

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF HASTINGS

AND

POLICE OFFICERS LABOR COUNCIL



July 1, 2019 through June 30, 2022.

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## AGREEMENT

THIS AGREEMENT is entered into this 24<sup>th</sup> day of June 2019, between the CITY OF HASTINGS, a municipal body corporate of the State of Michigan (hereinafter referred to as the "Employer") and the POLICE OFFICERS LABOR COUNCIL, (hereinafter referred to as the "Union").

## PREAMBLE

The purposes of this Agreement include the promotion of harmonious relations between the Employer, its employees and the Union, the establishment of equitable and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall equally share the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or Union affiliation.

The Employer and the Union agree to implement the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE I

### RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of all police employees of the City of Hastings, EXCLUDING Chief of Police, Deputy Chief of Police and clerical employees.

## ARTICLE II

### UNION RIGHTS

Section 1. The Union, as sole and exclusive bargaining representative of the employees, shall have the rights granted to them by applicable Michigan Statutes now or

hereafter enacted, except as expressly limited by the terms of this Agreement.

ARTICLE III  
MANAGEMENT RIGHTS

Section 1. Except as limited by express provisions of this Agreement, the Employer shall suffer no restrictions in management functions, including but not limited to the direction of employees, the full and exclusive right to hire, promote, demote, transfer, lay off, discharge, suspend, or discipline employees for proper cause; to promulgate and require compliance with reasonable rules and regulations governing the conduct of employees; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the location and methods of work, job assignments and work schedules; to maintain order and efficient operations; to determine the hours of work including starting and quitting time, length of work week; and to accomplish the reduction of the work force and to control, direct and supervise all equipment.

ARTICLE IV  
EXTRA CONTRACT AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement which in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees or any individual employee or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE V  
DUES CHECKOFF

Section 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither

party shall exert any pressure on or discriminate against an employee in regard to such matters. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees

If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 3. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of the HASTINGS POLICE OFFICERS' ASSOCIATION provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the POLICE OFFICERS LABOR COUNCIL. This may be done through the Steward of the Union.

- a) The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. Employees may resign their membership in the union and/or revoke their authorization for dues checkoff at any time with written notice to the Union and the Employer.
- b) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union

## ARTICLE VI

### SUBCONTRACTING

Section 1. For the purpose of preserving work and job opportunities for employees covered by this Agreement, the Employer agrees that no work or service presently performed by sworn police officers will be subcontracted, transferred or assigned to non-department employees, if it would cause a layoff of any of the sworn police officers employed on the date of execution of this Agreement.

ARTICLE VII  
UNION STEWARDS

Section 1. Union employees shall be represented by one (1) steward or alternate steward. During periods of absence of steward, the alternate steward shall represent the employees.

Section 2. The authority of the steward, or alternate, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the Chief, Deputy Chief or immediate supervisor in their absence to do so. The Chief shall grant permission within a reasonable time, after the first hour of the shift, for such steward to leave his work for these purposes subject to overriding work consideration. The privilege of such steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The steward and alternate may be required to record duties in addition to the handling of grievances as provided herein.

Section 3. The Union will furnish the Employer with the names of its stewards and officers who are employed within the unit and changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

ARTICLE VIII  
SPECIAL CONFERENCES

Section 1. Special conferences for important matters will be arranged between the Union and the Employer or his designated representative upon the request of either party.

Section 2. Such meetings shall be between representatives of the Union and representatives of the Employer, provided 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. Conferences shall be held at mutually agreeable times. Bargaining unit employees shall not lose pay for time lost in such special conferences. This shall include matters on the agenda, except when mutually agreed, other matters may be discussed.

Section 3. Special conferences shall be scheduled within ten (10) days after the request is made, provided that the number of bargaining unit employees present at such meeting shall be limited by the Chief based upon the need for services to be performed for the public.

ARTICLE IX  
GRIEVANCE PROCEDURE

Section 1. A grievance is an expressed violation of a specific article or section of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. All grievances shall be settled only in accordance with the procedures set forth in this Article.

Section 3. All grievances shall be handled in accordance with the following steps:

Step 1: By conference between the aggrieved employee, the steward, or both, and the Chief or in his absence, the Deputy Chief. If not settled in this manner, it shall be the responsibility of the aggrieved employee(s) or the Union Steward, in the case of a group grievance, to reduce the grievance to writing on the grievance form provided by the Union and to deliver the written grievance to the Chief of Police or in his absence, the Deputy Chief within seven (7) calendar days from when the occurrence giving rise to the grievance occurred.

Step 2: After receipt of the written grievance, the Chief shall return to the aggrieved a written answer within seven (7) calendar days.

Step 3: After receipt of the written response, if the grievance is not settled, the aggrieved shall submit both the grievance and the Chief's response to the City Manager within seven (7) calendar days.

Step 4: After receipt of the grievance and response of the Chief, the City Manager may request a conference with the aggrieved, Union Steward and/or Union Representative within fourteen (14) calendar days. The aggrieved employee may elect to have his/her

Union Representative present at the meeting. If no conference is requested, the City Manager must submit a written response to the aggrieved employee or Union Steward, in case of a group grievance, within fourteen (14) calendar days.

Step 5:

If the grievance has not been settled in the last step, the parties or either party may submit such grievance to arbitration, provided such submission is made within ten (10) calendar days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. The arbitrator's decision shall be binding on both parties and the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except each party shall pay the expense of its own witnesses.

In cases involving suspension or discharge, the grievance procedure shall start with Step 3 of the Grievance Procedure.

Section 4. Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than seven (7) calendar days after such has happened. However, the parties may mutually agree to extend the time limits.

Section 5. If at any step of the Grievance Procedure the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed settled by the Employer's last answer.

If at any step of the Grievance Procedure the Employer fails to answer a grievance in a timely fashion, the grievance shall be advanced to the next step in the Grievance Procedure provided nothing contained herein shall automatically refer a grievance to arbitration.

Section 6. Only one (1) grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.

## ARTICLE X

### HOURS OF WORK

Section 1. The normal work day shall consist of eight (8) consecutive hours of work including a one-half (1/2) hour paid meal period.

Section 2. The normal work week shall consist of five (5) consecutive work days with two (2) consecutive days of rest.

Section 3. Seniority shall be followed in shift preference. If conditions require, the Chief may temporarily assign an employee to work any shift. A temporary assignment shall be defined as a maximum of thirty (30) days, except that field training officers may be temporarily assigned for up to fifty-six (56) days. Requests for shift changes must be for 84 days minimum duration with 84-day intervals. Mutual Temporary trades will be allowed with approval from the Chief or designee, but will be limited to Sergeants trading with Sergeants and Patrol Officers trading with Patrol Officers.

Section 4. Employees may be required by the Employer to work overtime. However, employees shall not work overtime hours for the purpose of completing paperwork unless they receive prior approval of the Chief or if the Chief is unavailable, their immediate supervisor.

Section 5. In the event that overtime is offered in either patrol or patrol sergeant classification and refused by all employees, an employee may be mandated to work.

Mandatory overtime will be distributed as equally as possible by the use of a rotating list of patrol officers and patrol sergeants. The officer, who has the longest elapsed time since his/her previous mandatory shift, will be the person mandated to work the current open shift. (The *non-patrol* Detective Sergeant, School Liaison Officer, and Community Police Officer, will be exempt from this provision, unless an emergency or urgent need exists.)

