

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.

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 L. Mitchell
City Manager

The Harkness Law Firm
Atty Cullen Harkness

Jill Domingo
City Clerk

NOTICE FOR PERSONS WITH
HEARING IMPAIRMENTS
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.

AGENDA

COUNCIL MEETING

Monday, April 4, 2016

6:15 P.M.

PLEASE TURN OFF CELL PHONES DURING MEETING

- I. CALL TO ORDER
- II. MOMENT OF SILENCE TO BE OBSERVED
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. EXECUTIVE SESSION - The City Attorney requests an Executive Session under the Open Meetings Act (Section 15.268 (e), P.A. 267 of 1976, as amended) to consult with the City Attorney regarding trial or settlement strategy in connection with specific pending litigation.
- VI. MAYOR AND COUNCIL MEMBER'S COMMENTS
- VII. PRESENTATIONS
 - A. Proclamation-American Legion Children & Youth Month
- VIII. 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.)
- IX. CONSENT CALENDAR (VV)
(Items on Consent Calendar are voted on as one unit)
 - A. Approval Regular Session Minutes - March 21, 2016
 - B. Approval of Study Session Minutes - March 23, 2016
- IX. ITEMS FOR INDIVIDUAL DISCUSSION
 - A. Request Approval of POLC Contract (RCV)



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- B. Request Approval Resolution # 2016-19, A Resolution to Accept Proposal for Sidewalk Construction and to Approve Contract for Sidewalk Construction with R. J. Karasek Company
- C. Request 2nd Reading and Adoption Ordinance # 2016-01, An Ordinance to Amend Section 2-388 Sale of Obsolete Property
- D. Request Approval Resolution #2016-20, M-99 (Superior St) Four to Three Lane Conversion
- E. Request Approval Resolution #2016-21, M-99 (Superior Street) Reconstruction – Closing of Access to Alleys
- F. Request Approval Resolution #2016-22, M-99 (Superior Street) Reconstruction-City of Albion Transportation Alternatives Program Grant Application Request
- G. Request Approval Resolution #2016-23, M-99 (Superior Street) Reconstruction-City of Albion Water Main Replacement
- H. Request Approval Resolution #2016-24, Resolution To Approve Holland Park Grant Application To Enbridge Donation Program Of The Kalamazoo River Community Recreational Foundation Bridge Grant
- 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**

American Legion Children & Youth Month

April 1st – April 30th, 2016

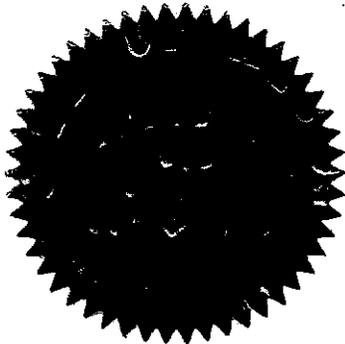
WHEREAS: The American Legion, since its founding in 1919, has devoted much of its talent, effort and resources to improving conditions for our nation's youth; and

WHEREAS: The Americanism, Children & Youth programs of The American Legion provide settings that permit children to realize and to achieve their full potential; and

WHEREAS: Legionnaires have labored unselfishly to achieve their goal through their untiring effort, dedicated leadership and devotion to the overriding principles of these benevolent programs.

NOW, THEREFORE, BE IT RESOLVED, I, Joseph Domingo, Mayor of the City of Albion and the Albion City Council, do hereby proclaim the period of April 1 through April 30 as The American Legion Children & Youth Month, and call to the attention of all citizens the good work of the men and women of The American Legion.

In witness whereof I have hereunto set my hand and caused the seal of this city to be affixed on this fourth day of April, 2016.



Joseph V. Domingo
Joseph V. Domingo, Mayor
01 April 2016
Date

City of Albion
City Council Meeting
March 21, 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; Jim Lenardson, Director of Public Services; Scott Kipp, Public Safety Chief and John Tracy, Director, Planning, Building and Code Enforcement.

V. MAYOR AND COUNCIL MEMBER'S COMMENTS

Comments were received from Council Members Krause and French; Mayor Domingo and City Attorney Harkness.

VI. PRESENTATIONS

A Michael Vought, MDOT/M-99 Proposed Street Repair

Michael Vought stated The Michigan Department of Transportation is planning a 2017 project to reconstruct M-99 (Superior Street) from Ash Street to Vine Street in Albion, including the replacement of the substructure and bricks. The proposed plan is to convert the road from four lanes to three lanes, with a dedicated turn lane - called a "road diet". This proposed configuration offers increased safety by reducing the number of traffic delays and rear-end crashes from left-turns. Permanent markings will be painted on the brick. Phase 1 will be from the Vine Street to Porter Street and will run from May through September. Phase 2 will be from Porter Street to Ash Street and will run from June through November.

The project includes the addition of pedestrian bump-outs at the intersections and replacement of the municipal water main. The public meeting held earlier this evening, offered opportunities for residents and business owners to discuss the project details.

Water Main

The City agrees to pay 10% of the actual construction cost & design costs for replacement of the water main from Ash Street to Vine Street. We intend to replace the main, hydrants, and service leads up to the curb stop box. We will not be replacing service leads to the buildings. The only exception may be the hotel, depending on their construction schedule and needs. The table below shows the estimate cost. Billing will be based on actual costs.

The City agrees to pay the 20% match of the city's portion (parking) of the TAP grant. The table below shows the estimate cost. Billing will be based on actual costs.

