



**AGREEMENT**

**between the**

**City of Auburn Hills**

**and the**

**Police Officers Labor Council / Patrol**

**Effective January 1, 2020 – December 31, 2023**

## **INDEX**

### **POLC – Police Officers Unit**

Article		Page
I.	Recognition	1
II.	Non-Discrimination	2
III.	Union Membership & Check-off of Union Dues	2
IV.	Indemnification	3
V.	Union Representation	3
VI.	Grievance Procedure	4
VII.	Discipline & Discharge	5
VIII.	Union Use of City Equipment	6
IX.	Seniority	7
X.	Layoff Defined	8
XI.	Sub-Contracting	8
XII.	Recall Procedure	9
XIII.	Transfers	9
XIV.	Maintenance of Conditions	9
XV.	Savings Clause	9
XVI.	Performance Evaluation Ratings	10
XVII.	Law Enforcement Professional Liability Insurance	10
XVIII.	Veterans Rights and New Job Classification	10
XIX.	No Strike - No Lockout	10
XX.	Economic Matters	11
XXI.	Drug Testing Policy	11
XXII.	Promotions	11
XXIII.	Personnel Records	11
XXIV.	Emergency Financial Manager	11

### **Appendix A - Wages & Benefits**

Section 1.	Uniform Purchase and Maintenance	12
Section 2.	Life Insurance	12
Section 3.	Health/Optical/Dental Insurance	13
Section 4.	Holidays	15
Section 5.	Leave Time Bank	16
Section 6.	Duty Connected Injury Pay	17
Section 7.	Court Time	18
Section 8.	Overtime	18
Section 9.	Work Schedule	21
Section 10.	Staff Assignments	22
Section 11.	Jury Duty	24
Section 12.	Tuition Reimbursement	24
Section 13.	Sick Leave	25
Section 14.	Non-duty Connected Short Term Disability (STD) Non-duty Connected Long Term Disability (LTD)	26
Section 15.	Fringe Benefit Continuation & Limitation	26

Section 16.	Funeral Leave	27
Section 17.	Leave of Absence	27
Section 18.	Pension	27
Section 19.	Part-Time Officers and Event Assignments	30
Section 20.	Time Off	31
Section 21.	Wages	32
Section 22.	Duration	33
Signature Page		33
Appendix B	Drug Testing Policy	34
Appendix C	Union Dues Check Off Card	45
Appendix D	Detective and Sergeant's Promotional Process	46
Appendix E	Supplemental Agreements	49

This Agreement is made and entered into on the Eleventh day of November, 2013, by and between the City of Auburn Hills hereinafter referred to as the "Employer", and the Police Officers Labor Council hereinafter referred to as the "Union". It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the Employer and employees which will best serve the citizens of the City of Auburn Hills.

## **Article I      RECOGNITION**

- A. The Employer recognizes the Union as the exclusive representative of the employees of the Auburn Hills Police Department for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

All Police Officers excluding the Chief of Police, Command Officers, Detectives, Police Auxiliary, and all other employees of the City of Auburn Hills.

- B. Management Rights - It is understood and agreed that the Employer has all the customary and usual rights, powers, functions and authority of management except as those rights, powers, functions and authority are specifically abridged or modified by this Agreement.

The Union recognizes the Employer's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the City of Auburn Hills in the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards and this contract.

Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its rights in the following matters, when in its discretion it may determine it advisable to do any or all of the following:

- (1) to manage its business generally;
- (2) to decide the number and location of City buildings;
- (3) to decide all machines, tools and equipment to be used;
- (4) to move or remove any City facility
- (5) to maintain order and efficiency;
- (6) to determine the qualifications of employees;
- (7) to determine the job content not in conflict with this Agreement;
- (8) to determine the number of hours to be worked not in conflict with this Agreement;
- (9) to make such reasonable rules and regulations, not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and effective operation of the City, and after two weeks advance notice thereof to the Union and the employees to require compliance therewith by employees.

## **Article II      NON-DISCRIMINATION**

The Employer and the Union reaffirm their commitments that there shall be no discrimination in hiring or in any term or conditions of employment because of race, religion, color, national origin, age, sex, height, weight, marital status, or handicap in accordance with applicable law.

## **Article III      UNION MEMBERSHIP & CHECK-OFF OF UNION DUES**

A.      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.

B.      Each employee who becomes a member of the Union must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment is voluntary, not conditioned upon present or future membership in the Unions, and revocable at any time upon written notice to the Union and the Employer. Employees who choose to become members of the Union may resign their membership at any time by notifying the Union. Upon notice of resignation from Union membership and/or revocation of dues authorization and assignment, dues deductions shall continue for a period not to exceed six (6) months.

C.      The Employer shall retain original Application for Union Membership and Authorized Dues Deduction Cards and the Union shall retain copies of the Cards. The Employer shall not deduct any dues from any employee without a Card signed by the employee.

D.      The Union will protect, save harmless, and indemnify the employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the Agreement. In the event a claim, demand, or lawsuit of any kind or character is filed by an employee, his/her executors, assigns, heirs, or any other third party, on account of the Employer actions in administering Article III of the Contract, the Employer shall have the right to hire, retain, or consult legal representation of its own choosing and as herein above described, the Union shall be obligated to reimburse all expenses incurred by the Employer in defending such actions.

E.      Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

F.      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.

G.      If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).

H.      The employer agrees to deduct Union dues once each month from the pay of the employees who have requested that such deductions be made.

#### **Article IV     INDEMNIFICATION**

The Employer shall indemnify and save all Employees harmless from any and all claims, suits or alleged civil rights violations, and liability of whatsoever kind and nature arising while in the course of employment and while acting within the scope of his or her authority. In addition, and not by way of limitation, the Employer shall, upon request, provide such Employees with legal representation with regard to matters which arise in the course of such Employee's duties and shall pay all damages, losses, expenses, costs and fees related to such legal claims and representation.

#### **Article V     UNION REPRESENTATION**

Section 1.     The City agrees to recognize a Committee composed of not more than three (3) employees in the bargaining unit, one of whom shall be the President of the bargaining unit, plus a non-bargaining unit representative of the Union's choosing. The Union shall furnish to the City a written list of the members of the Committee, and shall advise the City in writing of any changes in such membership and any alternate members of the Union Committee. No member or alternate shall function as such until the City has been so advised by the Union. The Committee shall represent the Union in meetings with the City for the purpose of collective bargaining and for the purpose of administration of this Agreement.

Section 2.     Three (3) members of the Union Committee shall participate in collective bargaining negotiations with the City during times mutually agreeable to the parties. No more than two (2) members of the Committee shall be from one shift. The City shall pay up to two (2) members of the Committee for actual working time lost during the negotiations. Should only one member of the Committee be regularly scheduled to work during the time set for the negotiations, a second member of the Committee shall be reassigned to the shift during which the negotiations are occurring for the day of the negotiations.

Section 3.     One Committee member will be permitted to leave his/her work, after obtaining approval of his/her supervisor and recording his/her time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his/her grievance. Permission for a Committee member to leave his/her work station will not be unreasonably withheld. The Committee member will report his/her time to his/her supervisor upon returning from a grievance discussion.

The privilege of a Committee member to leave his/her work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that he/she will continue to work at his/her assigned job at all times except when permitted to leave his/her work to handle grievances, subject to grievance procedure, Step 1. All other Union business shall be conducted after working hours.

Section 4.     "Special Conferences" to discuss matters of mutual interest may be arranged by agreement of the parties and shall be scheduled at the discretion of the Chief of Police. An agenda of the matters to be discussed shall be presented at the time the "special conference" is requested. Generally, not more than three (3) representatives from the City and three (3) representatives from the Union shall attend although others may be invited by mutual agreement.

Representatives of the Union shall not receive overtime, but shall not lose time or pay for time spent in the "special conference".

## **Article VI     GRIEVANCE PROCEDURE**

Section 1.     A grievance is defined as a complaint by an employee concerning the interpretation, application, or violation of any provisions of this Agreement. The procedure for adjusting a grievance shall be as follows:

Step 1: An employee having a grievance will reduce the grievance to writing. The aggrieved employee shall sign the written grievance or a union representative may sign if more than one employee is aggrieved. The written grievance shall be presented by the committee member to the Chief of Police within five (5) days of the occurrence, or, within five (5) days of when the grievant had knowledge of the event giving rise to the grievance. The committee member and the Chief of Police shall, within five (5) days after receiving the grievance, meet to discuss the grievance, and the Chief of Police shall give a written response within five (5) days after the meeting.