The employer has the right to "extend" an employee's shift by 2 hours at the beginning or at the end of the employee's scheduled shift. Overtime due to the extension of an employee's shift will not be counted as "mandated" overtime.

When an employee uses two or more paid days off in conjunction with his/her regular days off, they shall not be required to report for mandatory overtime during that period of days off. However, if they are passed they will be placed next, upon return, to be mandated for a current open shift. Officer must work full mandated shift to meet the mandate obligation.

In lieu of mandating overtime, a Reserve Officer *may* be allowed to work at the discretion of the Chief or his designee, in place of a regular officer.

Section 6. However, the City shall have the ability to change the schedule of the Detective/Sergeant position from one shift to another for the purposes of job assignment, including placement into a patrol shift opening, after giving the affected employee at least 24 hours notice, unless the affected employee waives such notice. The affected Detective/Sergeant shall suffer no loss in pay rate or grade as a result of being used temporarily in the patrol category. The City reserves the right to change the schedule of the swing shift position(s) with at least 24-hours notice in advance of the scheduled shift.

## ARTICLE XI

### WAGES

Section 1. See Schedule A

Section 2. Patrol Officers / Sergeants shall be paid time and one half (1 1/2) for all hours worked in excess of their scheduled shift or in excess of allowable hours worked in a scheduled pay period.

For the purpose of offering overtime, the Community Police Officer and School Liaison Officer shall be considered day shift assignments, in a *non-patrol* function. For the purposes of overtime, the Detective Sergeant shall be considered as a *non-patrol* function sergeant. If overtime is offered to fill the shift of an absent sergeant, sergeant's shall be offered the overtime prior to it being offered to patrol officers, providing the sergeant's are not on vacation, sick leave, or otherwise unavailable.

If overtime is offered to fill the shift of an absent patrol officer, patrol officer's shall be offered the overtime prior to it being offered to a sergeant, providing that patrol officer is not on vacation, sick leave, or otherwise unavailable. The overtime offering shall be made first to the patrol officer normally assigned to the shift where the vacancy occurred. Next the overtime offering shall be made, on a seniority basis, to other patrol officers assigned to other shifts, who are on a pass day, and are not on vacation, sick leave, or are otherwise unavailable. If all patrol officers turn the overtime down, it shall then be offered to all patrol sergeants, providing they are not on vacation, sick leave, or are otherwise unavailable, beginning first with the patrol sergeant off on a pass day. Following offering the overtime to the sergeant off, it shall be offered to other sergeants on a seniority basis. If the overtime offering is turned down by all patrol sergeants, it shall then be offered to the School Liaison officer and the Community Police officer on a seniority basis. Next, it shall then be offered to the non-patrol sergeant.

## SCHEDULE B

### Example Only

#### **Patrol Officer calls off and overtime is offered-**

- 1) All patrol officers **off** on the particular shift, (excluding the Community Police Officer, and School Liaison Officer if overtime is on the day shift), (excluding those on vacation, sick, personal day, etc.) are called on a departmental seniority basis.

If overtime is not filled then ...

- 2) Patrol officers **off** on the other shifts this day, (excluding the School Liaison and Community Police Officer, those on vacation, sick, personal day, etc.) shall be offered the overtime next on departmental seniority basis.

If overtime is not filled then ...

- 3) Patrol officers who are scheduled to work other shifts will be called next, excluding the Community Police Officer and Liaison Officer, on a departmental seniority basis.

If overtime is not filled then ...

- 4) Patrol sergeants **off** on this particular shift, (except those on vacation, sick, personal days, etc.) will be offered the overtime. (Excluding the Detective Sergeant)

If overtime is not filled then ...

- 5) Patrol sergeants **off** on other shifts this day, (except those on vacation, sick, personal days, etc.) will be offered the overtime next. (Excluding the Detective Sergeant)

If overtime is not filled then ...

- 6) Patrol sergeants scheduled to work other shifts this day, will be offered the overtime on a classification seniority basis. (Excluding the Detective Sergeant)

If overtime is not filled then ...

- 7) The overtime will be offered to the School Liaison Officer and the Community Police Officer, on a seniority basis. (Non-patrol function)

If overtime is not filled then ...

- 8) The overtime will be offered to the Detective Sergeant (Non-patrol function)

If overtime is not filled, overtime may be mandated as per agreement.

#### **Sergeant calls off and overtime is offered-**

- 1) Patrol sergeants **off** on the particular shift (if any) are called for overtime. (Excluding

Detective Sergeant)

If overtime is not filled then ...

- 2) Patrol sergeants **off** on other shifts are called on a classification seniority basis. (seniority within the classification) (Excluding Detective Sergeant)

If overtime is not filled then ...

- 3) Patrol sergeants working on all other shifts will be called on a classification seniority basis. (Excluding Detective Sergeant)

If overtime is not filled then ...

The Detective Sergeant shall be offered the overtime.

If overtime is not filled, then ...

Overtime may be mandated as per agreement – at the Chief’s discretion

**Or**

- 4) Patrol officers **off** on the particular shift are called on a departmental seniority basis, (excluding the Community Police Officer and School Liaison Officer if overtime is offered on the day shift)

If overtime is not filled then ...

- 5) Patrol officers **off** on other shifts are called and offered the overtime on a departmental seniority basis (excluding the Community Police Officer, and School Liaison Officer)

If overtime is not filled then ...

- 6) Patrol officers working other shifts are offered the overtime on a departmental seniority basis (excluding the Community Police Officer, and School Liaison Officer.)

If overtime is not filled then ...

- 7) The School Liaison Officer and the Community Police Officer will be offered the overtime on a departmental seniority basis. (Non-patrol officers)

If overtime is not filled then ...

Call the Chief or Deputy Chief for further instruction.

In the event that a patrol officer/sergeant is requested to report for duty to sign a complaint or is subpoenaed to Court, he/she will receive a minimum of two (2) hours call-in pay at time and one-half, provided the patrol Officer/Sergeant is off duty or on pass day.

The Employer shall not change the schedule of patrol officers/sergeants to avoid the

payment of overtime, excluding the swing shift officer/sergeant. There shall be no pyramiding of overtime or premium pay.

Provided, however, that when hours worked in excess of forty (40) is due to scheduled rotation, said hours shall not be counted for purposes of calculating overtime pay.

Section 3. – Standby. When a patrol officer/sergeant is ordered by a command officer that he is on standby, the Employer will compensate the same patrol officer/sergeant at his base rate until the standby is terminated by the Employer.

When a patrol officer/sergeant is ordered that he is on standby, he will advise the Employer of his location and phone where he may be contacted until standby is terminated.

Section 4. – Longevity Pay. Any employee covered under this labor agreement and who has been continuously employed by the City for the periods described on the table below shall be eligible for longevity pay as shown on the table. Longevity pay will be calculated based on the employee's base pay (2080 hours at the standard pay rate) for the City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>). Longevity pay for a given fiscal year will be paid to the employee with the first pay check of the subsequent fiscal year. To be eligible for the longevity pay rates included in the table below, the employee must have continuously worked for the City for the stated period prior to the end of the fiscal year pay period on which the longevity pay is to be based (i.e., an employee must have completed 5 full years of service prior to June 30<sup>th</sup> to be eligible for the 5 to 9 year term longevity pay).

