shooting	Chain, whistle
Badge, breast	Holster
Badge, cap	Pouch, ammunition clip
Bar, name	Whistle
Bar, tie	Key strap/clip
Belt, gun	Case/handcuff
Baton ring	

3. The following items of equipment will be furnished by the Department:

Mask, gas	Locker, personal
Flashlight, available	Semi-automatic
Keys, department	Stick, riot
Handcuffs	Stick, night
Keys, handcuff	Helmet, riot
Patches (shirts & jackets)	

4. The following firefighting uniforms will be provided by the Department:

Pants, bunker	Boots
Coat, bunker	Nomex style hood (optional)
Helmet	Suspenders
Gloves	Face shield

APPENDIX E

WORK SCHEDULES

The following work schedules are currently being used within the Public Safety Department. These work schedules can be changed by the CITY to meet the needs of the Public Safety Department. Prior to implementation of any change in the existing schedules, the Chief shall schedule a special meeting to discuss the proposed changes. Said meeting shall be held at least two (2) weeks in advance of any proposed change in the work or shift schedule.

- A. 8-Hour work schedule begins 12:01 a.m. Sunday and ends at 12:00 midnights the following Saturday.
- B. 12-Hour work schedule begins at 7:00 a.m. on Sunday and ends at 6:59 a.m. the following Sunday.
- C. 12-Hour work schedule begins at 2:00 p.m. on Sunday and ends at 1:59 p.m. the following Sunday.

Employees in all work schedules work eighty-four (84) hours in the normal two-week pay period. The pay begins with the start time of the specific schedule being worked.

APPENDIX F DRUG TESTING POLICY

I. PURPOSE

The City of Albion and the Police Officers Association of Michigan (POAM) have established a drug program covering all members of the Union. The intent of this program is to establish and maintain a drug free work place.

II. POLICY

It is the policy of this department that the critical mission of Public Safety justifies maintenance of a drug-free work environment through the use of an employee drug testing program.

The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties.

Sufficient evidence exists to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance

When Public Safety employees use illegal drugs, the integrity of the Public Safety Department is compromised. Public confidence in the department is destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free Public Safety Department, this department hereby implements a drug testing program to detect prohibited drug use by all Union members.

III. DEFINITIONS

- A. Public Safety Officer – Those sworn officers who have been vested with both law enforcement and firefighting duties and responsibilities.
- B. Drug Test – The compulsory production and submission of a urine specimen by an employee in accordance with departmental procedures, for chemical analysis to detect prohibited drug usage
- C. Reasonable Suspicion – That quantity of proof or evidence that is more than a hunch, but less than probable cause which is held by the Chief of Public Safety and at least one other command officer. Reasonable suspicion must be based on specific, objective facts and any rationally derived inference from those facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.
- D. Probationary Employee – For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the department as defined under Article VIII, section 8.2 of the POAM bargaining agreement.
- E. MRO – Medical Review Officer – The medical review officer is a licensed physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his medical history and any other relevant biomedical information.
- F. Probable Cause – That amount of facts and circumstances with the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee had committed or was committing an offense contrary to this drug policy.

IV. PROCEDURES/RULES

A. Prohibited Activity

The following rules shall apply to all applicants, probationary employees and regular employees of the Albion Department of Public Safety while on and off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
4. Any employee who violates this drug testing policy, or when a Medical Review Officer determines that the employee's drug test was positive, shall be immediately suspended with pay pending verification of the drug policy violation. Upon verification of the drug policy in violation, said employee will be immediately discharged.
5. Any city employee who refuses to take a drug test will be immediately discharged.

B. Applicant Drug Testing

1. Applicants for the position of Public Safety Officer/Dispatcher shall be required to take a drug test as a condition of employment.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test; or
 - b. A confirmed positive drug test.

C. Probationary Employee Drug Testing

All probationary employees shall be required as a condition of employment to participate in any unannounced drug test scheduled during

their probationary period. The frequency and timing of such tests shall be determined by the Chief or his designee.