Item	Estimate	City Cost (20%)
Brick Pavers	\$48,825	\$9,765
Subbase, CIP	\$10,455	\$2,091
Open-Grade Drainage (course. 6 inch	\$25,180	\$5,036
Concrete Valley Gutter	\$28,720	\$5,744
Concrete Base Course. Nonrcinf, 8 inch	\$78,728	\$5,745
Totals	\$141,908	\$28,382

The detour routes will be Irwin Avenue & Eaton Street for M-99 (Superior Street) detoured traffic and Clark Street, B Drive N, & Eaton Street for I-94BL (Michigan Avenue) detoured traffic.

The City requests that MDOT close access to the following alleys from M-99 (Superior Street):

- Between Cass & Center (west side of M-99)
- Between Porter & Erie (west side of M-99)

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

B. Mariah Phelps, EDC Intern, Redevelopment Ready Community

Mariah Phelps, EDC Intern updated the Council on the Redevelopment Ready Community as follows:

- She is currently handling the Redevelopment Ready Community program.
- The kickoff event for the Redevelopment Ready Community will be held on Monday, March 28th, 2016 from 7:00 p.m. to 8:00 p.m. at the Albion District Library Naomi Lane Room.
- The Michigan Economic Development Corporation will be at the event and will have an evaluation of the process the City has made toward certification of a Redevelopment Ready Community.
- This evaluation will mark the beginning of the implementation process.
- The RRC committee will be holding forums once a month to gain community input.
- They will have bi-weekly to monthly meetings with stakeholders in the community.
- Community engagement is the most important part of the process.

C. Carl Gibson-Calhoun Office of Senior Services

Carl Gibson, Calhoun County Office of Senior Services updated the Council on the following services and events for Seniors:

While all the county services are available to older adults in Albion, the Millage funds a number of services that are clearly identifiable in the Albion area:

- Congregate meals at the Forks Senior Center and home delivered meals in the area
- Van transportation for medical/health appointments at Oaklawn Hospital, often coming from rural areas; will increase for local dialysis services
- Participate in funding the Albion-Marshall Connector Van service
- Dental Services for low income seniors at the Cram Medical Center (Grace Health)
- Forks Senior Center social and educational sessions, health and well ness activity, community support center, and Senior Fitness & Fun site for health screenings and strengthening exercise
- Support for Medicare/Benefits Counseling at FSC
- Community Action site for accessing home heating assistance and minor home repair
- Strong partnership with other community agencies serving seniors: Holland Park development, Area Agency on Aging for more comprehensive services for seniors, etc.

Upcoming Events for Seniors, Families and Caregivers

- The Calhoun County Senior Fair, April 7, 2016 at the Marshall Middle School, 10:00am- 1:30pm
- As part of Older American's Month in May, there is annual Centenarian Lunch, May 24 at noon, honoring senior 99+ years of age, Schuler's Restaurant in Marshall.
- Older Adult Needs Assessment, collaboration of Rgn3B Area Agency on Aging, and Calhoun County Senior Services.
- Calhoun County Fair-August 17 Senior Day: food, fun, frolic

VII. CITIZENS COMMENTS

No comments were received.

VIII. CONSENT CALENDAR (VV) (Items on Consent Calendar are voted on as one unit)

- A. Approval Study Session Minutes-February 29, 2016
- B. Approval Regular Session Minutes, March 7, 2016

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

IX. ITEMS FOR INDIVIDUAL DISCUSSION

- A. Request Approval Resolution # 2016-18, Credit Card Policy (RCV)

Comments were received from Council Member French and City Manager Mitchell.

French moved, Decker supported, CARRIED, To Approve Resolution # 2016-18, Credit Card Policy as presented. (7-0, rcv)

- B. Request Approval to Set Tree Dump Dates (RCV)

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

French moved, Krause supported, CARRIED, to Approve Tree Dump Dates as presented. (7-0, rcv))

- C. Request Approval 1st Reading Ordinance # 2016-01, An Ordinance to Amend Section 2-388 Sale of Obsolete Property (RCV)

City Manager Mitchell stated an administrative policy for the sale of obsolete property will also be coming to the Council for approval.

Additional comments were received from City Attorney Harkness and Mayor Domingo.

French moved, Brown supported, CARRIED, to Approve 1st Reading Ordinance # 2016-01, An Ordinance to Amend Section 2-388 Sale of Obsolete Property as presented. (7-0, rcv)

D. Discussion-Abatements for 600 Block of Austin Avenue

Council Member Barnes stated the following pertaining to Austin Avenue:

- He has been bringing the Austin Avenue corridor to the Council for the past five or six years because he feels it's important as an entrance to the City and should be taken seriously.
- Some progress has been made but it has been slow.
- 608 Austin Avenue is a dangerous building. There are rodents and the building could collapse at any time.
- The 600 block of Austin needs serious enforcement.
- He will continue to work with property owners but feels they have had enough time to do something with the buildings.
- He would like to have a timeline in place of what and when something will be done with these properties.
- He would like Council support in moving forward with this initiative.
- The 600 block of Austin Avenue has two (2) empty lots and four (4) buildings. All four (4) buildings have different owners.

Comments were received from Council Member French and Mayor Domingo.

E. City Manager Report

City Manager Mitchell updated the Council on the following items:

- Received grant with the Calhoun County Land Bank for \$125,000 to demolish properties. This will be for properties along the main corridor of Eaton Street and will be approximately ten (10) or eleven (11) properties. All properties are owned by the Calhoun County Land Bank.
- The City of Albion's website received the "Sunshine Award". City Manager Mitchell thanked the department heads and staff for all their hard work and noted that the City of Albion had the highest grade in all of Calhoun County.
- April 11th – April 30th, Fleis & Vandenbrink will be doing the smoke test. Efforts to get the word out to the community are in place.