Full Years of Service	Longevity Pay
5 to 9	1.0% of base pay
10 to 14	1.5% of base pay
15 to 19	2.0% of base pay
20 to 24	2.5% of base pay
25 plus	3.0% of base pay

There shall be a maximum longevity pay cap of \$1,500.00 per year for any employee eligible to receive longevity pay.

Section 5. Compensatory Time. As a result of working approved overtime, Officers shall be allowed to accumulate up to forty (40) hours of compensatory (comp) time (twenty-six and two-thirds hours at time and one half). Officers shall be allowed to use accumulated compensatory time off at the Chiefs, or the Chiefs designee's discretion. The intent in allowing time off as a result of accumulated compensatory time will

be to prevent the creation of additional overtime.

Comp days shall not be allowed to bump or supersede scheduled vacation days that have been previously approved. Approved time off using comp time shall be granted on a seniority basis, and as per the above paragraph, up until 72 hours prior to the requested time off. At that point, the requested time off cannot be bumped by a more senior officer.

The City shall have the exclusive right to nullify and to end this section at its sole discretion at any time by simply paying off any outstanding compensatory time according to the Fair Labor Standards Act requirements

## ARTICLE XII

### VACATIONS

Section 1. All employees shall be entitled to vacation with pay in accordance with the following schedule:

One (1) year of service	Ten (10) days
Five (5) years of service	Fifteen (15) days
Twelve (12) years of service	Seventeen (17) days
Fifteen (15) years of service	Twenty (20) days
Seventeen (17) years of service	Twenty-two (22) days
Twenty (20) years of service	Twenty-five (25) days

Section 2. Employees shall be eligible for vacation upon completion of their probationary period and shall be credited vacation days each year from January 1 to December 31.

Section 3. Vacation pay shall be based upon the employee's annual salary as of the first day of his vacation.

Section 4. Vacations will be scheduled by the Employer. Seniority and expressed preferences will be considered in scheduling within Patrol Officer / Sergeant classifications only. The Community Police Officer and the Detectives will be scheduled separately. Employees shall submit to the Chief of Police on or before March 15 of each year their preference for vacation during that calendar year. Preferences submitted after that date shall be considered in chronological order without regard to seniority.

Section 5. Vacation periods may accumulate and carry over from (1) vacation year

to the next with the consent of the Chief of Police, which has been obtained by March 15 in the year it is to be carried over.

Section 6. Upon discharge for just cause or upon quitting without at least twenty-eight (28) days' notice in writing to the Chief of Police or under circumstances set forth in Article XIV, Section 5 (c), and employee shall not be entitled to receive pay for unused vacation to which he is entitled.

Section 7. All employees shall give at least 24 hours notice of requested vacation or use of personal time. Advance notice may be waived at the direction of the Chief or Chief's designee in a time of urgency or emergency.

### ARTICLE XIII

#### HOLIDAYS

Section 1. The following days shall be designated and observed as holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Veteran's Day	Easter Sunday
Employee's Birthday	1/2 day Good Friday
Full day New Year's Eve	Full Day Christmas Eve

If an employee's birthday falls on a holiday, the employee may take his or her birthday holiday at a later date as approved by the Chief.

To be eligible to receive holiday pay, an employee must work the scheduled day before and after the holiday. "Scheduled day" does not include pass days or approved time off.

Section 2. Employees who are not scheduled to work on a holiday, and do not work, shall receive eight (8) hours holiday pay, which shall be paid over and above their regular rate of pay. (e.g. forty hours plus eight hours = 48 hours pay)

Employees who are not scheduled to work on a holiday, and do work approved overtime on their regular shift, shall receive the eight hours of holiday wage (for non-scheduled employees) and time and one-half wage for hours worked in an overtime capacity, with the exception of parade duty (on a holiday) which shall be paid at the double time rate. [e.g. forty hours regular pay plus eight (8) holiday hours (for non-scheduled employees) plus twelve (12) hours pay (for the employee who has worked eight hours overtime) = 60 hours pay]

Employees who are scheduled to work on a holiday, and do not work, (due to sick, vacation, personal time, shift trading, or other reason), shall be paid eight (8) hours of holiday pay, which shall be paid over and above their regular rate of pay. (e.g. forty hours plus eight (8) holiday hours = 48 hours pay)

Employees who are scheduled to work on a holiday, and do work the holiday, and then work approved overtime whether in addition to their regular shift, or on another holiday shift, shall receive double time for the actual hours worked on their regular shift, plus time and one-half for hours worked on the holiday on other than their regular shift (for hours worked in excess of eight hours). Parade duty shall receive double-time pay for actual hours worked.

An employee shall not trade shifts or in any other way attempt to circumvent this pay procedure.

Employees who are on a leave of absence, (including Family Medical Leave and light duty), other than vacation, shall not be entitled to holiday pay.

For the purpose of calculating holiday pay, the holiday shift shall be considered as the shift beginning on the actual holiday.

Employees not working their regular holiday shift due to using sick time, family sick time, personal time, being off on any disability or leave, or on vacation, shall be considered unavailable for the purposes of overtime on a holiday, and shall not be allowed to work on a holiday without the permission of the Chief or his designee.

Employees working approved overtime, for the sole purpose of working on a parade detail, on a holiday, shall receive double time for the actual hours worked. In the event that an employee is required to work longer than the parade detail, due to required official action, (personal injury accident, required immediate arrest, etc.), the double time pay rate shall continue.

The City shall have the right to determine the need for the Detective/Sergeant to work on a holiday. If the Detective/Sergeant is scheduled but not required to work a holiday, he shall receive the day off and eight hours of holiday pay. With the agreement of both the City and the Detective/Sergeant, and in lieu of the eight hours of holiday pay, the Detective/Sergeant may receive another eight-hour day off. If the Detective/Sergeant is scheduled to work and required to work a holiday, he shall receive holiday pay according to other provisions in this Agreement.

Patrol Officers and Patrol Sergeants who are not scheduled to work on a holiday

shall have the option of a floating holiday by forfeiting their eight hours of holiday pay for an additional day off. The floating holiday shall be used on a date agreed to by both the employee and the City. Floating holidays shall be used within 90 days of the original holiday date, but prior to the end of the fiscal year. Failure to use a floating holiday within the 90 days/fiscal year shall result in payment being made for the original holiday under the terms of this Agreement. The intent here is to allow the use of a floating holiday without incurring overtime costs.

Section 3. An employee may use up to two (2) days paid leave per year for personal business. An employee shall not use a personal leave day to circumvent the vacation schedule except in the case of an emergency.

#### ARTICLE XIV

##### SENIORITY

Section 1. New employees hired on a full-time basis shall be probationary employees for a period of one (1) year following date of hire.

Probationary employees shall have no seniority during their probationary period and may be terminated or laid off in the discretion of the Employer without recourse to the Grievance Procedure, but upon successful completion of the probationary period, their seniority shall date from their date of hire.

Probationary employees shall be represented by the Union and shall be subject to the terms of this Agreement, except for matters involving discipline and discharge for reasons other than Union activity.