Step 2: Any grievance not settled in Step 1 shall be submitted by the Union Committee member to the City Manager or designee within five (5) days after receipt of the Step 1 answer. The City Manager or designee may within five (5) days after receiving the grievance meet with the Committee President to discuss the grievance. The POLC Representative may be present at this meeting. The City Manager or designee shall render a written response within five (5) days after the meeting or no later than ten (10) days after the grievance was appealed in Step 1.

Step 3: If the grievance remains unsettled, the Union may, within five (5) days after receipt of the Step 2 answer, request either mediation or arbitration by submitting written notice to the City Manager or designee. If mediation is requested and if the City mutually agrees the grievance shall, within ten (10) days after receipt of the Step 2 answer, be submitted to the National Center for Dispute Settlement (NCDS) with a mutual request for submission to mediation pursuant to NCDS Grievance Mediation Rules.

Step 4: If the grievance remains unsettled after mediation, or if the parties did not mutually agree upon mediation pursuant to Step 3, then within twenty (20) days after the conclusion of mediation, or within twenty (20) days after the Step 2 answer, whichever is applicable, the Union may file a Demand for Arbitration with the Federal Mediation and Conciliation Service (FMCS) and the procedures of that agency shall apply. The parties shall have fifteen (15) days from receipt of the FMCS panel in which to mutually agree upon an arbitrator or else either party may request FMCS to appoint an arbitrator.

The power of the arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to rule upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The fees and expenses of the arbitrator shall be equally shared by the parties. The decision of the arbitrator shall be final and binding on both the Employer and the Union.

## Section 2.

- (a) Any grievance not appealed within the time limits from one step of the grievance procedure to the next will be considered settled based upon the previous decision.
- (b) Any grievance not answered by management within the time limits shall be considered appealed to the next step.
- (c) Any of the steps of the grievance procedure as well as the time limits may be waived by mutual agreement in writing.

## Section 3.

- (a) Saturdays, Sundays and holidays are excluded in the determination of the time limits specified in this article.
- (b) Any and all grievances resolved at any step of the grievance procedure prior to arbitration shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.
- (c) At any time during the grievance procedure the union may file a written request with the employer for specific items of information related to the grievance. Upon receipt of the written request from the union, the employer shall provide to the union each specific item of information requested which exists, is available and is subject to disclosure under the Michigan Freedom of Information Act. The information will be provided by the employer to the union in accordance with the timelines of the Michigan Freedom of Information Act.

## **Article VII    DISCIPLINE AND DISCHARGE**

The City has the right to discipline and discharge employees for just cause. In any case where employee disciplinary action is necessary, the following disciplinary options are available to the Department.

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Section 1. Appeals Process - All cases of discipline may be processed as a grievance, beginning with Step 1 of the grievance procedure.

Section 2. The Employer agrees that upon imposing discipline A – D, the Union shall be notified in writing of the action taken only upon request of the employee. The Employee shall be given a copy of any written disciplinary action.

Section 3. Investigation interview. Whenever a member is under investigation and subjected to interview by his/her Supervisor and/or Chief of Police which could lead to disciplinary action, discharge, or criminal action or charges, such investigation interview shall be conducted under the following conditions:



- (a) The employee shall be informed that he has the right to Union representation during such interview, provided however, that the interview shall not be unreasonably delayed.
- (b) A member charged in a Departmental, administrative investigation may have a copy of his/her own audio recorded interview made by Department authorities.

Section 4. In the event disciplinary action B-D is imposed, the employee shall be entitled to Union representation. The employee shall be informed of his/her right to Union representation prior to the time such disciplinary action is imposed.

Section 5. If any employee is ordered to make an oral or written statement regarding the employee's alleged criminal conduct, he shall comply subject to the receipt of Miranda or Garrity warnings and shall be given a reasonable time to act in accordance with such rights. After an employee is ordered to make a written statement in response to such alleged criminal misconduct on his/her part, he shall have the opportunity to confer with his/her Union representative prior to complying with the order.

Section 6. Any claim for back wages as a result of reinstatement from a suspension or discharge shall be limited to the amount of base wages that the employee would have earned.

Section 7. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.

Section 8. Oral reprimands and letters of counseling to be removed one year from the date of the issuance, written reprimands shall be removed two years following the date of the discipline, suspensions removed four years from the date of the discipline with the exception of any suspension of more than 30 days in which case the suspension shall remain in the personnel file indefinitely.

Section 9. The City agrees to allow employees who are suspended without pay to engage in "Regular Off-Duty Employment" as defined in the Department's General Order. Any secondary employment shall otherwise be in compliance with the General Order and the City's Secondary Employment Policy.

## **Article VIII UNION USE OF CITY EQUIPMENT**

- A. The Employer shall assign a bulletin board which shall be used by the Union for posting notices bearing the written approval of the Union President, and which shall be restricted to:
  - (a) Notices of Union recreational and social affairs;
  - (b) Notices of Union elections;
  - (c) Notices of Union appointments and results of Union elections;
  - (d) Notices of Union meetings;
  - (e) Other notices of bona fide Union affairs which are not political or libelous in nature.

The Union will assume full responsibility for all material placed on the bulletin board.

- B. The City shall provide the Union with space for a file cabinet which shall be provided by the Union and shall be the Union's property.
- C. The City agrees to allow Union Board members and Shift Stewards to use the Report Writing room or duty station computers to write and print grievances; compose grievance adjustments; type notes of meetings with management, send emails to the Police Chief, City Manager's Office and their Union Business Agent. Such agreement does not invalidate the City's rules governing city email and computer use. The Union acknowledges that use of the City email system does not indicate a right to privacy using the City computer systems.
- D. Union Board members and Shift Stewards are also permitted to use the City's fax machines to send correspondence to the Union Business Office. Union Board Members and Shift Stewards may use the City copiers for copies intended for the Union Business Office. Union Board Members and Shift Stewards may use the city phones, faxes and email to consult with the Labor Agent regarding grievances. The Union agrees that no email notifications to union members or copying of material intended for the union membership will occur on City copy machines. The Union will assume full responsibility for all material emailed, faxed or copied on the City equipment which is communicated or copied as union material.

## **Article IX     SENIORITY**

Except as otherwise provided under Appendix A, Section 24 (d) thru (e), an employee shall be regarded as on probation for the first twelve (12) months of continuous employment. Upon satisfactory completion of the probationary period, an employee shall acquire seniority which shall date back to the date of hire into the department. During the probationary period there shall be no responsibility for reemployment if an employee quits, is laid off, or is discharged for any reason. A probationary employee shall not have access to the grievance procedure concerning his/her layoff, discharge, or separation from the department.

When an employee acquires seniority, his/her name will be placed on the seniority list in order of seniority. The Employer will keep the seniority list up-to-date at all times and in the event of change, will provide the local Union with an up-to-date copy at least every six (6) months.

### **Section 1.     Seniority Lists:**

- (a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- (b) The seniority list on the date of this Agreement will show the names and job titles of all employees entitled to seniority.

### **Section 2.     Loss of Seniority: An employee shall lose seniority for the following reasons only:**

- (a) He/she resigns.
- (b) He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

- (c) He/she is absent for three (3) consecutive working days without notifying the Employer. In the event the employee is incapable or unable to advise the Employer for reasons or causes beyond the control of the employee, an exception shall be made, provided the employee has acceptable written reasons. After such absence, the Employer will send written notification to the employee at the last known address that he/she has lost seniority, and employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) Return from sick leave and leaves of absence will be treated the same as © above.
- (f) He/she retires.

**Article X      LAYOFF DEFINED**

- A. The word “layoff” means a reduction in the working force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees within a department classification will be laid off according to low seniority. Any seniority employee so removed from his/her classification may exercise his/her seniority over a lower seniority employee in any other department, where he can perform the job. Employees exercising bumping rights shall bump an equal or lower classification.
- C. In proper cases, exceptions may be made. Disposition of those cases will be a proper matter for a special conference and if not resolved, it then shall be subject to the grievance procedure.
- D. Employees to be laid off for an indefinite period of time shall have at least seven (7) calendar days’ notice of layoff. The local Union’s secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

**Article XI      SUB-CONTRACTING:**

The Employer agrees that in the event any work presently performed exclusively by the bargaining unit employees is moved outside the bargaining unit, the Employer will discuss the movement of work with the Union in order to provide for the protection of the seniority of the employees involved. In no event shall any seniority employee who customarily performs the work in question be laid off as a direct or indirect result of work being performed by any outside contractor. The foregoing shall not affect the right of the City to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty work which a vendor must perform to prove out equipment.