- City Hall will be closed Friday, March 25th, 2016 in observance of Good Friday.
- Monday, March 28th, 2016 is the Redevelopment Ready Community kickoff from 7:00 p.m. to 8:00 p.m. at the Albion District Library Naomi Lane Room.
- Tuesday, March 29th, 2016 the Greater Albion Chamber of Commerce & Visitors Bureau is holding their annual meeting at the Duck Lake Country Club. Council Member Lenn Reid is being honored with the Tom Felpausch award.
- Wednesday, March 23rd, 2016 at 5:30 p.m. will be a council study session for the RFP for single refuse hauler.
- The Planning, Building and Code Enforcement office has moved to the old recreation office.
- Looking for a cost effective way to renovate the assessing office.
- The Boy Scouts had a 100 year celebration on Saturday, March 19th, 2016
- The Ministerial Association also had a prayer breakfast on Saturday, March 19th, 2016.
- She will be out of the office on Tuesday, March 22nd, 2016 and the morning of Wednesday, March 23, 2016 for the MML Conference being held in Lansing.

F. Future Agenda Items

- City Attorney Harkness would like an executive session added to the next agenda for pending litigation.
- Council Member French would like the resolution of approval for the MDOT/M-99 Superior Street repair added to the next agenda.

G. Motion to Excuse Absent Council Member (s)

No action was necessary as all members were present.

X. 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.

XI. ADJOURNMENT

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

Mayor Domingo adjourned the Regular Session at 8:06 p.m.

Date

Jill Domingo
City Clerk

City of Albion
Study Session
March 23, 2016

I. CALL TO ORDER

Mayor Domingo opened the study session at 5:30 p.m.

II. ROLL CALL

Maurice Barnes (1), Lenn Reid (2), Rebecca Decker (4) and Mayor Joseph Domingo. Garrett Brown (3) arrived at 5:35, Cheryl Krause (5) arrived at 5:40 p.m. and Andrew French (6) was absent.

STAFF PRESENT:

Sheryl Mitchell, City Manager; Jill Domingo, City Clerk; Cullen Harkness, City Attorney; Jim Lenardson, Director of Public Services; Scott Kipp, Chief of Public Safety and John Tracy, Director Building, Code Enforcement and Planning

III. ITEMS FOR INDIVIDUAL DISCUSSION

A. RFP for Single Refuse Hauler

City Manager Mitchell stated the solid waste fund is being depleted with funds enough to get through one additional season of leaf pickup. A single refuse hauler with yard waste would help the solid waste fund. She would like Council's feedback on what they would like the RFP to contain for a single refuse hauler.

The Council had the following questions and concerns regarding a single refuse hauler:

Level of Service:

- Should the RFP be for trash only, trash and recycling or trash, recycling and yard waste?
- If the City choose to go to a single waste hauler with recycling, how would this affect our current recycling center? Would the City then be paying two organizations for the same service?
- How will items be handled for recycling? What types of items will be recyclable?
- The City currently has a contract with the County for four more years for the recycling center.
- Concern for balancing what people can afford.
- Would like to see the community take care of leaves themselves.

- Residents like the convenience of having the leaves picked up.
- Service will be for residential customers only.
- Single refuse hauler will require a change in behavior as residents will be required to place yard waste in plastic bags or a container.
- The solid waste fund can only be charged for trees once it is on the ground.
- Would eliminate blight and illegal dumping in the City.
- Four key points of changing to a single refuse hauler are:
 1. Lowering prices for residents
 2. Offering an additional service for yard waste
 3. Help with code enforcement
 4. Help the solid waste fund with leaf pickup
- All residents will not be pleased with a single refuse hauler program
- What would be the cost difference for curb side versus door service?
- Would there be a discount for senior citizens?
- Council would like to see the annual clean up in the RFP.

Yard Waste Collection Cycle:

- Should the yard waste be Weekly? Bi-weekly? Monthly?
- Council would like Director of Public Services Lenardson to check with refuse haulers to see if there is a seasonal schedule for yard waste.

Billing:

- Would the Council prefer vendor billing directly or the City to bill residents for refuse service? What is the preferred billing cycle-monthly or quarterly?
- If the refuse hauler billed direct, how would the enforcement be handled?
- If the City handled the billing, would they be willing to add an additional employee to take on the extra work of the billing?
- What will happen if the resident does not pay for their garbage service?
- Is it possible to add an administrative cost onto the refuse bill to cover a part time employee to do the billing?
- Council would like pricing for a 1, 2, and 3 year contract. The City Attorney advised the City have an "out" in the contract.
- An ordinance amendment will need to be done to incorporate for a single refuse hauler.

The consensus of the Council for the RFP is as follows:

1. Pricing for trash only and also for trash, yard waste and recycling.
2. Pricing for a 1, 2, and 3 year contract
3. Pricing for weekly trash pickup and bi-weekly yard waste.
4. Would like Director Lenardson to obtain "seasonal" pricing from refuse haulers for yard waste.
5. Would like pricing for annual city wide cleanup.

Comments were received from Council Members Krause, Barnes, Decker and Reid; Chief Kipp, Director of Public Services Lenardson; Director of Planning, Building & Code Enforcement Tracy; City Manager Mitchell; City Attorney Harkness and Mayor Domingo.