Section 2. New employees having prior law enforcement experience may be given seniority, for pay purposes only, which in the judgment of the Police Chief properly reflects said employee's value to the City of Hastings. After such initial seniority has been determined, the employee's future wage changes shall be in accordance with this Agreement. Such employees shall be subject to Section 2, the same as new employees having no prior experience. The Chief of Police may negotiate a term of vacation for the first year of employment, for a new employee, after the completion of the new employee's training program. The term of vacation for the first year of work shall be no more than eighty (80) hours.

Section 3. The Employer shall post in a conspicuous spot at the Police Station an up-

to-date list of employees in the bargaining unit in order of their most recent date of hire.

Section 4.

- a) There shall be two types of seniority. Classification seniority shall mean that continuous time spent within a separate classification. Total departmental seniority shall mean that continuous time spent within the Hastings Police Department, since the latest date of hire.

Classification seniority shall be used for the purposes of shift preferences within the classification.

Departmental seniority shall be used for the purposes of vacation, when applicable (prior to March 15<sup>th</sup>), with regards to the vacation policy.

Since the Detective, School Liaison Officer, and Community Police Officer positions are separate specially trained functions, they shall be addressed separately for the purpose of vacation. The School Liaison Officer and the Community Police Officer position shall continue to be specialized assigned details within the patrol officer classification. Employees shall not be allowed to transfer or shift preference into these details. Vacancies shall be filled by appointment of the Chief, after considering the qualifications and abilities of candidates.

The Detective Sergeant position shall be considered as a separate classification than the patrol sergeant. Seniority within this classification will be separate from patrol sergeants. If an employee is promoted, as per this agreement, they shall use their new classification seniority for the purposes of shift preferences and overtime. They shall use their departmental seniority for the purposes of vacation (prior to March 15<sup>th</sup>).

If an employee transfers downward, or is demoted, they shall use their departmental seniority for the purposes of shift preferences, overtime, and vacation (prior to March 15<sup>th</sup>).

- b) An employee shall lose seniority for the following reasons:
- He/she quits or is discharged;
  - He/she has been laid off for a period of time equal to his/her seniority or twenty-four months, whichever is shorter, or upon loss of MCOLES certification;
  - He is absent from work, including failing to return to work following a leave of absence, vacation, or lay off, for three consecutive working days, without

notifying the employer, unless the reason for the failure to notify the employer within three working days is justified.

- The employee is suspended from work for more than one day. Loss of seniority shall begin on the second day of suspension and continue to the final day of suspension.

Section 5. When an employee, because of discharge, is reinstated through the Grievance Procedure, all lost seniority will be returned.

## ARTICLE XV

### LAY OFF AND RECALL

Section 1. The word "layoff" means a reduction in work force due to lack of work or other legitimate causes.

Section 2. In the event of a layoff of employees, seniority shall be of prime concern. The last employee hired will be the first to be laid off and the last employee laid off will be the first employee recalled from layoff. The determination of order of layoff and recall shall not be arbitrary and capricious.

Section 3. In the event of a layoff, employees shall be given reasonable notice of layoff. An employee on layoff shall be given seven (7) days' notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed in writing and mailed first class to the address last provided to the Employer by the employee. The Employer shall have no responsibility for the failure to notify any employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

Section 4. In case of layoff, an employee shall, at the time of layoff, have the right to bump into the next lower job classification in the Hastings Police Department providing the person bumping into that classification has more departmental seniority than the person being bumped.

Section 5. In the event of a recall from layoff, an employee shall have the right to re-enter the classification he was bumped from.

## ARTICLE XVI

### SICK LEAVE

Section 1. Employees shall be assigned eighty (80) hours of sick leave on July 1<sup>st</sup> each year and may accumulate sick leave to an unlimited amount; provided, an employee shall only be entitled to be paid for 30% of a maximum of eight hundred (800) accumulated sick leave hours upon retirement.

Section 2. Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits in the following situations:

- a) When an employee's absence from work is due to a non-duty illness or injury, provided that such illness or injury is not covered by another City's liability policy or workers' compensation plan.
- b) When an employee's absence from work is due to an illness or injury arising out of and in the course of his employment with the City and which is compensable under the Michigan Workers' Disability Compensation Act, after the first day of absence necessitated thereby, he shall be entitled to utilize his unused paid sick leave credits to make up the difference between the amount of daily benefits to which he is entitled under such Act and the amount of daily salary he would have received in his own classification had he worked, but not to exceed the total equivalent of what the employee would have received in daily pay on an 8 hour per day, 40 hour per week basis.
- c) After two (2) consecutive days absence due to such illness or injury, upon the City's request, an employee on sick leave shall provide the City with an authorization for the release to the City of medical information regarding the employee or a statement from a doctor verifying the illness. Further, the City may, at its expense, require an employee on sick leave to undergo examinations and tests by medical personnel of its choice.
- d) An employee may be required to supply documentation from a physician authorizing an employee to return to work after an employee's absence after two consecutive day's absence from work due to personal illness or injury at the discretion of the City.

Section 3. Employees shall attempt to notify the highest ranking command officer or the supervisor on duty of their inability to report to work. Notice shall be given as soon as the inability to report is apparent, but at least one (1) hour before the start of the shift.

Section 4. An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall have deducted from his/her accumulated sick days the actual time off from work, rounded to the next full hour.

Section 5. If an employee leaves work due to an injury arising within the scope of employment, he shall not be charged sick leave for that day.

Section 6. If, in the judgment of the officer in charge, an employee on the job is ill to the extent that such illness interferes with the satisfactory performance of his duties, said employee may be directed to take sick leave. Disputes arising under this Section shall be subject to the Grievance Procedure. In the event the matter is arbitrated with a decision against the Employer, the Employer shall reinstate the sick leave used and shall pay the reasonable expense of the medical examination, if any, incurred by the employee in establishing his ability to satisfactorily perform his duties.

Section 7. An employee may use up to three (3) days of sick leave per year for illness in his or her immediate family or as approved by the Chief of Police or his designee.

## ARTICLE XVII

### MEDICAL LEAVE OF ABSENCE

Section 1. Provided that an employee's medical leave is supported by proper medical documentation, and provided that the Employer agrees that the leave is warranted for medical reasons, an employee having over one year of actual service with the Employer, an employee will have the right to return to his/her position following a leave period of up to one year. Employees having less than one year of actual service with the Employer are not covered by this provision.

Section 2. During such leave the Employer agrees that, if overtime is offered to fill a vacancy caused by such leave, that it will first be offered to regular full time officers for the first sixty (60) calendar days of the leave (including pass days and weekends), according to the overtime provisions of this Agreement, including the mandatory provision. After the first sixty (60) days of absence, the Employer has the right to fill overtime, as provided in Article XI, Section 2. of this Agreement, or use a replacement or replacements to fill the vacancy, at the Employer's discretion.

ARTICLE XVIII

COURT AND FUNERAL LEAVE

Section 1. An employee who must attend court as a result of his employment with the City of Hastings shall suffer no loss in pay.