## **Article XII    RECALL PROCEDURE**

When the working force is increased after a layoff, the employees will be recalled according to seniority in reverse order of layoff. Notices of recall shall be sent to the employee at his/her last known address by telegram or certified mail. If the employee fails to respond within five (5) working days or fails to report for work within ten (10) working days of the notice of recall he/she shall be considered a voluntary quit unless unusual circumstances are the cause.

Employees shall notify the Employer of any change of address or movement during a layoff period.

## **Article XIII   TRANSFERS**

If an employee is transferred to a position within the Police Department not included in the bargaining unit and is, within one year from the date of their original transfer out of this unit, thereafter transferred again to a position within the bargaining unit, said employee shall have accumulated seniority while working in the position to which they were transferred. If an employee returns to this bargaining unit more than one (1) year from their original date of transfer out of this bargaining unit, their seniority shall be based on their accumulated seniority up to the date of their original transfer out of this bargaining unit. (In other words, seniority shall be frozen at the date when a member leaves the bargaining unit and no additional seniority will accumulate if the member returns to the unit more than one year from the date when they were originally transferred from the unit) Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits including retirement as provided for in the Agreement.

## **Article XIV   MAINTENANCE OF CONDITIONS**

Wages, hours, fringe benefits, terms and conditions of employment in effect at the execution of the Agreement shall, except as provided herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of execution of this Agreement unless specifically altered or reduced by the written terms of this Agreement.

## **Article XV    SAVINGS CLAUSE**

If any article or section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such article or sections to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Employer, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

## **Article XVI PERFORMANCE EVALUATION RATINGS**

Each employee shall be rated by his or her immediate Supervisor.

Upon completion of the rating, employees will be personally informed of their respective evaluations by the immediate Supervisor who prepared the evaluation. The original copy shall be placed in the employee's departmental file.

The evaluation document content and methods shall be evaluated by a committee of Department stakeholders including both union members and management.

Any employee who wishes to review his/her performance evaluation with the Chief of Police must make a written request to the Chief of Police within two weeks of receiving his/her copy of the evaluation and must identify each area he wishes to review and cite a brief basis for reviewing that area. The matter will be discussed with the Chief of Police as expeditiously as circumstances permit. Upon request, the employee may have a Union representative at the meeting with the Chief of Police.

Performance evaluations shall be removed from the departmental file after a two year period.

It is specifically agreed that no aspect of this Article shall be subject to the grievance procedure.

Performance evaluations shall not be used for discipline.

## **Article XVII LAW ENFORCEMENT PROFESSIONAL LIABILITY INSURANCE**

The City agrees to maintain the present liability insurance coverage in effect so long as it is reasonably available. A certificate of insurance will be provided annually to the Union.

## **Article XVIII VETERANS' RIGHTS AND NEW JOB CLASSIFICATION**

Section 1. The re-employment rights of the employees and probationary employees who are veterans will be limited by applicable laws and regulations.

Section 2. When any position not listed on the wage schedule is filled or established, the City may designate a job classification and rate structure for the position. In the event the Union does not agree that the rate is proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure.

## **Article XIX NO STRIKE - NO LOCKOUT**

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown or any violation of any State Law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and all such persons shall immediately cease the offending conduct.

**Article XX    ECONOMIC MATTERS**

The Agreement between the parties on economic matters are set forth in Appendix A attached hereto and are incorporated into this Collective Bargaining Agreement, subject to the terms and conditions hereof.

**Article XXI    DRUG TESTING POLICY**

The drug testing policy as contained in Appendix B will continue.

**Article XXII    PROMOTIONS**

The promotion of unit members to the position of Detective or Sergeant shall be in accordance with the process outlined in Appendix G of this agreement.

**Article XXIII    PERSONNEL RECORDS**

Contents of an officer's departmental file and official personnel file in the Personnel Office shall be treated with confidentiality to the extent permitted by law. All officers' files shall be kept in accordance with the Employees' Right to Know Act, MCL 423.501(ff).

During regular City Management Office hours and within 72 hours of his request, an officer shall have the right to review his/her personnel file. An officer may review his/her personnel file during his/her regular duty hours without loss of pay, but not more than two times per calendar year.

**Article XXIV    EMERGENCY FINANCIAL MANAGER**

The parties to this Agreement recognize that an Emergency Manager appointed pursuant to PA 436 of 2012 may act to reject, modify, or terminate this collective bargaining agreement.

## **APPENDIX A**

### **WAGES AND BENEFITS**

#### **Section 1. Uniform Purchase and Maintenance**

- (a) The City shall assume responsibility for cleaning and replacement of uniforms for Patrol Officers.

*The City will purchase and provide the following list of equipment for each of its Patrol Officers: one weapon, two pair of handcuffs, one flashlight, one shirt badge, one coat badge, one wallet badge, one Sam Browne belt with holster, handcuff case, key holder, ammunition holder, keepers, and radio holder if required, one garrison belt, one whistle, one name badge, all department issued medals, one tie bar, one chemical spray with belt holder, five winter shirts with patches, five turtlenecks with AHPD embroidered collars, one trooper style hat, five pair of pants, five summer shirts with patches, one winter knit hat, one winter coat, one summer jacket, two ties, one reversible raincoat, one pair of shoes, one pair of boots, two BDU or fatigue uniforms, one bulletproof vest, one gear bag, one clipboard and one hat badge.*

- (b) All equipment shall remain the property of the Auburn Hills Police Department.
- (c) Officers assigned to a non-uniformed position shall receive a clothing/cleaning allowance of \$300 per calendar year, prorated, and paid quarterly.
- (d) Ballistic vests shall be replaced in accordance with National Institute of Justice recommendations.

#### **Section 2. Life Insurance**

The employer shall continue to pay the premium to maintain life insurance in the amount of one and one half (1 1/2) times annual salary for employees with less than five (5) years of service, and two (2) times annual salary for employees with five (5) or more years of service.

In lieu of the above described life insurance benefit the employer shall pay the premium to maintain a life insurance policy equal to 5 times the annual salary for each Police Officer covered by the defined contribution plan described in Section 20.

#### **Life Insurance Reduction Schedule**

Employees who are in full time active status and who have attained the age of 65 shall have their life insurance benefit reduced by 35%. From and after age 65, employees who remain employed in full time active status shall receive another reduction of an additional 15% once they have attained the age of 70.

### **Section 3.     Health/Optical/Dental Insurance.**

- (a) Unit members shall have the option to select hospitalization and medical insurance coverage under the HMO/EPO and PPO provided by the employer. The HMO/EPO shall have a \$20 PCP/\$40 specialist office visit co-pay, \$40 urgent care visit co-pay, \$100 emergency room visit co-pay. The in-network deductible shall be \$500/\$1,000. Co-insurance is 80/20% to \$1,000 single/\$2,000 couple or family. The PPO shall have a \$25 PCP/ \$50 specialist office visit co-pay, \$50 urgent care visit co-pay, \$100 emergency room visit co-pay. The in-network deductible shall be \$750/\$1,500. In-network co-insurance is 80/20% to \$1,000 single/\$2,000 couple or family. Out-of-network co-insurance is 50/50% to \$5,000 single/\$10,000 couple or family. The Employer will provide optical care for the employee and family. The plan will provide for an examination, lens and frames once every twelve (12) months with a \$10.00 co-pay. The City shall offer a medical insurance buyout to employees covered under this agreement at the rate of \$130.00 per payroll period as an addition to each payroll based on twenty-six pay periods per year should the employee elect to no longer take the City's health care insurance. This waiver of insurance shall apply only to the medical portion of coverage and not to the dental or optical portions. Should the employee lose coverage from another source, the employee may elect to once again take coverage and to relinquish their right to the monthly buyout. The City shall require that the employee provide proof of insurance coverage from another source (including spouse and dependent coverage where applicable) prior to the City granting buyout payment. In any case, the annual buyout payment shall not exceed 1/3 the cost of the annual premium amount of the medical coverage. Payments for the medical insurance buyout shall not be included as part of the pension calculations for final average compensation.
- (b) The employer shall continue the flexible benefit plan available for payment of the deductibles with pre-tax dollars.
- (c) Qualifying employees or their eligible dependents shall be permitted to convert the present health plan to individual insurance policies pursuant to COBRA provisions in the event of termination or death. The administration fee shall not exceed 2% of monthly premium.
- (d) The employer agrees that the Union shall be notified and involved in evaluating any new medical.
- (e) The City will provide insurance as stated in this section for Police Officers who complete 25 years of service, regardless of age, beginning with actual date of retirement. Otherwise, an employee shall qualify for medical insurance coverage as currently defined at the minimum age of 50 with at least 15 years of service and Police Service Officers who retire and who are at least 55 years of age at time of retirement with at least 15 years of service (normal-retirement age, as defined in the "Pension Plan").