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

Comments were received from Eric Tobin, 409 W. Ash St, who inquired as to whether the Council had considered doing the city clean-up twice per year and also expressed concern of having the Finance Department handling the single refuse hauler billing; Jay Loomis, 408 W. Ash Street stated he appreciated Turner Sanitation as a local refuse hauler and doesn't feel large corporations will save Albion. He also asked if the City were to go to a single refuse hauler, what would happen if a resident needed more than one garbage can and also how will the fuel charge work?; Director of Public Services Lenardson asked for a start date for the RFP if the Council choose to go with a single hauler; Mayor Domingo responded the start date should be April, 2017 and City Manager Mitchell asked Council to return the single hauler surveys.

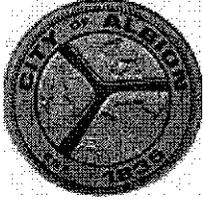
V. ADJOURNMENT

Barnes moved, Brown supported, CARRIED, to ADJOURN Study Session. (6-0, vv).

Mayor Domingo adjourned the Study Session at 6:40 p.m.

Date

Jill Domingo
City Clerk



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: April 4, 2016

RE: Agenda Items

IX. A. Request Approval of POLC Contract

Approval of the contract with the Police Officers Labor Council (2016), effective from January 1, 2016 through September 30, 2017. Provides for a 2% increase in 2016 and 2017.

IX. B. Request Approval Resolution #2016-19, A Resolution to Accept Proposal for Sidewalk Construction and to Approve Contract for Sidewalk Construction with R.J. Karasek Company

Requesting approval for the 2016 Sidewalk Replacement Program and awarding the contract to R.J. Karasek Company for the sum of \$101,940.00

IX. C. Request 2nd Reading and Adoption Ordinance #2016-01. An Ordinance to Amend Section 2-388 Sale of Obsolete Property

The ordinance provides an update to the City's procedure for the sale of obsolete or unusable personal property that is owned by the City. Establishes that City Employees will be given the first opportunity to bid on the property. City Manager is drafting a policy to address the internal process.

IX. D. Request Approval Resolution #2016-20, M-99 (Superior St) Four to Three Lane Conversion

The resolution supports the recommendation of MDOT to convert M-99 (Superior Street) from its existing 4 lane configuration to 3 lanes, with a dedicated turn lane, as part of the \$4 million 2017 reconstruction project. A public open house was held on March 21, 2016 to discuss the project.

IX. E. Request Approval Resolution #2016-21, M-99 (Superior Street) Reconstruction-Closing of Access to Alleys

As part of the 2017 M-99 / Superior Street Reconstruction project, the City has requested MDOT to close access to the alleys located (1) between Cass & Center (west side of M-99) and between Porter and Eric (west side of M-99). This will allow these areas to become pedestrian paths between the parking lots that are located behind the buildings.

IX. F. Request Approval Resolution #2016-22, M-99 (Superior Street) Reconstruction – City of Albion Transportation Alternatives Program Grant Application Request

As part of the 2017 M-99 / Superior Street Reconstruction Project, the City of Albion is responsible for the parking lanes. The award of the TAP grant reduces the local match to 20% (\$23,347).

IX. G. Request Approval Resolution #2016-23, M-99 (Superior Street) Reconstruction – City of Albion Water Main Replacement

As part of the 2017 M-99 / Superior Street Reconstruction Project, the City of Albion will be replacing the water main within the project limits. The total cost is \$462,000 and the City has a 10% match of \$46,200.

IX. H. Request Approval Resolution #2016-24, Resolution to Approve Holland Park Grant Application to Enbridge Donation Program of the Kalamazoo River Community Recreational Foundation Bridge Grant

The resolution authorizes the grant application to the Enbridge Donation Program for Holland Park improvements: resurface/lights/spectator benches; restroom upgrades; and Kalamazoo River Cleanup.

AGREEMENT

BETWEEN

CITY OF ALBION, MICHIGAN

AND

THE POLICE OFFICERS LABOR COUNCIL

SUPERVISORY UNIT

Effective January 1, 2016

Through September 30, 2017

TABLE OF CONTENTS

ARTICLE 1		
	PURPOSE AND INTENT	5
ARTICLE 2		
	UNION RIGHTS	
	Section 1. Recognition	6
	Section 2. Exclusive Bargaining	6
	Section 3. Union Security	6
	Section 4. Dues Check Off	7
	Section 5. Union Activity	8
	Section 6. Union Committee	8
	Section 7. Bulletin Boards	9
ARTICLE 3		
	MANAGEMENT RIGHTS	
	Section 1. Recognition	9
	Section 2. Rules, Regulations & General Orders	10
	Section 3. Management Prerogatives	10
	Section 4. Management Operations	10
ARTICLE 4		
	NO STRIKE CLAUSE	10
ARTICLE 5		
	GRIEVANCE PROCEDURE	
	Section 1. Definitions	11
	Section 2. Verbal Procedure	11
	Section 3. Written Procedure	12
	Section 4. Grievance Procedure - General	13
ARTICLE 6		
	DISCIPLINE DISCHARGE	
	Section 1. City Rights	14
	Section 2. Just Cause	14
	Section 3. Grievance Rights	15
	Section 4. Reinstatement	16
	Section 5. Personnel File	16
	Section 6. Union Representation	16
	Section 7. Confidential Information	16
ARTICLE 7		
	SENIORITY	
	Section 1. Seniority Defined	16
	Section 2. Seniority List	17