Section 2. An employee will be granted, without loss of pay, up to five (5) working days for leave because of the death of their spouse or child, providing the employee attends the funeral. Furthermore, employees will be granted, without loss of pay, up to three (3) working days for leave because of death of their parent, step-parents, parent of current spouse, brother, step-brother, sister, step-sister, grandparents and grandchildren, provided the employee attends the funeral. An employee will be granted, without loss of pay, one (1) working day for leave because of the death of their grandparent-in-law.

In the event the site of the funeral is beyond 250 miles from the City of Hastings, two (2) additional travel days will be allowed. Such leave shall not be counted for the purpose of determining overtime.

ARTICLE XIX

WORKER'S COMPENSATION

Section 1. The Employer will provide as required by the Michigan Workers' Compensation Act a means of providing benefits as set forth in that Act.

ARTICLE XX

GROUP INSURANCE

Section 1. Health Insurance.

- a) During the term of this Agreement, full-time employees and their eligible dependents shall continue to be covered by the City's standard health insurance funding plan.
- b) Retirees and future retirees hired after July 12, 2002 and their dependents shall not be eligible for, receive, or continue to receive City paid health insurance following their retirement from employment with the City.
- c) Retirees and future retirees hired prior to July 12, 2002 and their eligible dependents, during the term of this Agreement, may continue to be covered by the City's health insurance funding plan. Retirees with at least 10 years of employment with the City, who are fully vested in the MERS plan, who are eligible for, and who enroll for and

receive MERS retirement benefits immediately following the termination of their employment with the City, will be granted the same insurance funding plan options with related level of benefits as the current working employees. Only those dependents that were the employees' dependents at the time of retirement are eligible for any portion of their premium to be paid by the City.

- d) The City will pay up to the maximum amounts allowed under State law for health insurance premiums or premiums/HSA contributions, i.e., "the limits" or "caps". This collective bargaining agreement shall not obligate the City Council to take any action to modify or amend such limits as may be permitted, but not required, by law.

Such limits are currently set by PA 152 of 2011, but any successor legislation dealing with this issue shall also apply. Limits will be imposed per individual employee or health insurance contract. For 2016 those annual limits are as follows:

Single	\$ 6,142.11
Two Person	\$12,845.04
Family	\$16,751.03

The annual limits shall be as established by the Michigan Department of Treasury or other State agency charged with establishing the limits and may vary from year to year.

The City will pay the premium cost for each employee's plan up to the above caps. If the premium cost is more than the cap, then the employee will pay the difference between the premium cost and the cap to the City by payroll deduction. For HSA eligible plans, if the premium cost for an employee is less than the cap for that employee, the City will contribute the difference between the premium cost and the cap to the employee's HSA.

If during the life of this contract, the State removes all limits or conditions on municipalities providing employee or retiree health insurance, the former limit expressed in the prior collective bargaining agreement shall be adjusted per the stated formula to bring it current to the necessary plan year and those limits shall then apply as the maximum contribution by the City to health insurance.

- e) The City's payment for the cost of health insurance premiums for retirees and their eligible dependents shall be capped at the following amounts (based on percentage of the premium cost for the standard funding plan paid for active employees);

Years of City Employment	City Paid Portion of Premium Cost
At least 10 but less than 15	50%
At least 15 but less than 20	70%
20 or more	90%

Employees who are not fully vested and/or do not enroll or are not eligible to enroll in the MERS Plan to receive full MERS retirement benefits without penalty for early enrollment in the MERS Plan immediately following termination of their employment with the City will not be entitled to post-retirement health insurance benefits.

- f) The bargaining unit shall select one health care insurance plan to apply to all of the members of the bargaining unit and the retirees who were members of the bargaining unit at the time of their retirement. The bargaining unit shall select a plan to be effective each health care plan year. Plans available for selection by the bargaining unit will be limited to Blue Cross Blue Shield of Michigan insured programs which do not expose the City to any cost liability beyond the payment of premiums and HSA contributions, if any. The bargaining unit shall officially inform the City Clerk/Treasurer in writing of the health care insurance plan selected by the bargaining unit in time to meet all deadlines for plan enrollment. The bargaining unit shall be solely responsible for plan selection and timely notification of the City Clerk/Treasurer.
- g) To accommodate the required payroll deduction of the employee's share of health care insurance premiums, the bargaining unit must officially inform the City Clerk/Treasurer of their plan selection in writing at least 70 days prior to the date upon which the plan is to become effective. Should the bargaining unit fail to formally inform the City Clerk/Treasurer of their plan selection at least 70 days in advance of the effective date of coverage, the City will choose the plan.
- h) Employees and retiree's may opt-out of the City's health insurance program by signing a waiver of enrollment. Employees and retiree's opting out of the City's health insurance program shall receive additional wage compensation in the amount of \$200.00 per month.

Section 2. - Life Insurance. Employer shall maintain life insurance for its employees in the sum of \$40,000 with double indemnity and shall pay the premium cost of such insurance.

Section 3. - Dental Insurance. Employer shall provide a dental plan for employees and qualified dependents. The plan will pay 100% of diagnostic and preventative services

(e.g. exams and cleanings), 50% of basic and restorative services (e.g. x-rays, fillings, and crowns), 50% of major (prosthodontics) services (e.g. bridges and implants), and 0% of orthodontia services (e.g. braces), or a dental plan equivalent to that offered to other employees of the City. Definition of services and service categories and limits on service frequency and annual total payments shall be as provided by the plan.

In 2016 this plan is provided through Delta Dental of Michigan.

Section 4. - Insurance Companies. The City may choose to provide the coverages called for in this Article through self-insurance or through insurance carriers selected by the City, provided the coverage is reasonably equivalent to that specified in this Agreement. The Union shall be notified of any changes in the insurance program as soon as practical but at least ten (10) days prior to the effective date of the change, and upon request by the Union, the Union and the City will meet to discuss the change.

## ARTICLE XXI

### BOND AND LEGAL ASSISTANCE

Section 1. The Employer shall provide the legal services of the City Attorney for the defense of any employee needful of such services as a result of acts occurring in the legal performance of police duties and responsibilities.

Section 2. Brady Rule. Any officer subjected to Brady restrictions by a prosecuting agency will be terminated immediately and will have no recourse through the CBA's grievance and arbitration provisions. However, in the event this restriction is overturned within six (6) months of the termination the employee will be made whole in all respects with his employment with Hastings Police Department.

## ARTICLE XXII

### STRIKES AND SLOWDOWNS

Section 1. Understanding that the proper method of settling grievances is as set forth in this Agreement and that strikes or other refusal to provide full and complete services to the public are not in the best interests of the public or the City of Hastings, it is agreed that there shall at no time be strikes, slowdowns, tie-up of equipment, walkouts or other deliberate withholding of services by members of the bargaining unit, either individually or collectively.

Section 2. The Union, its officers, employees or agents shall not promote, encourage

or advocate a violation of Section 1 of this Article.

Section 3. In the event there is a violation of this Section, the Union shall, when requested by the Employer, take the following action:

- a) Within sixteen (16) hours of a request by the Employer, notify, in writing, each of its members that such activity is unauthorized by the Union, that such activity is a violation of the contract, that such activity in and of itself is proper grounds for discharge and that each employee is to immediately cease such activity.
- b) In the event of a violation of this Section, the Employer shall have the sole and complete right to discipline, including discharge.