D. Employee Drug Testing

1. Upon implementation of this policy all employees will be required to take a drug test as a condition of continued employment, thereafter, drug testing shall proceed as provided below:
2. The CITY and UNION have agreed to a policy under which each employee of the Albion Department of Public Safety will be subject to an unannounced urine drug test on a random basis or whenever the CITY has reasonable suspicion/probable cause. The Chief shall provide some rational explanation in writing to support his decision as to why they believe the employee should be tested.
3. All of the calendar dates of each quarter will be placed in separate containers. The Chief, or his designee, will draw a date from each container in the presence of a union representative. After the Chief has recorded the date, he will ask the union representative to place the dates in an envelope and initial the item as evidence. The dates will remain unannounced to everyone except the Chief of Public Safety to insure randomness. After the fourth quarter test, the envelope will be unsealed by a union representative to verify the dates chosen were correct.
4. On test day, everyone working will provide a urine sample starting at 07:00 hours and running continuously until all are tested. No one may be tested form than twice in a row or three times in one calendar year. The Detective Bureau will be considered A/C – all other staff B/D.
5. Upon reasonable suspicion/probable cause, the Chief shall request that an employee submit to a drug test.
6. Any employee who is chosen for a drug test or who tests positive shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

7. A drug test shall be considered as a condition of acceptance to the RAID or SWET and also when they leave the team. The Chief of Public Safety will maintain a current list of those individuals serving on the RAID team and SWET.
8. A Public Safety employee shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy only if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug dependency problem prior to being advised that they are to submit to a drug test.

E. Penalty

Violation of any provision of this drug testing policy shall be grounds for immediate suspension with pay pending verification of the drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged. The discharge is subject to review in accordance with the grievance procedure of the collective bargaining agreement.

F. Rehabilitation Program

1. Under this program, any Public Safety employee may volunteer to enter a drug education/rehabilitation program after admitting to a drug dependency problem in writing and before being notified that he will be tested.
2. This program will require the individual's enrollment in a CITY approved/supervised in-patient treatment facility, followed by participation in a CITY approved/supervised out-patient treatment program as directed by the CITY.
3. Participants in the rehabilitation/treatment program will be subject to unannounced periodic testing for drugs for a period of three (3) years. A participant who fails any drug test or who uses any controlled substance again, except under doctor prescription, shall be immediately suspended with pay pending verification of the drug

policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged.

4. An employee's failure to fully participate in and/or successfully complete the rehabilitation and follow-up program will result in immediate dismissal from CITY employment.
5. The drug education program and in-patient treatment referred to in this section shall be paid for by the employee, subject to the City provided insurance program.
6. Employees will be allowed to use accrued sick leave, vacation and compensatory time benefits until such time as the Chief of Public Safety determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. The Chief will make a decision within 10 calendar days with regard to the employee's work status upon receipt of all appropriate medical records and evaluations. Successful completion of the prescribed treatment program and certification by a physician, designated by the City, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of medical records to the Chief of Public Safety relative to his treatment.

G. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require picture identification from each employee to be tested before they enter the testing area.
3. A pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent usage of any prescription or non-prescription drugs, or any indirect exposure to

- drugs. All medical information shall be given to the laboratory testing personnel.
4. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample and document that it is the employee's sample and it is free of any foreign substance.
 5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than two hours to give a sample, during which time he shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
 6. The urine specimen will be collected as a "split" sample, that is, collected as one and immediately poured off into two (2) separate specimen bottle/containers "A" and "B" by the collector in the presence of the donor. Bottle "A" should contain at least 30 ml; bottle "B" should contain as least 15 ml. Each bottle will then be sealed with the seals provided on the Custody & Control Form (CCF). Each seal is to bear the same ID number which matches the ID number on the CCF. Both specimens are to be submitted to the laboratory. Any specimen found "presumptively positive" by the initial screening process will automatically undergo confirmatory testing by GC/MS for the analyte/s indicated to be "presumptive positive". Sample "A" will be used for the confirmation testing. Sample "B" will be kept at the testing laboratory along with "A" until discarded with the originally tested specimen (i.e. 7 days in the

case of a "negative" screen analysis); or FROZEN for a minimum of 12 months along with the originally tested specimen (in all cases of "confirmed positive" analyses.) If a "retest" is requested for any reason, the originally sealed "B" specimen is to be sent to another certified laboratory for appropriate analysis. The employee must request the second drug test (retest) within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician and checked against the identity of the employee to ensure the results matched the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, he shall be immediately suspended with pay from duty pending verification of the drug policy violation. Upon verification of the drug policy violation, said employee will be immediately discharged.

H. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening test
 - b. Confirmation test
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "presumptive positive". Notification of test results to the Chief shall be held until the confirmation tests results are obtained and verified by the MRO.

3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse, including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

	(ng/ml)
Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	2000
Phencyclidine	25
Amphetamines	1000
Barbiturates	300

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	2000
Codeine	2000
Phencyclidine	25
Amphetamine	500
Methamphetamine	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoylcegonine	
Barbiturates	200

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and proficiency in urinalysis.
7. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file.
8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be immediately suspended from duty with pay pending verification of said offense. Upon verification of said offenses the employee will be immediately discharged.

I. Chain of Evidence – Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. When a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute

arises, the specimens will be stored until all legal disputes are settled.

J. Drug Test Results

1. All records pertaining to department-required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, the City Administration may use said records as necessary to defend itself in any legal or administrative action.

K. Procedures for Implementation of the Last Chance Agreement

1. An employee shall only be offered the Last Chance Agreement if they voluntarily admit to the appropriate departmental official, in writing, that they have a drug dependency problem prior to being advised that they have been selected to submit to a drug test.
2. A standard letter of conditions for continued employment (Last Chance Agreement) must be signed by Department and employee (see attached form).
3. Employee must attend the employee assistance program and/or an authorized rehabilitation source.
4. Employee must sign a form releasing any and all information requested by the Chief relative to medical/psychological records involved with his treatment.
5. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. Employee must pass a medical examination administered by a medical facility designated by the Chief of Public Safety before returning to duty. The examination shall screen for drug use, mental and physical impact of the prior drug usage.

7. Employee may be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the employee must submit to periodic urinalysis on a timetable as may be determined by the Chief of Public Safety.
9. The employee shall be subject to the terms of this program for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
11. Employee must be advised that the employee is not obligated to sign the Agreement and be advised he has the right to seek the counsel of his legal and/or labor representative.

APPENDIX G

CITY OF ALBION LAST CHANGE AGREEMENT

RE: _____

WHEREAS, the above referenced individual (hereafter "Employee") has, in writing, admitted to having a drug dependency problem; and

WHEREAS, the City of Albion Department of Public Safety (hereafter "ADPS") will conditionally reinstate Employee to the position of _____, provided the Employee is able to fully perform all of the duties of the classification as determined by the ADPS and subject to the following terms and conditions being met and maintained:

NOW, THEREFORE, it is agreed that:

1. Employee must sign a form releasing all information to the Chief of ADPS or his designee relative to medical or psychological records involved with his treatment.
2. Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an ADPS authorized rehabilitation source.
3. Employee must pass a medical examination administered by a medical facility designated by the Chief of ADPS before being allowed to return to duty. The examination shall screen for drug use and the physical and mental impact of the Employee's prior drug usage.
4. Employee may, at the discretion of ADPS, be allowed to use sick time, vacation and compensatory time and apply for a medical leave of absence, if required, while undergoing rehabilitation.
5. Upon being authorized to return to duty, Employee must submit to periodic drug testing on a timetable as determined by the Chief of ADPS.

6. Upon clearance by the medical facility designated by ADPS, Employee shall be returned to ADPS as an employee.
7. Once returned to duty, Employee will present himself to the ADPS's employee assistance program for evaluation and agree, as well as follow, all directives given by the employee assistance program for a period of at least three (3) years. Employee agrees to sign appropriate forms releasing information relative to medical or psychological records involved with his treatment to the Chief of ADPS or his designee as may be requested. Failure to follow the employee assistance program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow employee assistance program directives.
8. Employee shall submit to drug testing as ordered by the Chief of ADPS. If any such test shows a positive result for the presence of illegal drugs, Employee will be immediately suspended with pay pending verification of the drug policy violation.
9. Employee releases the CITY and UNION from all liability and claims Employee may have had or now has with respect to his employment with the ADPS whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Albion and Employee's collective bargaining agent.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understand all the terms of this Last Chance Agreement. This Last Chance Agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.
12. In the event Employee grieves and attempts to appeal to arbitration his discharge because of the violation of any condition of this Last Chance

Agreement, said grievance shall be barred by release and waiver and an arbitrator shall have no authority to modify the penalty imposed by the ADPS.