Section 3. Loss of Seniority.....	17
ARTICLE 8	
LAYOFF AND RECALL	
Section 1. Layoff.....	18
Section 2. Recall	18
ARTICLE 9	
PROMOTION AND ASSIGNMENT	
Section 1. New Jobs and Classification Modifications.....	19
Section 2. Promotion to Higher Rank.....	19
Section 3. Temporary Job Assignment.....	20
ARTICLE 10	
HOURS & WORK SCHEDULE	
Section 1. The Regular Work Week	20
Section 2. Break Periods	22
Section 3. Overtime	22
Section 4. Light Duty	25
Section 5. Physical Fitness Activity Break Period.....	25
ARTICLE 11	
WAGES	
Section 1. Wages.....	26
Section 2. Pay Period	26
ARTICLE 12	
FRINGE BENEFITS	
Section 1. Longevity Benefit	26
Section 2. Retirement.....	27
Section 3. Medical Insurance.....	31
Section 4. Life Insurance	31
Section 5. Workers' Compensation.....	32
Section 6. Liability Insurance	34
Section 7. Op-Out of Medical Insurance	34
Section 8. Tuition Reimbursement	35
Section 9. Clothing Allowance	35
Section 10. Educational Incentive.....	35
ARTICLE 13	
LEAVE TIME	
Section 1. Holiday Pay.....	36
Section 2. Vacation Pay	37
Section 3. Military Service Leave.....	39
Section 4. Jury Duty.....	39
Section 5. Personal Business Leave.....	39
Section 6. Union Business Leave.....	40
Section 7. Time-off Pay Increment.....	40
Section 8. Sick Time with Pay.....	41

Section 9. Bereavement Time, With Pay	43
Section 10. Disability Leave.....	43
Section 11. Birthday Paid Day Off.....	44
ARTICLE 14	
RESIDENCY	44
ARTICLE 15	
MISCELLANEOUS	
Section 1. Addresses and Telephone Numbers of	
Employees.....	46
Section 2. Training and Certification.....	47
Section 3. Medical Tests and Requirements	48
Section 4. Outside Activity	48
Section 5. Special Meetings.....	48
Section 6. Effective Agreement	49
Section 7. Separability	49
ARTICLE 16	
DURATION OF AGREEMENT	49
APPENDIX A	
WAGE PLAN	51
APPENDIX B	
PROMOTION TO LIEUTENANT	52
APPENDIX C	
MEDICAL INSURANCE - SUBSTANTIVE PROVISIONS	53
APPENDIX D	
UNIFORMS AND EQUIPMENT	54
APPENDIX E	
WORK SCHEDULES	55
APPENDIX F	
DRUG TESTING POLICY	56
APPENDIX G	
LAST CHANCE AGREEMENT	65

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 LABOR COUNCIL – SUPERVISORY UNIT, hereinafter referred to, individually or collectively, as the UNION, is effective January 1, 2016 through September 30, 2017.

GENDER NEUTRALITY

All references within this document 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 1

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 UNION agree that for the duration of this Agreement neither shall discriminate against any employee because of race, color, creed, age, sex, handicap, nationality, political beliefs or union activities.

ARTICLE 2
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 Sergeants and Lieutenants in the Albion Department of Public Safety.

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. Employees covered by this Agreement at the time it becomes effective and who are members of the UNION at that time shall be required, as a condition of continued employment, to pay a representation fee, the amount to be determined by the UNION for the duration of this Agreement in compliance with State and federal laws.

A. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of

continued employment, to pay a service charge for representation, a sum to be determined by the UNION in compliance with State and federal laws, on or before the thirtieth (30th) day following the beginning of their employment in the unit for the duration of this Agreement.

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 thirty (30) days in arrears in payment of a sum determined by the UNION, in accordance with State and federal law, to be their fair share for representation. The CITY shall be notified in writing by the UNION of any employees in the bargaining unit that are represented by the UNION who are thirty (30) days in arrears in payment of the service charge for representation.

C. Employees who fail to comply with this requirement shall be discharged by the CITY within thirty (30) calendar days after receipt of written notice to the CITY from the UNION, unless the CITY is otherwise notified by the UNION in writing within said thirty (30) calendar days.

Section 4. Dues Check-Off. The CITY agrees to deduct the monthly UNION dues or the representation fee from the pay of employees subject to the following:

A. The UNION shall obtain from the employee a completed check-off authorization form, which shall conform, to the respective State and federal laws concerning that subject, or any interpretation made thereof. The CITY Treasurer may return an incomplete or incorrectly completed form to the UNION Treasurer and no check-off shall be made until such deficiency is corrected.

B. The CITY shall check off only obligations which become due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation, and will not be responsible to employee if he has duplicated a check-off deduction by direct payment to the UNION.

C. The CITY's remittance will be deemed correct if the UNION does not give notice, in writing, to the CITY Treasurer within two (2) weeks after a remittance is sent on its belief, with reasons stated therefore, that the remittance is incorrect.

D. Any employee may terminate his check-off authorization by written notice to the CITY Treasurer.

E. The UNION shall provide at least thirty (30) days written notice to the CITY Treasurer of the amount of UNION dues and/or representation fee to be deducted from the wage of employees in accordance with this section. Any change in the amount determined will be provided to the CITY Treasurer at least thirty (30) days prior to its implementation. Said change to be made only by proper written notice from the UNION and shall not be made more than once a calendar year.

F. 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. A representative from the State Labor Council, or his designee, may consult with employees in assembly areas before the start of each shift (including any briefing period) or after the end thereof. Before entering the assembly area, permission must be given by the Chief or his designee. Such permission shall not be unreasonably denied.

Section 6. UNION Committee.