For Police Officers who meet retirement eligibility requirements, the City will provide a hospitalization and medical insurance prescription drug plan. This medical insurance is available to retiree and spouse only, and will not cover any dependents. Dependent care hospitalization and medical insurance and prescription drug plan for children (only) of the retiree, those of which are children of record two years prior to retirement, shall be



made available until the child reaches his/her twenty-sixth birthday and meeting eligibility requirements of the policy. Such policy shall be provided for the retiree and paid by the retired employee at the rate of 102% of the difference between couple coverage and the applicable rate. Upon the death of the retiree, the City will continue to make available the medical insurance coverage to the surviving spouse.

Effective January 1, 2012, all unit members who retire after that date shall have hospitalization and medical insurance and prescription drug coverage equivalent to those in the active bargaining unit. This section shall be applicable only to retiree coverage level and cost of co-pays, deductibles, and co-insurance, but shall not impose any additional cost upon the retiree such as premium sharing.

The hospitalization and medical insurance coverage provided above shall be the HMO/EPO plan. A retiree may elect to be covered under the PPO plan, subject to availability, only if the retiree's primary residence is not within the State of Michigan and the HMO/EPO or equivalent then in effect is not available in the retiree's state of primary residence. Proof of primary residency shall be required.

Notwithstanding the above, if both the HMO/EPO and PPO plan is not available in the retiree's primary residence, the City will pay directly to the insurance company supply coverage for the retiree. The City's obligation will be limited to the dollar amount of the HMO/EPO then in effect for active employees.

- (f) Should a retiring employee have another source of health care insurance available, an election must be made as to which health care policy the employees will be covered under. Should the retiring employee elect to continue the other policy, the City will not supply dual coverage.
- (g) The employer will continue a Dental Insurance Policy for all eligible employees and dependents to provide an 80/20 co-pay with a \$1,000 annual per person cap. An annual prophylaxis is required or co-pay reverts to 50/50. Orthodontics coverage shall be included to provide a \$1,000 lifetime limit per family member and a 50/50 co-pay.
- (h) The employer shall provide a prescription drug plan with a three-tier co-pay system of \$10/\$30/\$80 with a mail-in program of two times the applicable co-pay. Those drugs categorized in our formulary as Specialty Drugs as determined by the plan manager shall have a 35% co-pay. Availability of specialty drugs shall occur only after all other drug therapies have been exhausted as determined by the plan manager. The prescription drug plan shall be managed by a plan manager and the employees subject to provisions of the plan; including mandatory generics and changes from time to time in the drug formulary which may change the category in which drugs are placed.
- (i) For all new hires after January 1, 2012, the Employer shall provide a RHS plan in lieu of any retirement health care and prescription coverage with the Employer contributing 3% of base pay and the Employee contributing 5% of base pay, with a vesting schedule of 10% per year with full vesting at ten years of service.  
Union and Employer, in a MOU dated March 28, 2016 agreed to terminate contributions to the RHS plan in (i) above and redirect the 3% employer contribution to a 457 plan. RHS plan balances in employee accounts at that time were frozen and the employer

contributions were fully vested, and no further contributions may be made to them. Termination of the RHS plan shall not be in any way interpreted in any forum as a diminishment of retirement health care benefits on behalf of those employees.

- (j) In the event that an employee with three or less years of full time service suffers a line of duty death, the City shall pay the premiums for all insurance and benefits to the employee's spouse and qualifying dependents for a period of time not to exceed ten (10) years, re-marriage where the new spouse is eligible for health care, or surviving spouse is eligible to obtain his/her own health care from another source, whichever is the lesser of the three. In the event that an employee with more than three years of full time service suffers a line of duty death, the City shall pay for all insurance and benefits to the employee's spouse and qualifying dependents until such time of re-marriage where the new spouse is eligible for health care, or surviving spouse is eligible to obtain his/her own health care from another source, whichever is less; or until such time of the surviving spouse becomes Medicare eligible at which time the policy shall become a Medicare supplemental policy. In no case shall the City provide coverage for anyone new beyond the surviving spouse (excluding current pregnancy) and qualifying dependents at the time of duty death.
- (k) The Employer may opt to implement either PA 152 cap on an annual basis. The Employee contribution shall be collected by way of twenty four or twenty six equivalent Payroll deductions.

#### **Section 4.     Holidays.**

- (a) The following ten (10) holidays shall be recognized and observed as paid holidays:

Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day

For the above holidays worked or not worked, employees shall be paid for said holidays in one lump sum in the first pay day in December each year.

Holidays under this section are considered to be 8 hours per holiday.

- (b) Employees who work their regularly scheduled twelve (12), ten (10) or eight (8) hour shift on a holiday will be paid at the rate of time and one half for those regular scheduled hours worked.
- (c) Employees who are assigned to positions working a Monday through Friday, dayshift assignment, examples being: School Liaison Officer, Court Officer, Oakland County NET Officer, FBI Task Force Officer, Special Investigations Officer, and Community Engagement Officer shall take a paid day off on any City holiday defined as a day when City Hall is closed. Officers in those positions may be directed to work by order of the Chief of Police or her/his designee and in that case, shall be subject to Section 4(c) of this Agreement covering compensation for work hours on a holiday.

## **Section 5. Leave Time Bank**

Fringe benefits pertaining to personal time off (formerly known as vacation time, personal business time, and floating holidays) and sick leave shall accrue on a monthly basis in months occurring which the employee is in pay status on-half of the calendar month. Unpaid days and days in which an employee receives STD, LTD, or Worker's Compensation benefits extending more than six calendar months, shall not be considered pay status days.

- (a) Employees shall qualify for annual leave time upon their anniversary date of employment in accordance with the following schedule:

<u>Length of Service</u>	<u>Allotment</u>	<u>Hours Earned Per Month</u>
Date of Hire through end of second year	144 hours	12
Three years but less than four years	168 hours	14
Four years but less than five years	184 hours	15.33
Five years but less than six years	192 hours	16
Six years but less than seven years	200 hours	16.67
Seven years but less than eight years	208 hours	17.33
Eight years but less than nine years	208 hours	17.33
Nine years but less than ten years	216 hours	18
Ten years but less than eleven years	224 hours	18.67
Eleven years but less than twelve years	232 hours	19.33
Twelve years but less than thirteen years	240 hours	20
Thirteen years but less than fourteen years	248 hours	20.66
Fourteen years but less than fifteen years	256 hours	21.33
Fifteen years or more	264 hours	22

- (b) Employees are encouraged to take their leave time, but 40 hours of an employee's leave time may be carried forward. Employees shall not have more than 40 hours above their annual allotment on December 31<sup>st</sup> of each year. For example, an employee hired on or before December 31, 2013 with five years of service may not have more than 224 hours in their leave time bank on December 31<sup>st</sup>.
- (c) Employees on probation shall accrue leave time. However, the leave time shall not be used until 120 days after the date of hire.
- (d) Leave time shall be submitted no sooner than thirty days, with the exception of first and second pick vacations (see Section f). Employees shall use leave time in whole hour blocks.
- (e) For the purpose of scheduling, first and second pick vacations will be taken in a minimum of forty hour blocks and a maximum of ninety-six hour blocks.
- (f) All annual vacation pick will be selected from annual vacation pick sign up which will be posted for thirty days with the April shift pick. The department will make every effort to approve first pick vacations first and foremost, and then give priority to second pick vacations above all other contractual time. All vacation requests after April 30 shall be granted on a first request basis. All annual vacation picks will be selected from an annual

“Vacation Pick Sign Up” from which shall be posted with the April shift pick. The form shall contain space for each member to choose one “First Pick” priority vacation slot and a “Second Pick” vacation slot. Only the first pick will be guaranteed. All requests, whether “First” or “Second” must be submitted on the proper form or within the electronic scheduling system thirty days prior to the date of the first requested day. Failure to submit the request by that date forfeits any right for any time period, regardless of sign up status.

The “Vacation Sign Up” form shall be posted for thirty days. The department will approve one block of up to ninety-six hours leave time for each requesting individual who signed up during the shift pick period unless an emergency is declared by the Chief of Police.