Dated this _____ day of _____, 20_____

EMPLOYEE

CHIEF OF ADPS

Resolution #2016-04

Appointment of Kenneth Snyder as City of Albion Representative to the
Calhoun County Consolidated Dispatch Authority
January 1, 2016 – December 31, 2017

Purpose and Finding: The mission of the Calhoun County Consolidated Dispatch Authority (CCFDA) is to provide the residents and visitors of Calhoun County with a timely and accurate communication link to emergency response services. The CCFDA is answers all 9-1-1 and non-emergency calls and efficiently dispatching public safety personnel/agencies within Calhoun County, including the City of Albion

The CCFDA is governed by a Board of Directors, whose membership is comprised of officials appointed from the various municipalities and organizations that the CCFDA services. The nine-member board has the authority to hire an executive director to manage the daily operations of the dispatch center. Previously, the City of Albion appointed Kenneth Snyder as their representative, for the term that expired on December 31, 2015.

Council Member _____ moved, supported by Council Member _____, to approve the following resolution.

RESOLVED, that the City of Albion hereby re-appoints Kenneth Snyder as City of Albion Representative to the Calhoun County Consolidated Dispatch Authority (CCCSA), for the term of January 1, 2016 through December 31, 2017.

I hereby certify that the above resolution was adopted on January 19, 2016, in a regular session of the Albion City Council, and this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, Albion City Clerk

RESOLUTION 2016-05

FY 2016 Budget Amendment #1

The City of Albion adopted the Fiscal Year 2016 budget on a fund basis on December 21, 2015. The City Council has since approved Labor Agreements inclusive of a two (2%) percent salary for eligible employees, effective on January 3, 2016. The State of Michigan Uniform Budgeting Act requires the legislative body to amend the budget when a deviation occurs. Estimated Revenues and Expenditures for each fund requires budget amendments to reflect this change from the adopted budget.

Council member _____ moved, and was supported by Council member _____, to approve the following resolution.

Resolved: The City of Albion hereby amends the revenues and expenditures for Fiscal Year 2016 as reflected in this resolution.

Also Resolved: The City Manager is authorized to exceed any line item or departmental subtotal within any specific department or fund, including both revenues and expenditures, providing that the total end-of-year expenditures for the department or fund at issue does not exceed the revenue appropriation.

I hereby certify that the above resolution was adopted on January 19, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