Provided that the Union complies with this Section, it shall have no liability for the violation by its members of Section 1 of this Article.

### ARTICLE XXIII

#### PART - TIME AND CASUAL EMPLOYEES

Section 1. Definition - Employees hired expressly on a part-time basis, whether regular or occasional, shall be "part-time employees" for the purposes of this Agreement.

Section 2. Coverage - Part-time employees shall not be covered by or subject to this Agreement.

Section 3. Proviso - The Employer shall offer overtime to full-time employees first. If full-time employees decline the overtime, the Employer may use part-time employees.

Section 4. Employees shall not, without prior written approval from the Chief of Police, engage in any other employment. Requests for outside employment shall not be unreasonably denied by the Chief.

### ARTICLE XXIV

#### PROMOTIONS

Section 1. The Employer will make promotions within the bargaining unit available to its employees who possess the ability and training for the job under consideration. There will be one (1) sergeant assigned to each shift. Sergeants will have supervisory authority over patrolmen. All subsequent promotions will be made in accordance with this Article.

Section 2. All permanent promotions shall be based upon the following factors:

- a) All promotions shall be on a competitive basis.
- b) Written Test 20%
- c) Oral 35%
- d) Performance 40%
- e) Seniority 5%

The top senior applicant will receive 5%. Other applicants receive a pro-rated percent of 5%, based on the years of service.

- f) Each eligible employee is to be tested by the Michigan Municipal League or a comparable agency.
- g) Eligibility list will remain current for a period of one (1) year from the date of promotional testing completion.
- h) Eligibility for a promotion will be open only to those who have completed probationary phase in the next lowest rank.

Section 3. Vacancies must be filled within sixty (60) days unless the job is abolished.

Section 4. Job openings shall be posted for five (5) calendar days on the bulletin board. Employees desirous of competing for the job shall personally advise the Chief of Police, in writing, prior to the expiration of the five (5) days.

Section 5. In the event no eligible employee achieves a total promotional score of 75% in the testing procedure, the Employer may hire from outside.

Section 6. Time limits may be extended, if requested by the Testing Agency.

Section 7. If, within six (6) months, the employee is unsatisfactory in the new position, he will be returned to his former position and former rate of pay without loss of seniority. The next person on the eligibility list will be placed into the rank. The evaluation of performance shall not be arbitrary or capricious.

Section 8. The employee who is promoted from an eligibility list will receive the pay for that rank.

Section 9. The Detective Sergeant position will be classified as a "non-patrol" Sergeant, for the purposes of overtime and promotion, and will be considered as a specific classification, separate and apart from the classification of Patrol Sergeant.

Upon successful completion of the probationary phase, the pay for the Detective Sergeant will reflect a \$1.00 per hour additional pay above the present hourly rate.

Current Patrol Sergeants shall not be allowed to "bump" into the position without undergoing a promotional procedure, along with other interested officers having completed probationary period.

The Detective Sergeant shall not be allowed to transfer in to a vacated patrol sergeant's position or simply bump into a patrol sergeant's position without proceeding through the promotional procedure for an open position.

The Detective Sergeant, being a "non-patrol" Sergeant, will be offered overtime according to the guidelines established in this agreement.

## ARTICLE XXV

### GENERAL PROVISIONS

Section 1. Equipment - The Employer shall not require that an employee operate in the line of duty a vehicle reported to be in unsafe operating condition. It shall not be a violation of this Agreement to refuse to operate such equipment unless said refusal is unjustified. Proper operating condition of said vehicle will be determined by a certified mechanic. If the mechanic is not available, then the shift supervisor shall make the determination as to whether a vehicle is safe.

Employees shall report immediately or at the end of their shift all defects in or damage of equipment. Reports shall be made on forms provided by the Employer and a copy shall be given to the employee.

Section 2. Accidents - An employee shall report immediately the occurrence of any accident in which he is involved and the nature and extent of personal injury or property damage. The employee shall provide, in writing, a report of said accident incorporating all information requested by the Employer.

Section 3. Darkness - During the hours of darkness, the Chief, or his designee, shall make the determination as to whether it is necessary that two (2) employees be assigned to ride in each patrol car. If the Chief, or his designee, determines it is necessary to assign two (2) employees to a patrol car, he may assign a reserve officer to ride with a sworn police officer. Reserve officers shall not have arrest powers over and above those of ordinary citizens and shall not be assigned to patrol alone except for purposes of surveillance or as a visible crime deterrent.

In an effort to maintain effective communications between bargaining unit employees

and the management of the Police Department with respect to all matters regarding employee safety, there shall be a safety committee consisting of two (2) persons to be named by the Union and two (2) persons to be named by the City, which shall meet and discuss safety problems, actual and potential.

Section 4. Facilities - The Employer will furnish private washroom facilities and locker facilities at the Police Station. Upon notification of the employee or, in the event he cannot be reached, the steward, the Chief of Police shall have access to lockers. The employee whose locker is to be opened and the steward shall have the opportunity to be present at the opening.

Section 5. Transportation - Where an employee is directed by the Employer to use his own transportation, he shall be reimbursed at the rate approved by the US Internal Revenue Service from time to time for such use.

Section 6. Liability Insurance - The City shall provide and maintain adequate liability coverage for all bargaining unit members.

Section 7. Furnishing of Equipment - The Employer shall furnish and replace as needed, all required equipment necessary for the performance of the employee's duties as determined by the Chief of Police.

The Employer will replace or repair watches and glasses (contact lenses), lost or damaged, while in the performance of their duty, in an amount not to exceed one hundred dollars (\$100.00) per item, except watches not to exceed fifty dollars (\$50.00).

Section 8. Education - An employee required by the Employer to attend any school shall continue to receive his salary during schooling. However, during schooling the employee shall not be entitled to overtime pay.

The Employer will provide tuition, reasonable expenses, required text books and transportation for required schooling. In the event the employee is required to provide his own transportation for schooling, he shall be reimbursed at the rate approved by the US Internal Revenue Service for necessary trips to and from the school site.

When there is a job-related school or seminar open, the employee may indicate to the Chief of Police, in writing, his desire to attend said school or seminar. Employees may be sent with the cost being paid by the Employer.

The Employer shall make available to employees by posting all schools that are offered.

Section 9. Service Records & Personnel File - The Employer agrees to keep records of service reflecting the performance of each employee including, but not limited to, citations for meritorious service, any other awards, and all discipline records locked in the Chief's office. Such records can only be viewed by the Chief, the Deputy Chief in his absence, and the individual employee. Such records may be viewed by others if the employee agrees. This section shall not apply when such records are a part of any grievance or arbitration hearing, or when otherwise allowed by law.

The employee's personnel file containing all other information regarding the employee's employment with the employer shall be maintained by the Office of the City Clerk. Access to the Personnel File shall be appropriately limited to those performing related functions and/or as permitted or required by law.

Section 10. Visits of Union Representatives - Authorized representatives of the Union shall be permitted to make reasonable visits of the operation of the Employer during working hours to talk with stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement. Union representatives shall be able to have meetings with the steward and/or alternate steward to discuss grievances, discipline, discharge, or contract language, without loss of pay.