- (g) Employees will then make a second vacation pick with each employee granted a vacation by seniority provided it does not interfere with any previously granted vacation.
- (h) All vacations shall require prior approval and shall be at the discretion of the Chief of Police.

Leave time is accrued monthly. Any employee who ends employment with the City for any reason and has completed their probationary period shall receive compensation for any earned but unused leave time. Probationary employees whose employment ends for any reason shall not receive leave time payout.

#### **Section 6. Duty Connected Injury Pay.**

- (a) The employee shall immediately notify his/her supervisor of any duty connected injury and shall comply with other Department regulations concerning injury reports.
- (b) Provisions of the Michigan Worker’s Compensation Act shall apply to all duty connected accidents or injuries of the employees in the line of duty.
- (c) The employee shall receive 80% of his/her gross pay exclusive of all deductions for duty connected injuries for up to one (1) year in conjunction with Worker’s Compensation.
- (d) No employee will be entitled to compensation insurance during periods of convalescence from injuries received in the regular performance of his/her duties in addition to his/her regular compensation. Any compensation insurance due to an employee of the City under the provisions of the City compensation insurance policy during the convalescence period in which he/she is being paid his/her regular compensation shall be endorsed and paid to the City Treasurer by the employee.
- (e) In the event an employee is unable to work because of a duty connected injury, the City will continue life insurance on the employee until date of return or normal retirement date, whichever occurs first. An employee who is unable to work due to duty connected injury shall be continued on the City’s hospitalization and medical insurance and prescription drug coverage from the date of the injury for a period of up to five years or until other coverage is obtained by the employee, whichever comes first. If an employee

is offered hospitalization and medical insurance and prescription drug coverage at their new place of employment, they are required to select the coverage and notify the City of their new coverage. The City will then cancel their City hospitalization and medical insurance and prescription drug coverage. If the employee separate from the new employment prior to the end of five years, the employee shall be eligible to be continued on the City's hospitalization and medical insurance and prescription drug coverage for the remainder of the five years. For an employee to be eligible for this clause, the employee will be unable to perform police work, but would be able to perform work in other professions. An employee unable to perform police work will be determined by an IME qualified physician.

In the case of a catastrophic injury as determined by an IME qualified physician, in which the employee is unable to work, coverage shall continue until their normal retirement age as defined in the pension plan at which time they will convert to the retiree medical coverage in effect at that time. However, should the employee become eligible to receive Medicare benefits, the City's obligation shall be limited to providing a Medicare supplement policy.

If there is a disagreement with the IME qualified physician's determination regarding the ability to do police work or a catastrophic injury, the union member may obtain a second opinion at the member's expense. Should there be a disagreement between the doctors' opinions, then the parties shall mutually agree to a third party physician's opinion whose determination shall be binding on all parties. If the parties cannot mutually agree to select the third physician, the matter shall be arbitrated. The arbitrator's sole decision shall be to select the third party physician only. The arbitrator's selection of the third party physician is final and binding on all parties.

#### **Section 7. Court Time.**

Employees who are required to be in court during non-working hours, shall be guaranteed a minimum of three (3) hours court time at time and one-half rates.

The City will compensate employees for travel time from the station to the court in a City vehicle on a schedule to be developed by the Department based upon distance and average travel time required. City vehicles are to be used only for court trips more than 12 miles one way. Prior approval of shift commander required. Where an immediately prior court assignment is involved, officers may be ordered to begin their regular shift if their court assignment ends within two hours of their regular shift start time.

#### **Section 8. Overtime.**

- (a) Employees shall be eligible to receive one and one-half times their regular hourly rate in the following circumstances:
  - (1) Overtime will be paid for all hours worked past 12 hours when an officer is assigned to a 12 hour day, or any hours worked past 10 hours when an officer is assigned to a 10 hour day, or any hours past 8 hours when an officer is assigned to an 8 hour day.

(2) When members are scheduled for training or upon mutual agreement between the employer and employee(s).

(3) Employees called in for overtime will receive a minimum of two (2) hours at the time and one-half rate, provided however that employees who have arrived on the premises and are asked to start work early, or are already on the job and asked to stay over, shall receive pay at the time and one-half rate, but the two (2) hour minimum shall not apply.

(b) Holiday Overtime:

The City will pay double time to employees for all hours in excess of eight (8) when assigned to an eight hour day, or in excess of ten (10) when assigned to a ten (10) hour day, or in excess of twelve (12) when assigned to a twelve hour day.

(c) Comp-Time Bank:

(1) At the employees option, up to forty (40) overtime hours per contract year may be credited to an overtime bank. Upon working the overtime the employees shall elect at that time to receive compensation or to apply the overtime hours to the Comp-Time Bank. Overtime hours not banked shall be paid in compensation. No more than forty (40) comp-time hours per contract year may be banked or used.

(2) Comp-time banks shall be paid off at the end of each calendar year, based upon hours accumulated in that year, and at the rate applicable when earned. Paychecks shall be issued the first pay day in January. The new year shall start a new bank.

(3) Comp-time shall be in full hours only, partial hour requests will not be approved.

(4) Employees may elect to take comp-time pay only in January of each year. Comp-time will be paid at the rate earned.

(d) Patrol Officer Overtime

Patrol Officer overtime will be divided into two subsections: Road Patrol Overtime and Extra Duty Overtime. Road Patrol Overtime and Extra Duty Overtime shall be tracked separately by POSS. The Road Patrol Overtime bank will be reset in POSS on January 1<sup>st</sup> of each year. The Extra Duty Overtime banks in POSS will be reset on January 1<sup>st</sup> of each year.

(1) Road Patrol Overtime shall be defined as overtime that does not fall into the category of Extra Duty Overtime. Road Patrol Overtime shall be divided into two subsections: Short Notice Overtime and Posted Overtime. Examples of Road Patrol Overtime: shift overtime, shift extension, court time.

Short Notice Overtime is defined as any overtime forecast on less than 24 hours notice.

- a) Short Notice Road Patrol Overtime is defined as any overtime posted within less than 24 hours notice.
  - i. Short Notice Overtime shall be offered to the Officer with the least amount of total road patrol overtime hours worked who are scheduled to work on the shift prior to and after where the vacancy is occurring.
  - ii. If there is no volunteer, the supervisor shall order persons working the shift prior to and after where the vacancy is occurring with the least amount of road patrol overtime hours worked. In the event of a tie, the Officer with less seniority shall be ordered.
- b) Posted Road Patrol Overtime is defined as overtime that the Department has posted for patrol or staff assignment where the Department has forecast a need for personnel with more than 24 hours notice. The Department will fill that need by posting the time as an open shift in POSS for the date needed.

Posted overtime that has been posted for a minimum of ten days may be assigned to any volunteers in accordance with the language in this section. If there are no volunteers, the overtime will be assigned in accordance with the language in this section between 96 and 48 hours of the pending assignment, when possible.

- i. Overtime is posted in 4 hour blocks of time. Volunteers for 3 blocks of time or the entire 12 hour shift shall have priority for assignment, over volunteers who only sign up for one 4 hour block.
  - ii. Posted overtime shall be assigned according to number of total road patrol overtime hours worked with the employee having the lowest number of hours worked given the overtime assignment. In the event of a tie, the assignment shall go to the employee having seniority.
  - iii. If there is no volunteer, the Officer having the least number of total road patrol overtime hours worked will be assigned the order. In the event of a tie, the Officer with less seniority shall be ordered.
  - iv. No officer can be ordered more than twice consecutively in any given week, Sunday to Sunday except in case of an emergency. The Officer with the second lowest amount of road patrol overtime hours worked will be ordered instead.
- (2) Extra Duty Overtime is defined as any overtime not classified as Road Patrol Overtime. Examples of Extra Duty Overtime are: Great Lakes Crossing Outlet, school events, Chrysler events, 5k runs, Top Golf, or private business special events.
  - a) Extra Duty Overtime shall be assigned according to number of total Extra Duty overtime hours worked with the employee having the lowest number of hours worked given the overtime assignment. In the event of a tie, the assignment shall go to the employee having seniority.