GL NUMBER	DESCRIPTION	2016		2016
		COUNCIL APPR'D BUDGET	Increase in 2016 Raise Amount of:	Amended Budget
Fund 101 - GENERAL FUND				
101-172	City Mngr - Total Wages & Benefits	58,705	1,179	59,884
101-215	Clerk - Total Wages & Benefits	53,800	1,076	54,876
101-226	Human Resorce - Total Wages & Benefits	26,186	525	26,711
101-260	Finance - Total Wages & Benefits	168,150	3,372	171,522
101-265	Municipal Bldg - Total Wages & Benefits	11,195	226	11,421
101-276	Cemetery - Total Wages & Befenefits	78,765	1,635	80,400
101-345	Public Safety - Total Wages & Benefits	1,092,328	23,347	1,115,675
101-345	Less Reduction in 1 Officer		(34,599)	(34,599)
101-345	Pub Safety - Net Change in Wage & Befefits	1,092,328	(11,252)	1,081,076
101-422	Code Enforcement-Total Wages & Benefits	47,525	951	48,476
101-442	City Maintenance - Total Wages & Benefits	20,730	450	21,180
101-444	Tree Trimming - Total Wages & Benefits	1,515	32	1,547
101-447	Engineering - Total Wages & Benefits	2,865	57	2,922
101-775	Parks - Total Wages & Benefits	85,730	1,750	87,480
101	Total General Fund	1,647,494	0	1,647,494
Fund 202 - MAJOR STREETS FUND				
202	Major Sts, All Depts - Wages & Benefits	145,141	3,034	148,175
202-487-776.00	Major Sts - Materials & Supplies, Dept 487	7,500	(2,000)	5,500
202-488-776.00	Major Sts - Materials & Supplies, Dept 488	5,900	(2,400)	3,500
202-965-999.00	TRANSFER OUT - To Local Streets	135,000	1,366	136,366
202	Total Major Streets	293,541	(0)	293,541
Fund 203 - LOCAL STREETS FUND				
203	Local Sts, All Depts - Wages & Benefits	127,373	2,627	130,000
203-461-802.00	Local Sts - Contractual Services - Dept 461	4,500	(111)	4,389
203-465-776.00	Local Sts - Materials & Supplies - Dept 465	1,650	(650)	1,000
203-467-776.00	Local Sts - Materials & Supplies - Dept 467	1,500	(500)	1,000
203-930-699.00	TRANSFER IN - From Major Streets	(135,000)	(1,366)	(136,366)
203	Total Local Streets	23	0	23
Fund 208 - RECREATION FUND				
208-780	Recreation Dept - Wages & Benefits	72,070	1,441	73,511
208-780-776.00	Rec Dept - Materials & Supplies	6,000	(721)	5,279
208-780-906.00	Rec Dept - Entrance Fees	3,000	(720)	2,280
208	Total Recreation Department	81,070	0	81,070
Fund 226 - SOLID WASTE FUND				
226	Solid Waste, All Depts - Wages & Benefits	67,557	1,420	68,977
226	Net Revenues over Appropriations	25,118	(1,420)	23,698
226	Budgeted Ending Fund Balance	86,746	(1,420)	85,326
Fund 590 - SEWER FUND				
590-536	Sewer Fund - Wages & Benefits	413,900	8,433	422,333
590-536-781.00	Sewer Fund - Maintenance of Pump Equip	13,000	(3,433)	9,567
590-536-802.00	Sewer Fund - Contractual Services	50,000	(3,500)	46,500
590-536-922.00	Sewer Fund - Electricity	110,000	(1,500)	108,500
590-536	Total Sewer Fund	586,900	0	586,900
Fund 591 - WATER FUND				
591-536	Water Fund - Wages & Benefits	252,850	5,257	258,107
591-536-781.00	Water Fund - Maintenance of Pump Equip	25,000	(2,100)	22,900
591-536-801.00	Water Fund - Professional Services	12,000	(2,000)	10,000
591-536-922.00	Water Fund - Electricity	88,500	(1,157)	87,343
591-536	Total Water Fund	378,350	0	378,350
Fund 661 - EQUIPMENT POOL FUND				
661-770	Equipment Fund - Wages & Benefits	49,585	1,007	50,592
661-770-780.00	Equipment Fund - Vehicle & Equip Maint.	60,000	(1,007)	58,993
661-770	Total Equipment Fund	109,585	(0)	109,585

RESOLUTION 2016-06

**Boy Scout Troop #158 Overnight Camping Request
At Victory Park**

Background: Albion Boy Scout Troop #158 is requesting permission to hold an overnight camping event at Victory Park on Saturday, January 30, 2016, in the area near the Band Shell. The intent of the campout will be to allow the Scouts to earn the Polar Bear Award which consists of an overnight winter stay and a one mile hike. The Youth will then participate in the Greater Albion Chamber and Visitor's Bureau's Cardboard Classic on Sunday, January 31, 2016.

Special permission is required for the overnight camping because city ordinances restrict the use of the park after hours, as well as, for the use of a controlled camp fire. The Albion Public Safety Department, Planning Building & Code Enforcement, and Public Services have reviewed the application and have recommended approval of the event.

Council member _____ moved, and was supported by Council member _____, to approve the following resolution.

Resolved: The City of Albion hereby grants authorization to the Albion Boy Scout Troop #158 to hold an overnight camping event on Saturday, January 30, 2016, at Victory Park, in the area near the Band Shell. They are also granted permission to safely utilize a contained and properly controlled camp fire.

I hereby certify that the above resolution was adopted on January 19, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

From: Jim Lenardson

Sent: Tuesday, January 12, 2016 9:18 AM

To: Sheryl Mitchell <smitchell@cityofalbionmi.gov>; andrew.french.albion@gmail.com

Subject: Scout Troop#158, Polar Bear Award Camping

Sheryl and Andrew,

I have been approached by Mr. Dave Huber, Scoutmaster of the Albion Boy Scout Troop # 158 about a one night camping event at Victory Park. The intent of the campout will be to allow the Scouts to earn the Polar Bear Award which consists of an overnight winter stay and a one mile hike as well.