Section 11. Reorganization of Police Department - The Employer reserves the right to unilaterally reorganize the Police Department. In the event such reorganization results in changes in job classifications, the Employer agrees to negotiate wage rates and conditions of employment with the Union. In the event an agreement is not reached, wages and conditions of employment shall be subject to the Grievance Procedure.

Section 12. Uniforms

a) All employees shall receive the following uniforms, which shall be replaced by the Employer as needed:

- |                    |                                   |
|--------------------|-----------------------------------|
| 4 summer shirts    | 1 Sam Brown belt                  |
| 4 winter shirts    | 1 Garrison Hat                    |
| 3 trousers         | 1 raincoat and rain cover for hat |
| summer windbreaker | 1 holster                         |
| winter jacket      |                                   |

Uniforms will be repaired, maintained and replaced by the Employer as needed. Employees shall receive a one hundred fifty dollar (\$150.00) annual uniform allowance.

This allowance will be given to employee in the first pay of the fiscal year. New employees will be given allowance upon completion of probationary period.

- b) An employee holding the classification of investigator and/or detective shall receive a \$400.00 clothing allowance per year. This allowance will be given to employee in the first pay of the fiscal year.
- (c) Licensed Officers who have 25 years or more of service with the City of Hastings Police Department at the time of their retirement from the City shall be provided with a "retirement badge" upon retirement.

Section 13. Rest Periods - Employees shall be granted a minimum rest period of eight (8) hours before having to report back to duty, except in cases of emergency.

Section 14. Ammunition - Ammunition will be furnished and replaced as needed as determined by the Chief of Police.

Section 15. Pension – Full-time employees hired before July 1, 2010 shall be provided with a defined benefit "Bridge" pension plan administered by Municipal Employees Retirement System of Michigan (MERS). Pension benefits under the plan shall be determined according to the terms and conditions of the plan using final average compensation calculations of 5 years (separately for the two parts of the bridged benefit – "frozen FAC") and benefit multipliers of 2.5% for service accumulated prior to September 1, 2011, and 2.25% for service accumulated thereafter. The minimum age and service required for unreduced benefits shall be 50 and 25 years respectively (F50/25). [Effective 07/01/2017] Employees shall contribute 2.10% of eligible payroll to the cost of the plan.

Either the Union or the City, or both, may request that a new supplemental actuarial valuation be made at future times during the life of this contract to determine the then current cost difference between the B4 plan and B2 Bridge plan. The requesting party will pay for the cost of such valuation. If the parties jointly request a new valuation, the cost shall be split equally. The results of a new valuation study shall be applied in the pay period next following receipt of such results. The Employee contribution may either increase or decrease based on the new study. In no event shall such increase or decrease be applied retroactively. Employee contributions shall be made through payroll deductions.

Full-time employees hired after July 1, 2010 and after the adoption date of the Plan

will be covered by the MERS Hybrid Plan H (Plan). The Plan will consist of a Defined Benefit (DB) component with a 1.0% benefit multiplier and a Defined Contribution (DC) component. The City will make contributions to the DC component of the Plan in an amount equal to 10% of the employee's payroll less the cost to the City of the DB component of the Plan. The employee will be responsible for a minimum 1% contribution to the DC component of the Plan, and will be allowed to make additional post-tax voluntary contributions as allowed under the Plan, MERS regulations, and any applicable laws. Employees will be 100% vested for employer contributions to the DC component of the Plan after five (5) years of service. Vesting in the DB component of the plan shall be after six (6) years of service.

Section 16. Entire Agreement Clause - This Agreement supersedes and cancels all prior verbal agreements between the City of Hastings and the Union. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 17. Drug Testing

I. Purpose

- A. To establish a safe, healthy, working environment for all employees.
- B. To ensure the reputation of the Department and its employees as good responsible citizens, worthy of public trust.
- C. To reduce the incidents of accidents and injury to persons or property.
- D. To offer the employee the opportunity for assistance toward rehabilitation, to overcome the addiction to or dependence upon, any drugs or alcohol as long as no illegal activity is involved or under investigation.

II. Definitions

- A. Employee - All personnel employed by the Hastings Police Department.
- B. Supervisor - Employees assigned to a position having day-to-day responsibility for supervising subordinates, or responsible for commanding a work element.
- C. Drug Testing - A urinalysis or other test administered under approved conditions and procedures to detect drugs.
- D. Reasonable Objective Basis
  - 1. An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, which would induce a reasonably intelligent and

prudent person to believe the employee was under the influence or using drugs / narcotics.

2. A reasonable ground for belief in the existence of facts or circumstances warranting an order to submit to a drug test.
3. A written articulating of facts and reasons for requesting a test under the Reasonable Objective Basis must be complete prior to receiving the results of the Drug Test.

### III. Policy

- A. Any statutory defined illegal use of drugs by an employee, whether at or outside Police Department employment is strictly prohibited.
- B. For the well-being and safety of all concerned, the manufacture, consumption, possession, ingestion, or reporting for work under any influence of alcohol, illegal substances or illegal drugs such as, but not limited to, marijuana, narcotics, stimulants, depressants, hallucinogens, etc., is strictly prohibited.
  1. Such consumption, possession, ingestion or being under the influence shall not occur on the City's time, premises, equipment, or job site in any way or at any other time or place while in the course of employment.
- C. An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.
  1. Should the employee's prescribing physician indicate that the known side effects of the drug make it dangerous for the employee to safely work, the employee shall notify the employer/supervisor.
- D. The City intends to give consideration to persons with dependencies as it does to employees having a disease or illness. However, the City cannot condone the use of illicit drugs or the abuse of legal drugs or alcohol. With the abuse of legal drugs or alcohol, constructive disciplinary measures may be utilized to provide motivation to seek assistance. Normal City benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process. However, the sale, purchase, transfer, use, or possession of illegal drugs or drugs which have not been legally obtained by employees is prohibited. Arriving for work under the influence of drugs or alcohol is also prohibited. In such

cases, disciplinary action, up to and including termination, will be imposed. It is the intent of the City, however, to encourage and assist such employees in treatment or rehabilitation whenever appropriate.

#### IV. Test

Urine testing of employees can be an effective means by which to identify those in need of counseling, treatment or disciplinary action. The urine testing program is intended to supplement, not replace, other means by which the use of drugs and alcohol can be detected. Testing will be performed by a laboratory certified by the National Institute of Drug Abuse (NIDA).

- A. If a supervisor has a reasonable suspicion to believe an employee has violated this policy the employee shall be required to submit to an immediate urine test to determine whether or not the employee is under the influence of alcohol, a controlled substance or illegal drugs. The employee may be placed on administrative leave pending the results of an appropriate test.
- B. On request by a supervisor an employee shall submit to a test and release of test results to the employer, failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action.
- C. Test shall be given pursuant to the procedure as outlined in Appendix A or prior arrangements at a site determined by the department and union.
- D. After the test has been given and the results known:
  - 1. The employee will be put back to work with full pay for time lost, should the test results be negative; or:
  - 2. Shall be subject to discipline, including discharge, should the test results be positive.

#### V. Procedure

##### A. Drug Testing / Urinalysis

The supervisor may order a test:

- 1. When there is a reasonable objective basis to believe that an employee is impaired or incapable of performing their assigned duties.
- 2. Where there is reasonable objective basis to support allegations involving the use, possession or sale of drugs or narcotics.
- 3. Where there has been the use of force or accident involving a life

threatening injury that requires hospitalization or involves death.