- b) If there is no volunteer, the Officer having the least number of total Extra Duty Overtime hours worked will be assigned the order. In the event of a tie, the Officer with less seniority shall be ordered.
- (3) Grant Detail Overtime is defined as traffic enforcement overtime funded by grants. Examples of Grant Detail Overtime are: Click It or Ticket, OWI enforcement.
  - a) Grant Detail Overtime shall be assigned according to number of total road overtime hours worked with the employee having the lowest number of hours worked given the overtime assignment. In the event of a tie, the assignment shall go to the employee having seniority.
  - b) An Officer must meet qualifications to work specific events. An example would be an Officer must be SFST certified to work OWI details.

## **Section 9.**

### **A. Work Schedule:**

- (a) Work schedules showing the employee's shifts, work days and hours shall be posted in the Department at all times.
- (b) The regular hours of work each day shall be consecutive except that they may be interrupted by a 45-minute lunch period and two 15 minute breaks.
- (c) Patrol officers will work 12 hour shifts with one day being an 8 hour day during each pay period. Each officer will work six 12 hour days and one 8 hour day in each pay period. Officers will follow the Pitman 12 hour schedule (example: work Mon & Tue, off Wed & Thu, work Fri, Sat & Sun, off Mon & Tue, work Wed & Thu, off Fri, Sat & Sun) which will be repeated every pay period (2 weeks).

### **B. Shift Times**

Shifts will be broken down into 4 platoons. Hours will be 6:00 am to 6:00 pm for day shift platoons and 6:00 pm to 6:00 am for night shift platoons. It will be required that at least one officer be assigned to come in one hour early each shift as the "early car".

Each officer must work one 8 hour day in each pay period. 8 hour work days will be either 10:00 am to 6:00 pm or 6:00 pm to 2:00 am.

### **C. Trading Work Days**

Union members may trade leave days under the following guidelines:

- (a) No trade can create overtime or any staffing shortages
- (b) Exchanged days must occur within the next payroll period
- (c) May be authorized as a permanent trade for the 6 month period or less.



#### **D.     Training**

The city and union have historically been flexible in adjusting leave days for officers in order for staff to attend training and maintain appropriate staffing levels on the road. It is the intent of both parties to continue this practice so that officers can attend training that enhances their professional development and increases the level of service the city provides to the community. The following outline for training days does not take away an employee's contractual right to request overtime for attending training on a day off. All scheduling adjustments or overtime approvals will be made prior to attending the training during the training request process.

1.    1 day (8 hour training day)
  - a.   Employee will flex their 8 hour short shift during the pay period and assign it to the training day.
  - b.   Employee may choose to not move their 8 hour day and will be required to return to work after training for four hours on the road.
2.    2 days (16 hours of training)
  - a.   The first day the officer will be required to move their 8 hour short day to the training day.
  - b.   The second day would be considered a 12 hour day and the employee would be compensated for 12 hours regardless if the training is only 8 hours that day.
  - c.   Employee may choose to return to work each day and work 4 hours on the road to equal 12 hours worked each day.
3.    3-5 days (24-40 hours of training)
  - a.   The first two days would be handled the same as the 2 day training procedure. Employee's schedules will then be adjusted so that it equals 80 hours of pay during the pay period. The city will only pay an additional 4 hours of pay for the entire training block as outlined in the 2 day training procedure.

The city will take into account the distance required to travel for each training course. In the event the training is at a long distance (example: Lansing, Grand Rapids) these training courses may be approved as a 12 hour training day instead of 8 hours.

Officers assigned to ten (10) hour shifts may choose to return to work after an eight (8) hour training day or schedule the additional two hours of work on another scheduled work day. Training location and distance of travel will be considered in determining if additional time needs to be rescheduled.

#### **Section 10.   Staff Assignments.**

- (a)   All Seniority Police Officers shall be permitted to pick their shifts within their classification on a six (6) month basis by seniority. Such employees may change shifts with other employees in their classification upon approval from the Chief of Police.

- (b) Officers will be allowed to pick their 8 hour “short” day for the 6 months (example: every Tuesday is an 8 hour day). Only one officer each day will be assigned an 8 hour day per platoon, unless more than 7 officers are assigned to a platoon.
- (c) Staff assignments shall take effect in October and April each year. The schedule for each 6 month period shall be posted in September and March, no less than thirty (30) days prior to the new staff assignments taking effect. Employees who are not in pay status at the time shift pick selection is posted and who have a scheduled return to work date which falls within the duration of the staff assignment being considered, shall continue to receive a shift pick. However, the employer shall be allowed to assign employees to a shift until the absent employee returns to pay status. In order to fill any vacancy on a shift created by an employee(s) who are not in pay status, probationary employees shall be reassigned first followed by non-probationary employees being reassigned on a reverse seniority basis from each other shift. The Union and the City shall agree to either shorten or lengthen the staff assignment in effect following the effective date of this contract in order to implement this provision.
- (d) Retail District Assignments

The mall positions will be staffed by patrol officers whose duties will be defined by the current police officer job description, and or current union contract.

Retail District staffing will be accomplished as follows:

1. One position filled from patrol staff for a term of at least two years. That position can be extended by mutual agreement of the department and the officer.
2. Two positions filled by patrol officers on a temporary or one year rotation. Officers assigned in a one year rotation basis will be chosen during the normal shift pick as a “seniority pick”. If no interested officers elect this assignment, the lowest seniority officers will be defaulted into that position. Officers on probation may be assigned at the will of the department.

This section will be reviewed annually at the Fall shift pick by the City and the Auburn Hills POA to determine if the configuration of positions is satisfactory to both parties. Changes may be implemented upon the agreement by both parties.

- (e) Transfer and Rotation of Personnel
  1. For any open position for persons of Patrol Officer rank, a job description will be posted.
  2. Officers interested in the position shall submit a letter of interest within the time frame requested on the posting.
  3. Officers must have a least three (3) years of seniority with this department to apply, unless no one with three (3) years seniority applies.

4. Officers must be willing to give a commitment of one to three years, depending upon the need for the position.
5. Seniority will be considered as a factor toward appointment to the position.
6. Any officer not selected will receive an explanation regarding why they were not selected.
7. An officer transferred into any position can be removed from that position for valid reasons.
8. A review of the officer in any position will be conducted each year. The officer can be removed at that time for valid reasons and be replaced, or at any time thereafter.
9. The department may extend an officer's time in the position by mutual agreement.
10. The positions included are:

Troy Surveillance Team, NET, Directed Patrol Unit, Traffic Unit, School Liaison Officer, Court Officer, FBI Task Force, Retail District Officer, and Community Engagement Officer.
11. Selection will occur based on an oral interview of interested candidates. Past performance will be considered in selections.
12. Current SIU, NET, VCTF, CEO and SRO assigned officers may reapply for these coveted assignments. A current assigned officer however, will not be considered for re-appointment to these coveted assignments unless there are three (3) or less applicants for the desired position. An employee that has been out of a coveted position for one (1) year may be considered for re-appointment for a coveted assignment.

#### **Section 11. Jury Duty.**

An employee required to serve on a Jury will suffer no loss of pay or benefits. The employee's regular paycheck shall be issued and the employee shall endorse over to the City the amount he/she receives for jury service. Employees reporting for jury service shall automatically transfer to the day shift for the duration of such service. In the event jury service is performed on an employee's regular leave days, the City shall not pay compensation pursuant to this section for such leave days. Employees released from jury service before noon are required to report for duty for the remainder of the day shift.

#### **Section 12. Tuition Reimbursement.**

- (a) Classes taken on an individual basis separate and not part of a college degree program will be evaluated on their individual merit and approval/disapproval determinations made by the City Manager.

- (b) Tuition reimbursement will not be made in advance. The employee will pay for the course and be reimbursed upon proof of completion of the course with a grade "C" or better, and the submission of a signed affidavit may be requested stating reimbursement has not been requested or received from another source.
- (c) City reimbursement will be for tuition, mandatory fees (except for recreation fees) and required books. All books shall become the property of the Auburn Hills Police Department within ten days of completion of the course(s). Supplies and other expenses will be the employee's responsibility.
- (d) Reimbursement will apply to active employees only and will require prior approval from the Supervisor, Department Head and City Manager. Reimbursement will be limited to \$4,000 per person per calendar year for undergraduate tuition and \$3,000 per person per calendar year for post-baccalaureate education. Payment for tuition reimbursement shall not be included as part of the final average compensation calculations for pension.
- (e) Coursework and/or degree programs must be directly related to and those required for the employee's current position or one that exists within the City organization. However, if coursework is not related to a current position but is part of the degree related program, then coursework would be accepted.

Disputes arising out of the accreditation of coursework and/or degree programs will be determined by an opinion from the Registrar's office of Oakland University. Accreditation must meet or exceed the level of accreditation of Oakland University. Such determination is not subject to the grievance procedure.