Their hope is to have the event on Saturday January 30th as they intend to take part in the Cardboard Classic the following day as they have done for several years now.

In speaking with Mr. Huber I questioned his thought about a campfire (obvious need) and was informed that they would use cinder blocks to elevate a steel barrel which has been designed to reduce any potential problem.

This morning I also spoke with John Tracy and Chief Kipp about any concerns they might have and the only thing brought to light of significance was security during the night. My guess is that should not be much of an issue given the time of year and weather.

Mr. Huber indicated that they would like to make camp in the front of the amphitheater as it is fairly open and level. I feel that this is probably the best place as it is close to the road for statistical purposes with ample parking.

I don't anticipate a large group because of the season.

I will advise Mr. Huber to stop at City Hall to complete a reservation form as well.

In closing, I would recommend this activity be approved by Council as there are ordinance restrictions as it relates to hours and types of usage of the City Parks. I also feel that this is an opportunity for the City to support a local group that has been active in the community for 100 years.

Respectfully Submitted,

Jim Lenardson

Director of Public Services

City of Albion

517-629-7200

RESOLUTION 2016-07

**Greater Albion Chamber of Commerce and Visitors Bureau
Cardboard Classic Sled Race
Request for Victory Park**

Background: The Greater Albion Chamber of Commerce and Visitor's Bureau's Cardboard Classic has requested permission to hold the 26th Annual Cardboard Classic Sled Race in Victory Park on Sunday, January 31, 2016.

Section 62-6a of the Code of Ordinances provides that "No person shall advertise, promote, sponsor, operate or conduct an assembly attended by more than 100 persons in any city park without the prior permission of the city council. An assembly is deemed to be any event designed to attract the attendance of persons, including but not limited to a concert, show, exhibition, performance, speech, display or other form of entertainment. An assembly is deemed not to include recreation department games and events and events sponsored by the city."

Section 62-7 of the Code of Ordinances provides that "No sound amplification equipment may be used in any city park without the prior permission of the city council. Permission shall be granted in the reasonable discretion of the city council based on whether such sound amplification will be likely to interfere with residents in the area of the park or with the ordinary use of the park by the public. The city council in granting permission may attach such conditions as it deems necessary, including but not limited to the specific location of the equipment, the time of use and the maximum noise level at which such sound amplification equipment may be operated."

Council member _____ moved, and was supported by Council member _____, to approve the following resolution.

Resolved: The City of Albion hereby grants authorization to the Greater Albion Chamber of Commerce and Visitor's Bureau's to host the 26th Annual Cardboard Classic Sled Race in Victory Park on Sunday, January 31, 2016. They are also granted permission to use a sound amplification system during this event.

I hereby certify that the above resolution was adopted on January 19, 2016, in a regular session of the Albion City Council and that this is a true copy of that resolution.

Ayes _____

Nays _____

Absent _____

Jill Domingo, City Clerk

26th Annual

Cardboard Classic Sled Race

Sunday, January 31, 2016

CHECK IN: 12:30 PM

Design judging begins at 1:15 PM

Downhill races begin after judging

(In the event of no snow or if it is raining and the races can not be held, we will still hold the design judging in the pavilion.)

FREE EVENT - but participants must register before 12:30 p.m. on Thursday, January 28.
No last minute entries accepted.

Registration forms and corrugated cardboard available at the Chamber Office, 310 S. Superior St. in Albion, or by calling (517) 629-5533

Categories include:

- Individual (one person per sled) for ages 3 and up
- Scout (one person per sled AND up to 3 riders per sled)
- Groups/Businesses and Organizations (up to 3 riders per sled)

**BAY CORRUGATED CONTAINER
CHALLENGES BUSINESSES TO COMPETE
WITH THE CORPORATE CHALLENGE!**

The Sled Rules:
Sleds must be made entirely of cardboard. Glue and tape may be used to hold the sleds together, but no wood, plastic, hardware, string or staples may be

Sponsored by:

GREATER ALBION
Chamber of Commerce & Visitors Bureau

From: John Tracy
Sent: Tuesday, January 12, 2016 4:03 PM
To: Sheryl Mitchell <smitchell@cityofalbionmi.gov>
Subject:

Update on 600 block of Austin Avenue.