A. The CITY agrees to recognize a UNION Committee consisting of not more than four (4) individuals. The UNION Committee shall be composed of three (3) members of the UNION who are a part of the bargaining unit, and one (1) representative from the State Labor Council, or his designee. The CITY agrees to meet with two (2) representatives of the bargaining unit for the purpose of collective bargaining and for the purpose of processing grievances as set forth in this

Agreement. Employees engaged in such meeting shall suffer no loss of pay for time necessarily lost from their regularly scheduled working hours, provided that requests for time off to attend such meetings has been approved by the CITY. Such requests shall not unreasonably be denied, but both the CITY and the UNION agree to work toward the goal of scheduling meetings at a date and time which minimize the loss of manpower to the Department of Public Safety.

B. Employees within the bargaining unit may be represented by a UNION representative for each patrol work shift. The UNION shall furnish the CITY with a list of the representative's names and their assigned areas and shall keep the list current at all times. Alternate representatives may be appointed by the local UNION President to serve in the absence of the regular representatives. When requested by an employee, a UNION representative may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He may be allowed reasonable time therefore during working hours without loss of pay, upon notification and prior approval of the Chief or his designee and such approval shall not be unreasonably denied. Paid time of over four (4) hours for investigating a grievance must be pre-approved by the City Manager or his designee.

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 3

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 his designated representatives when so delegated by the City Manager.

ARTICLE 4

NO STRIKE CLAUSE

During the life of this Agreement, the UNION shall not cause, authorize, sanction or condone, or 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, restriction of work, or interference with the operations of the CITY of any kind for any reason, including a labor dispute between the CITY and any other labor organization. The UNION shall not cause, authorize, sanction or condone, nor shall any member of the UNION take part in, any picketing of the CITY's buildings, offices, or premises because of a labor dispute with the CITY.

The UNION agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, slow-downs, work stoppages, curtailment of work, concerted use of paid leave time, 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 action shall not be subject to the Grievance Procedure provision of this Agreement, except that the Grievance Procedure shall be available to such employees only to contend that they had not participated or engaged in such prohibited conduct.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Definitions.

A. Grievance - A grievance shall be defined as an alleged violation regarding the meaning, interpretation or application of a specific Article and Section of this Agreement.

B. Working Day - the reference to "working days" in this agreement shall be defined as Monday through Friday, 8 am to 5 pm, excluding holidays.

Section 2. Verbal Procedure. An employee shall first discuss any complaint with his immediate supervisor. In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, or other officers in the chain of command, the matter shall 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, of which both parties shall sign and a copy shall be given to the grievant/union.

Section 3. Written Procedure.

Step One. Within five (5) work days of grievant having knowledge of the occurrence of the event upon which the grievance is based, the grievance must be submitted to the Chief. The grievance shall be dated and signed by the aggrieved employee and the UNION representative and shall set forth the facts, including dates and all provisions of the Agreement alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief, or his designee, receives the written grievance. The Chief shall then answer the grievance, in writing, within five (5) work days after the date of receipt of the written grievance and deliver a copy of the answer to a UNION representative.

Step Two. If the grievance has not been resolved, then within five (5) work days after receipt of the First Step answer, a UNION representative may appeal the grievance to the City Manager, or his designee, by a written request indicating why the First Step answer was unsatisfactory. As soon as possible, but no later than ten (10) work days following receipt of the appeal, the City Manager, or his designee, shall schedule a meeting with the UNION representatives. (The UNION shall have the right to have the representative from the Police Officers Labor Council, or his designee, at such meeting, provided that notice of such desire is given to the City Manager, or his designee, in writing, along with the written request for a Second Step meeting.) The City Manager, or his designee, shall then answer the grievance, in writing, within ten (10) work days from the date of the meeting at which time the grievance was discussed.

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 Michigan Employment Relations Commission (MERC) to submit a panel of

arbitrators from which one may be chosen in accordance with their rules, and such written request is submitted within fifteen (15) working days after receipt of the Step Two answer and the following rules shall apply:

1. The arbitrator shall not add to, detract from, ignore or change any of the terms of this Agreement.
2. 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.
3. It shall be the responsibility of the arbitrator to render a decision within thirty (30) calendar days of the closing of the case.
4. The charges of the arbitrator for his fee and expense shall be shared equally by the CITY and the UNION.
5. The expenses and fees of witnesses and representatives appearing on behalf of either party shall be borne by the party for whom they appear.
6. The arbitrator's decision shall be final and binding upon the parties.
7. A copy of the request for arbitration shall be forwarded to the city manager at the time of the filing for the request to MERC.

Section 4. Grievance Procedure – General.

A. The time limits of any step in the grievance procedure may be extended only by mutual agreement in writing. In the event the CITY fails to reply to a grievance at any step of the procedure within the specified time limit, the UNION shall process the grievance to the next step. In the event the UNION does not appeal a grievance from one step to another within the time limit specified, the grievance shall be considered as settled on a basis of the CITY's last answer. The reference to "days" in this Agreement shall mean working days.

B. Any agreement reached between management and UNION representative(s) is binding on all employees affected and cannot be changed by any individual.

C. The sole remedy, except in cases of discharge or suspensions exceeding ten (10) working days, available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

D. Meetings of the City Manager and the UNION's Committee as provided for in the Second Step of the Grievance Procedure shall be scheduled by the City Manager at a time which minimizes the loss of manpower in the Department of Public Safety.

ARTICLE 6

DISCIPLINE DISCHARGE

Section 1. CITY Rights. The CITY shall retain the sole right to establish, change, amend and enforce rules for employees to follow, the right to warn, reprimand, layoff, discharge, demote or transfer any and all employees who violate these rules. The UNION retains the right to grieve the reasonableness of the CITY's action. The membership of the Police Officers Labor Council (POLC) agrees not to proceed beyond Step Two of Article 5, on any written or oral reprimand that will be removed from the employee's personnel file in a period of nine (9) months or less from the time of its issuance.