4. A drug test may be part of a routine physical examination if such physical examination is required for promotion or specialized assignment.

Test results reporting the presence of illegal drugs or narcotics in excess of those specified in Appendix B, or the use of prescription drugs without a prescription or the abuse of any drugs will be submitted as a part of a written complaint by the supervisor, consistent with the terms of this article.

- B. The procedure for administering the urinalysis program is outlined in Appendix A of this policy.
- C. Responsibility

Failure to comply with these provisions may be used as grounds for disciplinary action. Refusal by an employee to take the required drug test or follow these provisions will result in immediate suspension from duty pending final disciplinary action.

## VI. Employee Assistance

- A. An employee whose test has been confirmed positive for the first time and is not under investigation for an illegal activity will be required to enroll in an assistance program for evaluation to determine if the employee is in need of treatment for drug/alcohol dependency. If treatment is recommended by the counselor, continued employment will depend on the successful completion of the recommended therapy, and negative results of retests up to three (3) times within one (1) year from the date of completion of the treatment program, regardless of the time since the first offense, a second offense will result in termination of employment. The steward may be present during the interview prior to sending an employee for substance abuse testing if desired by the employee. An employee who refuses to enter an assistance program will not continue to be employed by the City.
- B. An employee may continue to work, even though under the influence of a legal drug, if the Employer has determined, after counseling with medical professionals that the employee does not pose a threat to his or her own safety or the safety of co-employees and members of the public and the employee's job performance is not adversely affected by the legal drug. Otherwise, the

employee may be required to take a leave of absence or comply with other appropriate action.

NOTE: Any employee who uses, illegally possesses, sells, attempts to sell or in any other way distributes drugs or alcohol on City Property or during work hours will be discharged. Law enforcement officials may be notified of such conduct.

## APPENDIX A

### Blood and/or Urinalysis Procedures

#### A. Obtaining Urine Samples

1. The employee designated to give a sample must be positively identified prior to any sample being obtained.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Specimen samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

#### B. Processing Urine Samples

1. The testing or processing phase shall consist of a two-step procedure.
  - a. Initial screening step.
  - b. Confirmation step.
2. The urine sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.

3. The confirmation procedure should be technologically different than the initial screening test.
4. The testing method selected shall be capable of identifying marijuana, cocaine, and every major drug abuse including heroin, amphetamines and barbiturates. Laboratories utilized for testing will be certified as qualified to conduct urinalysis or drug testing.
5. The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and/or any State of Michigan Agency that determines certification for employment. In addition, the laboratory selected shall use NADA or MLEOTC recommended laboratories security procedures or equivalent.
6. Any confirmatory test shall be done by chromatography/mass spectrometer.
7. If the first test is positive, a confirming test shall be run by a second approved laboratory as outlined in B5 if it is requested by the affected employee. If the second test is positive the employee will bear the full cost of this test. In the event the second test is negative, the employer will bear the full cost of this test. Employees, who have participated in the drug test program where no drugs were found, shall receive a letter stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

C. Chain of Evidence-Storage

1. Where a positive report is received, urine specimens shall be maintained under secured storage for a period of not less than 60 days.
2. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of evidence.

D. Urinalysis Test Available

The following analytical methods for the detection of drugs in the urine are currently available and may be used:

1. Chromatographic Methods
  - a. TLC (Thin Layer Chromatography, recommended for initial step), or HPLC (High Performance Thin Layer Chromatography).
  - b. GLC (Gas Liquid Chromatography).
  - c. GC/MS (Gas Chromatography/Mass Spectrometry, recommended for

- confirmation step).
- d. HPLC (High Pressure Liquid Chromatography).
- 2. Immunological Methods
  - a. RIA (Radioimmunoassay).
  - b. EMIT (Enzyme Multiplied Immunoassay Technique) recommended for initial screening step.

APPENDIX B

<u>Drug/Metabolite</u>	<u>Decision Level</u>
Amphetamines	1000 ng/ml
Barbiturates	300 ng/ml
Cocaine metabolites	300 ng/ml
Marijuana metabolites	100 ng/ml
Opiates	300 ng/ml
Phencyclidine (PCP)	25 ng/ml

Confirm using Gas Chromatography/Mass Spectrometry (GC/MS)

Section 18. Field Training Officers shall receive the equivalent of one-half hour of straight time pay for each work day they are assigned a trainee.

ARTICLE XXVI

DURATION, TERMINATION AND MODIFICATION OF THIS AGREEMENT

Section 1. This Agreement shall be effective as of its execution and continue in full force and effect until 11:59 June 30, 2022.

Section 2. If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) days prior to the termination date. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year of termination.

Section 3. If either party desires to modify, alter, renegotiate, amend or change this Agreement, it shall give written notice of amendment sixty (60) days prior to termination date or any subsequent termination date in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter,

renegotiate, amend or change this Agreement, given in accordance with this Section, 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 all subjects of amendment have been disposed of by agreement or withdrawal at that date. Any amendments that are agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notice referred to above, the parties shall begin to hold negotiations no later than forty-five (45) days prior to the termination date.

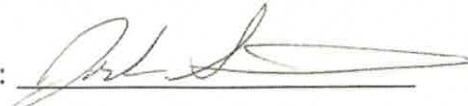
Section 4. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union, Police Officers Labor Council of Michigan, 667 E Big Beaver Rd, Suite 205, Troy, MI 48083, and if to the Employer, addressed to the Mayor and City Manager, 201 E State St, Hastings, Michigan 49058, or to any other such address the Union or the Employer may make available to each other.

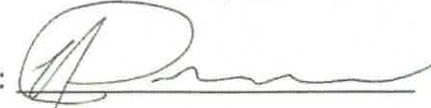
CITY OF HASTINGS

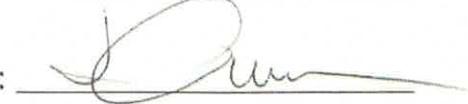
BY:   
David J. Tossava, Mayor

BY:   
Jane M. Saurman, City Clerk

HASTINGS POLICE OFFICERS ASSOCIATION

BY:   
Josh Sensiba, President

BY:   
Nate Pickett, Vice President

BY:   
Jason Owen, Business Agent

SCHEDULE A

	EFFECTIVE 7/1/2019	EFFECTIVE 7/1/2020	EFFECTIVE 7/1/2021
PATROL OFFICER			
Start	<b>\$16.14</b>	<b>\$16.62</b>	<b>\$17.12</b>
6 months	<b>\$17.75</b>	<b>\$18.28</b>	<b>\$18.83</b>
1 year	<b>\$20.18</b>	<b>\$20.79</b>	<b>\$21.41</b>
2 years	<b>\$22.59</b>	<b>\$23.27</b>	<b>\$23.97</b>
3 years	<b>\$25.46</b>	<b>\$26.22</b>	<b>\$27.01</b>
SERGEANT	<b>\$27.30</b>	<b>\$28.12</b>	<b>\$28.96</b>

DET. SGT. Upon successful completion of the probationary phase, the pay will reflect a \$1.00 per hour additional pay above the present Sergeant hourly rate.