As of January 2016, the property owners of 612 Austin Avenue have been steadily making corrections to their commercial structure. As per 608 Austin Avenue and 610 Austin Avenue, the cooperation the city previously had with the property owners has deteriorated, do either to lack of funds or other reasons. At this point the city is having to move forward through the legal system for abatement of violations at 608 Austin Avenue and 610 Austin Avenue.

John Tracy
Director of Planning, Building, Code Enforcement
City of Albion
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Albion, Michigan 49224
Office: 517-629-7189
Fax: 517-629-7454
jtracy@cityofalbionmi.gov



CITY OF ALBION
Office of the City Manager
Sheryl L. Mitchell

112 West Cass Street ♦ Albion, MI 49224
517.629.7172 ♦ smitchell@cityofalbionmi.gov

MEMO

TO: Honorable Mayor and City Council
FR: Sheryl L. Mitchell, City Manager
DA: January 19, 2016
RE: Agenda Items

IX. A. Request Approval Two Year Labor Agreement / Contract (2016-2017) for AFSCME Union

This is the Labor agreement with AFSCME, which represents the employees in the Department of Public Services. The contract will be from January 2016 through September 30, 2017, and provides for a 2% increase each year. The contract has been ratified by the union members and is before council for final approval.

IX. B. Request Approval Two Year Labor Agreement / Contract (2016-2017) for TPOAM/ACA (Clerical –Finance Dept.)

This is the actual Labor Agreement with TPOAM/ACA, which represents the employees in the Finance Department. The contract will be from January 2016 through September 30, 2017, with reclassifications and step increases as identified in the Tentative Agreement.

IX. C. Request Approval Two Year Labor Agreement / Contract (2016-2017) for POAM Union (Public Safety)

This is the Labor agreement with POAM, which represents the non-command officers in the Department of Public Safety. The contract will be from January 2016 through September 30, 2017, and provides for a 2% increase each year. The contract has been ratified by the union members and is before council for final approval.

IX. D. Request Approval Resolution #2016-04, To Appoint Kenneth Snyder as City of Albion Representative to the Calhoun County Consolidated Dispatch Authority, January 1, 2016-December 31, 2017

The City of Albion participates in the Calhoun County Consolidated Dispatch Authority (CCDA) for 911 and non-emergency dispatch services. The CCDA is governed by a 9 member board. The term of Kenneth Snyder expired on December 31, 2015. The consideration is to re-appoint Mr. Snyder for a 2-year term ending December 31, 2017.

IX. E. Request Approval Resolution #2016-05, FY 2016 Budget Amendment

The Council adopted the 2016 Budget on December 21, 2015. Subsequently, the Labor Agreement provides for a 2% salary increase for eligible employees, requiring a budget amendment within each of the funds. Council is requested to adopt the budget amendments.

IX. F. Request Approval Resolution #2016-06, Boy Scout Troop #158 Overnight Camping Request

Albion Boy Scout Troop #158 is requesting permission to hold an overnight camping event at Victory Park on Saturday, January 30, 2016, in the area near the Band Shell. The intent of the campout will be to allow the Scouts to earn the Polar Bear Award, which consists of an overnight winter stay and a one mile hike. The Youth will then participate in the Greater Albion Chamber of Commerce and Visitor's Bureau's Cardboard Classic Sled Race on Sunday, January 31, 2016.

IX. G. Request Approval Resolution #2016-07, Greater Albion Chamber of Commerce and Visitors Bureau Cardboard Classic Sled Race Request for Victory Park

The Greater Albion Chamber of Commerce and Visitor's Bureau has requested permission to hold the 26th Annual Cardboard Classic Sled Race in Victory Park on Sunday, January 31, 2016. Council approval is required for gatherings over 100 people and for use of sound amplification.

IX. H. Discussion – Austin Avenue Update

Council Member Maurice Barnes requested an update on the properties in the 600 block of Austin Avenue. The report from John Tracy, Director of Planning, Building & Code Enforcement indicates that: As of January 2016, the property owners of 612 Austin Avenue have been steadily making corrections to their commercial structure. As per 608 Austin Avenue and 610 Austin Avenue, the owners have not met the terms of the agreements. At this point the city is having to move forward through the legal system for abatement of violations at 608 Austin Avenue and 610 Austin Avenue.