Section 2. Just Cause.

A. After completion of the probationary period, no employee shall be disciplined, suspended or discharged without just cause.

B. Reasons for disciplinary action shall include, but are not limited to, failure to observe rules of conduct established by the CITY; inefficiency or inability to perform assigned duties, excessive tardiness, failure to take a medical examination, dishonesty or theft; insubordination; gross neglect of duty; intoxication; use of alcohol or drugs on CITY premises or during working hours; failure to observe work rules; intentional falsification of employment application or other records except where the CITY has prior knowledge of falsification; or advising or directing employees to disregard the direct orders of supervision.

Section 3. Grievance Rights. In the event an employee in the bargaining unit shall be suspended from work for disciplinary reasons or he is discharged from his employment after the date hereof and he believes he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance, signed by the employee and UNION representative, with respect thereto is presented to the Chief within five (5) work days after such discharge or after the start of such suspension. Such grievance shall be processed starting at the Second Step of the grievance procedure. In the event of suspension or discharge, the employee will be provided with a statement of the charges against him, an enumeration of the violations and a brief and concise statement of why this action is being taken. The employee shall have the opportunity to meet with his UNION representative at the time he receives notice of upcoming discharge or suspension action and the UNION representative shall be present if so requested by the employee at the time of the disciplinary action.

It is understood and agreed that when an employee files a grievance with respect to his disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his authorization to the CITY to reveal to the decision making participants in the grievance procedure relevant information available to the CITY concerning the alleged offense and such filing shall further constitute a release of the CITY from any and all claimed liability by reason of such

disclosure. It is understood by the parties that the CITY shall not be required to reveal all information mentioned above unless said grievance is filed for arbitration.

Section 4. Reinstatement. In the event a suspension or discharge is modified through the grievance/arbitration procedure, the CITY and the UNION shall be bound by the decision rendered relative to retroactive pay.

Section 5. Personnel File. The employee shall have the right to review his employee's attendance record and 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 prior to its introduction into his file.

Section 6. Union Representation. Any employee who is disciplined shall have the opportunity to have a UNION representative present when disciplined, if the employee so requests.

Section 7. Confidential Information. The UNION and the CITY recognize the importance of the protection of information concerning the operation of the CITY. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Unauthorized release of the aforementioned information by an employee to a fellow employee except in the course of official duties or to any unauthorized person shall be regarded as breach of confidence and as grounds for immediate disciplinary action.

ARTICLE 7

SENIORITY

Section 1. Seniority Defined. Seniority shall be defined as the length of an employee's continuous service with the CITY commencing with his last date of hire. Departmental seniority shall be defined as the length of time of the employee's continuous service with the Department of Public Safety commencing with his last date of hire into the Department or transfer into the

Department. Rank seniority shall mean the 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. Seniority shall continue to accumulate during all approved leaves of absence and vacations, except as hereinafter provided. Employees who are employed on the same date shall be placed on a seniority roster in alphabetical order for surnames.

Section 2. 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 complete 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.

Section 3. Loss of Seniority. The employee shall be terminated and lose his seniority rights for the following reasons:

- A. He resigns or quits.
- B. He is discharged or terminated.
- C. He retires.
- D. He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is less.
- E. He is absent from work, including the failure to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff for three (3) consecutive working days without notifying the CITY, unless otherwise excused.
- F. He accepts employment elsewhere while on an authorized leave of absence, unless he has prior written approval for such employment from the City Manager.

ARTICLE 8
LAYOFF AND RECALL

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

A. Probationary employees within the affected classification with the Department will be laid off first.

B. Thereafter, employees within the classification within the Department will be laid off according to their department seniority, providing the remaining employees in the classification and department can perform the available work.

C. When an employee is removed from the classification within the department as a result of a layoff, he may be allowed to bump the least senior employee in the next lowest-paying classification with the department in accordance with his CITY seniority, providing he can perform the available work and the remaining employees within the lower classification within the department can perform the available work.

D. In the event the layoff under Section 1-A occurs in the lowest paying classification within a department, the provisions of Paragraph 1-C will not apply.

E. For purposes of this Article, the term "department" means the Department of Public Safety. The term "city seniority" means the employee's seniority as defined in Article 7 Seniority.

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

G. Employees with seniority shall not be laid off while probationary employees, temporary employees, or employees who are unable to perform the essential duties of their job are still actively employed in the Department of Public Safety.

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

ARTICLE 9

PROMOTION AND ASSIGNMENT

Section 1. New Jobs and Classification Modifications. When and if the CITY creates a permanent new job classification it shall establish responsibilities thereof, set the qualifications and rate of pay therefor and advise the UNION. The CITY and the UNION can continue negotiating the pay for such a newly created position while whichever employee selected occupies that position. Said pay rate to be retroactive to beginning of pay period on or after the date which the position is filled. If after a special conference is held the UNION disagrees with the rate of pay, it may file a written grievance with respect thereto, provided that the grievance is filed within ten (10) work days following such special meeting. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created. When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification in the bargaining unit, the CITY agrees to follow the procedure set forth in Appendix B and incorporated herein by reference.

Section 2. 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 one (1) year. 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 3. Temporary Job Assignment. The CITY shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one job

classification to another to cover the employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The CITY shall also have the right to temporarily transfer employees from one classification to another within the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) days in any calendar year; provided, however, that the Chief may temporarily transfer employees from one classification to another within the bargaining unit for a period of more than ninety (90) days when the needs of the department require, so long as such transfers are not made for purely disciplinary or arbitrary reasons. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he is temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred. A temporary transferred employee shall receive the higher classification rate of pay for each full day he performs the functions of the higher classification.