### **Section 13. Sick Leave.**

- (a) All employees covered by this Agreement earn and are credited with eight (8) hours sick leave for each month of service, not to exceed ninety-six (96) hours per year.
- (b) Sick leave is provided to permit an employee to remain in a pay status while absent from work because of:
  - 1. Personal illness or injury.
  - 2. Pregnancy.
  - 3. Illness or injury in own family (mother, father, wife, husband, children, step-children residing within the employee's residence). Exceptions to this will be made for emergency illness of natural children not residing within the employee's residence.
- (c) Accumulation of sick leave may not exceed thirty (30) days at the end of any contract year. Employees will be paid for all accumulated sick days over thirty at the end of the contract year.
- (d) An absence of more than three (3) consecutive days shall require support of a Doctor's signed statement upon returning to work. The City may require an additional City Doctor's statement at the City's expense.

- (e) An employee upon termination by the City shall be paid for all unused accumulated sick days at straight time rates, provided he/she has completed his or her probationary period. Upon death or retirement, all unused sick leave shall be paid in full to the retiree or his/her beneficiary or estate.
- (f) When an employee expects to be absent from work due to illness, he/she shall notify or cause to be notified, his/her immediate supervisor by the beginning of that work day. An employee calling in sick may be required to verify his/her illness and/or visit the City's physician upon request of the City if abuse of sick time is suspected. The employee shall, upon his/her first day back to work, fill out a sick leave form and present it to his/her immediate supervisor. If the employee fails to do so, sick leave will not be paid.

**Section 14. Non-Duty Connected Short Term Disability (STD) and Non-Duty Connected Long Term Disability (LTD).**

- (a) The Employer agrees to pay the premium to provide the STD insurance policy presently in effect. The weekly benefit shall be  $66 \frac{2}{3}$  of the employee's base weekly salary.
- (b) The Employer agrees to pay the premium to provide the LTD insurance policy presently in effect. The monthly benefit shall be  $66 \frac{2}{3}$  of the employee's base monthly salary.
- (c) The employer shall endeavor to fill any vacant position resulting from a non-duty connected injury after a period of 2 years from the last date worked by the employee including the ending date of light duty if applicable. The displaced employee, upon being certified as able to return to work, shall immediately notify the employer and shall be entitled to the next open position which becomes available within the unit for which they are qualified. The employer shall notify the displaced employee within 10 days of a position becoming available and shall specify the position available and the date and time when the employee shall report for work. If the employee fails to report for work on the date so directed by the employer, they shall be deemed to have resigned their position.

**Section 15. Fringe Benefit Continuation and Limitation.**

- (a) With the exception of Health, Dental and Life Insurance, all other fringe benefits including Holidays, Vacations, Sick Leave Days and Personal Leave Days shall accrue on a monthly basis in months in which the employee is in pay status one half of the calendar month. Unpaid days and days in which an employee receives STD, LTD or Worker's Compensation benefits shall not be considered pay status days.
- (b) When an employee is on an authorized leave of absence due to illness or injury, said employee's Health, Dental and Life Insurance shall be continued for a six (6) month period provided, however, that in the event the absence is caused by a duty connected injury, Health, Dental and Life Insurance shall be continued as set forth in the Duty Connected Injury Section of this Agreement. Upon termination of the City's obligation to pay Health, Dental and Life Insurance Premiums, the employee may convert to an individual policy in accordance with COBRA provisions.

## **Section 16. Funeral Leave.**

In the case of death occurring in the employee's immediate family requiring his/her absence during a duty period, the employee (upon request) shall be granted a leave of absence with pay for such period not to exceed five (5) consecutive work days (as will be necessary in the particular circumstances), one day of which shall be the day of the funeral. "Immediate family" is defined as the employee's wife, husband, children, step-children, brother, sister and parents.

In the event of the death of other family members, a leave of absence not to exceed three (3) consecutive work days shall be granted in accordance with the above guidelines. "Other family members" are defined as grandparents, grandparents-in-law, grandchildren, parents-in-law from current spouse, and step-parents.

Employees shall be allowed a one (1) day leave of absence with pay to attend the funeral of a brother-in-law, sister-in-law, aunt or uncle, provided that the day of the funeral occurs on the employees scheduled work day.

The Chief of Police or designee, under special circumstances determined solely by the Chief or designee, may grant up to five additional bereavement days to be taken from the employee's sick time bank for loss of a spouse, children, or step-children. Any denial is not subject to the grievance procedure.

The City reserves the right to require proof of relationship and attendance at the funeral. Additional time off may be granted from an employee's accrued leave time due to the relationship to the deceased or distance involved in attending the funeral.

## **Section 17. Leave of Absence.**

An employee may take a leave of absence without pay for a period not to exceed thirty (30) days when he/she has completed five (5) years of service with the City, upon approval of the Chief of Police and the City Manager.

## **Section 18. Pension.**

- I. The Defined Benefit Pension Plan shall continue to be provided for the employees covered by this Agreement. Details of the Plan shall be set forth in the Plan itself, which shall include the following elements.
  - A. For Sworn Police Patrol Officers.
    1. Normal Retirement: Those who complete 25 years of service, regardless of age, will qualify for employer paid medical beginning with actual date of retirement. Otherwise, an employee shall qualify for medical insurance coverage as currently defined at the minimum age of 50 with at least 15 years of service
    2. Vesting: Shall be at 50% at 5 years and 10% per year thereafter. 100% vested at 10 years.
    3. Monthly Retirement Benefit: The multiplier for pension calculation shall be 2.8% percent for all eligible years of service, up to 25 years. The retirement benefit

shall be calculated by multiplying the FAC (the employee's highest consecutive 5 year income average) by the number of eligible years of service by the pension multiplier (2.8%), with a 1.0 multiplier for all subsequent years beyond 25 years, to 80% maximum. Credited compensation shall include base pay plus overtime and longevity pay only, and shall not include holiday bonus days, sick bank payoff or other payments of any kind.

4. Employee Contribution:

During the duration of this agreement the credited compensation will be 7%.

5. Disability and death benefit as defined in the pension plan document. The disability provision described in the pension plan document shall be payable to qualifying unit members who have completed ten (10) years of credited service with no minimum age requirement.

6. Early Retirement as defined in the Pension Policy.

7. Cost of Living:

The amount of pension payable to each retiree whose service to the City has terminated and qualifies for normal retirement as listed above, shall be increased by 5% of the amount of the pension benefit which the participant is entitled to receive, when such benefit first becomes payable. Each January 1 thereafter the pension benefit shall be increased by the same dollar amount, beginning at retirement for a period of fifteen (15) years. Effective for employees who retire on or after January 1, 2012, the Cost-of Living-Allowance shall be modified from 5% to 2.5% of the amount of the pension benefit which the participant is entitled to receive, when such benefit first becomes payable. Each January 1<sup>st</sup> thereafter the pension benefit shall be increased by the same dollar amount for a period of fifteen (15) years.

II. Deferred Compensation Plan. In addition to the Defined Benefit Pension Plan, the City will implement a 401(k) compensation plan to be jointly funded by the employer and employee contributions. For each 3/4% of annual salary contributed by the employee, the City will contribute 1% up to a maximum 4% City contribution.

A. All employees shall be required to contribute at the 3% percent level in order to receive the City's maximum contribution.

B. The City's contribution shall vest to the employee at the rate of 20% per year based upon years of service with the Employer in a full time position. Employees having 5 or more years of service shall be fully vested.

C. Permanent and total disability will result in immediate full vesting.

D. In addition to the base contribution, employees may contribute up to 25% of their gross annual wages, not to exceed the maximum allowed by law.

- E. Further guidelines are set forth in Section 401(k) of the Internal Revenue Code and in the Plan as administered by Unified Employee Benefit Services.
- III. Defined Contribution Plan. For those employees in the unit covered by this Agreement hired on or after January 1, 2000, the City will provide a Defined Contribution Plan jointly funded by the employer and the employee. The Defined Contribution Plan is more fully described as an attachment to this Agreement.
- A. Employees in the unit covered by this agreement as of December 31, 1999, shall have the option to participate in the Defined Contribution Plan and shall transfer the actuarial value of their vested benefit from the Pension Plan described in Part I of this Section to the Defined Contribution Plan.
  - B. Employees in the unit covered by this agreement as of December 31, 1999, who choose to participate in the Defined Contribution Plan shall either:
    - 1. Freeze their account in the Deferred Compensation Plan described in Part II of this Section or,
    - 2. Transfer the full vested value of their account in the Deferred Compensation Plan described in Part II of this Section to the Defined Contribution Plan.
  - C. Employees in the unit covered by this Agreement as of December 31, 1999, who choose to participate in the Defined Contribution Plan shall no longer be eligible to participate in the Pension Plan described in Part I of this Section or the Deferred Compensation Plan described in Part II of this Section.