ARTICLE 10

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. (Also see Appendix E)

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 eighty-four (84) hours per pay period, which will be paid at the straight time rate. (Also see Appendix E) 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.

	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 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 service of the Public Safety Department. "needs of the service" for the purpose of this section shall be defined as a desirable action taken for the good of the 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, except in the case of circumstances beyond the control and knowledge of management such as acts of god, riots, floods, civil disorder, injury to personnel working scheduled shifts, or similar acts. when the "needs of the service" provision is invoked for the purpose of departing from the application of seniority in making workweek or shift assignments, the reason shall be reduced to writing and copies given to the affected person(s) and the union.

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 their normal 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 normal rate of pay for all time worked over twelve (12) hours per day and over eight-four (84) hours per pay period.

C. 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.

D. 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 and staff 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.

E. 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.

F. 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.

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

H. 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 of 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. 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 5. 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 11

WAGES

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

2016: 2.0% Effective January 3, 2016

2017: 2.0% Effective January 1, 2017

Section 2. 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

ARTICLE 12

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	\$400.00
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After 11 years but less than 17 years	\$700.00
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After 17 years but less than 23 years	\$1,050.00
23 years or more	\$1,400.00

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.

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

Section 2. Retirement.

A. Act 345 Plan

1. All Sergeants and Lieutenants who are eligible to be covered by the benefits of Act 345, Public Acts of 1937 amended, shall receive all the mandatory and none of the permissive 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 hundredths (2.65%) percent of his final average compensation (FAC) multiplied by the number of years and fractions of a year of service credited to him. 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 above 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.

3. Effective September 1, 1993, 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. The CITY or the CITY's Act 345 retirement plan will contribute the sum determined under (2) below toward the cost of CITY provided retiree health insurance for an eligible retiree as defined in (1) below and their dependents.

1. An eligible retiree is a retiree who satisfies all of the following requirements:

a. The retiree has retired and is receiving benefits under the CITY's Act 345 retirement system;

b. 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;

c. The retiree is not receiving health insurance coverage from another employer. 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.

2. The monthly contribution shall be as indicated below if the conditions listed below are satisfied. Otherwise the monthly contribution shall be \$100.

Monthly Contribution: For employees retiring after December 31, 2007

YEARS OF SERVICE	TWO-PERSON COVERAGE	SINGLE COVERAGE RETIREE AND/OR SURVIVOR
20 – 25 YEARS	\$450	\$375
25 + YEARS	\$500	\$400

Conditions:

a. 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.

b. 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.

c. 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.

d. 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).

e. 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.

f. 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. No matter contained in this section shall be subject to the Grievance Procedure.

g. 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.

C. An employee 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 the employee.

Section 3. 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 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.

<u>FISCAL YEAR</u>	<u>EMPLOYER %</u>	<u>EMPLOYEE %</u>
2016	90%	10%
2017	90%	10%

The insurance plan will cover spouse 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.

Section 4. Life Insurance. The CITY agrees to maintain group life insurance for each active full-time employee in the bargaining unit in the amount of \$25,000 with a double indemnity

provision. Insurance protection shall be available upon completion of thirty (30) calendar days of employment and under the same conditions as prevailed immediately prior to the execution of this Agreement. The CITY reserves the right to substitute another carrier for the insurance, provided that the fundamental provision of the coverage will not be changed.

Section 5. Worker's Compensation. Pursuant to Michigan Law, the CITY provides, at its sole expense, Worker's Compensation coverage for each employee covered by this Agreement.

1. Upon the request of the employee, an employee may use accumulated vacation and sick time to supplement the employee's worker's 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 worker's 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 worker's 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 worker's 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 worker's 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 worker's 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 Worker's 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 wage during a period of time covered by Workers' Compensation then the employee accepts this tax situation as part of the process.

Section 6. Liability Insurance. The CITY shall provide comprehensive Liability Insurance, as provided by a standard policy, in the amount of at least \$100,000 per person and \$1,000,000 per incident.

Section 7. Opt-Out of Medical Insurance. The City of Albion recognizes that many employees currently have dual insurance coverage due to coverage 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 date of coverage.
- ◆ Sets up an appointment with the Human Resources Director to provide proof of insurance coverage under the spouse's policy and signs the City of Albion's cancellation of insurance form.

Re-enrollment in the CITY's health care plan shall be provided for in October 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:

- (a) Spouse loses medical coverage
- (b) Death of spouse
- (c) Birth/adoption of a child
- (d) Marriage or divorce

Any employee electing to participate in the Op-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 year without hospitalization coverage.

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

Section 8. 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 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 9. Clothing Allowance.

A. All unit employees shall receive \$500 annually, Detective Division, or any officer assigned to a plainclothes assignment, shall receive \$600 annually, as a clothing maintenance allowance and/or towards purchase of boots, 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 CITY, based on a semi-annual inspection, shall replace all uniforms and equipment listed in Appendix D that is worn out based on the determination of the Chief of Public Safety or his designee.

D. The employer will furnish all fire-fighting gear and will replace fire-fighting gear damaged on duty. No employee is authorized to wear or use departmental clothing and equipment except in the official performance of their duty.

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

Section 10. Educational Incentive. Officers in the classifications of Lieutenant and Sergeant 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 Associates Degree)
- C. Officers that are State certified as an accident reconstructionist shall receive a one-time bonus of \$300.
- D. Officers that are State certified as an arson investigator shall receive a one-time bonus of \$200.

ARTICLE 13

LEAVE TIME

Section 1. Holiday Pay.

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

New Years 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
	Employee's Birthday

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