Effective January 1, 2000, any employee in the unit who is not covered by the employer's Defined Benefit Pension Plan shall be covered by this section as it relates to duty connected disability. Participants in the defined contribution plan shall also participate in a duty connected disability plan with provisions identical to those set forth in the defined benefit plan. The employer's liability for the disability benefit shall be offset by (1) any amount which may be payable pursuant to the Worker's Compensation Act, if applicable, and (2) the lifetime annuity value of the employee's 401(K) defined contribution retirement account, determined as of the effective date of the employee's disability related separation from service. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employer or the employee, including amounts transferred into the plan. The defined contribution will also include any amounts withdrawn from the 401(K) plan or leveraged or levied by the employee for any reason, regardless of whether it was by court order or voluntary decision. The value of any withdrawn amounts shall be calculated as though they remained in the plan and accrued income or value at the applicable rate of the remainder of the employee's assets in the plan.

IV. Voluntary 457 Plan Participation for Defined Contribution Plan Participants Only

Effective upon ratification by both parties and in the next reasonably available payroll cycle after ratification, the Employer will match dollar for dollar with the Employee, on a pre-tax basis, contributions to an employee's 457 plan on each payroll as follows: \$20, \$30, or \$40. Employee



contributions are not mandatory; however, employees will not receive an identical employer match to one of the amounts listed in this section if they do not contribute. Contributions are not tied to wages and therefore are not subject to overtime, rollup costs on benefits, or any other circumstance that would increase employer costs. Employees will make their annual election no later than December 1<sup>st</sup> for the following calendar year and may not change their election amount until the following election period ending December 1. Failure to make an election by December 1 shall prohibit the Employee from receiving the Employer contribution until the next year's election.

## V. Pension Board

A member of the union may seek membership on the City of Auburn Hills Pension Board by filing an application for appointment with the City Clerk.

## Section 19. Part Time Officers and Event Assignments

### I. Hiring.

- (a) All part-time officer candidates must meet the requirements which are set forth for the employment of full-time officers.
- (b) Part-time officers must complete the following employment process:
  - 1. Oral board review;
  - 2. Psychological testing;
  - 3. Physical examination;
  - 4. Extensive personal background investigation.

### II. Rate of Pay/Benefits.

- (a) The rate of pay for a part-time officer shall not exceed that of a probationary full-time officer.
- (b) Part-time officers will receive no fringe benefits.

Should a part-time officer be injured in the course of employment, medical expenses will be determined by management and current law.

- (c) Part-time officers are not eligible for AHPOA membership or agency fees.

### III. Miscellaneous.

- (a) Part-time officers will be limited to performing work related to activities at educational institutions in the City, except by special agreement between the Association and the City.
- (b) No officer shall be ordered more than two times in a pay period. When an Officer is ordered to work an event, the Officer shall only receive credit for the event if they actually work the event. (For purposes of determining the number of hours

worked, credit is received for working an event whether the Officer volunteers or is ordered).

- (c) Officers will not be ordered to work special events on an approved contractual day off.
- (d) Except with the permission of the Chief of Police or his/her designee, full-time officers are limited to working on overtime up to four (4) scheduled events per pay period at, Great Lakes Crossing, Top Golf and educational institutions in the city, or other scheduled overtime. This restriction excludes incidental overtime for court, training, holdovers, minimum personnel situations, or public safety emergencies.
- (e) Employees who have received a disciplinary suspension for sick time abuse in the past six (6) months shall not be eligible for voluntary overtime under this section.
- (f) Part-time officers will be assigned from a pool of fifteen (15) officers. For each additional full-time officer hired after January 1, 1992, the City may add one part-time officer to supplement the original pool of fifteen (15).

**Section 20. Time Off.**

All miscellaneous leave days, excluding sick time and vacation scheduled as part of the annual vacation pick outlined in section 5 of this contract, which are requested no sooner than thirty (30) days in advance shall be approved or denied by the employer within forty-eight (48) hours of the request being submitted directly to the employee's shift supervisor. Said requests shall be processed on a first come, first served basis. Once an employee has requested time off and received approval, this time cannot be canceled unless approved by the Chief of Police.

The administration will assign road or desk duty, on a rotating basis. The Union's proposed schedule will be considered.

**Section 21. Wages.**

**PATROL OFFICERS (hourly rates)**

<b>January 1, 2020 - 2.50%</b>	
<b>Start</b>	<b>24.66</b>
<b>1 year</b>	<b>27.46</b>
<b>2 years</b>	<b>30.25</b>
<b>3 years</b>	<b>33.38</b>
<b>4 years</b>	<b>36.54</b>
<b>5 years</b>	<b>36.91</b>

<b>January 1, 2021 - 2.00%</b>	
<b>Start</b>	<b>25.15</b>
<b>1 year</b>	<b>28.01</b>
<b>2 years</b>	<b>30.85</b>
<b>3 years</b>	<b>34.05</b>
<b>4 years</b>	<b>37.27</b>
<b>5 years</b>	<b>37.65</b>

<b>January 1, 2022 - 2.00%</b>	
<b>Start</b>	<b>25.66</b>
<b>1 year</b>	<b>28.57</b>
<b>2 years</b>	<b>31.47</b>
<b>3 years</b>	<b>34.73</b>
<b>4 years</b>	<b>38.02</b>
<b>5 years</b>	<b>38.40</b>

<b>January 1, 2023 - 2.00%</b>	
<b>Start</b>	<b>26.17</b>
<b>1 year</b>	<b>29.14</b>
<b>2 years</b>	<b>32.10</b>
<b>3 years</b>	<b>35.43</b>
<b>4 years</b>	<b>38.78</b>
<b>5 years</b>	<b>39.17</b>

- (a) Probationary period for newly hired or promoted Patrol Officers shall be one (1) year from first work day after completion of MCOLES certification, or first day of full-time employment, whichever is greater.
- (b) Newly hired officers with prior experience may be started at the base rate or an advanced salary step at the discretion of the Department, and upon completion of the probationary period may be increased on the salary schedule at the discretion of the Department.
- (c) Members of the unit who are assigned work in a higher classification in this unit or outside of this unit shall be paid the starting rate for the classification to which they are assigned. If the position to which the unit member is assigned does not have a formal

classification or pay structure, the Chief of Police and the employee shall attempt to agree on a rate of pay for the assignment.


**Section 22. Duration**


This Agreement shall remain in full force and effect from January 1, 2020 by both parties to 11:59 p.m. December 31, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

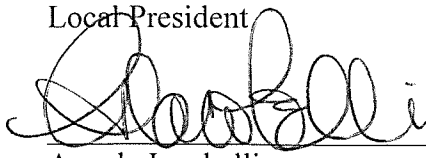
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

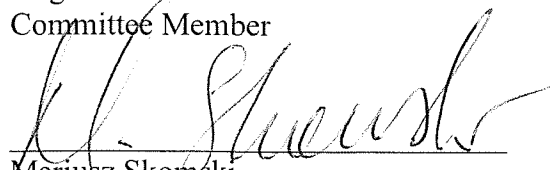
It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the City.

**POLICE OFFICERS LABOR COUNCIL  
of Michigan**

  
Chet Kulesza  
POLC Business Agent


  
Todd Raskin  
Local President

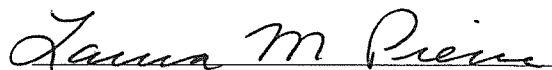
  
Angela Iacobelli  
Committee Member

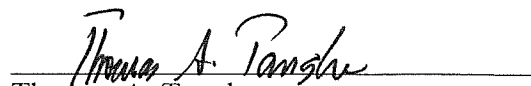
  
Mariusz Skomski  
Committee Member

Date: 2-24-2020

**CITY OF AUBURN HILLS**

  
Kevin R. McDaniel  
Mayor

  
Laura Pierce  
City Clerk

  
Thomas A. Tanghe  
City Manager

Date: 2/24/20

## **APPENDIX B**

### **DRUG TEST POLICY**

#### **I. PURPOSE**

The City of Auburn Hills and the Police Officers Labor Council of Michigan (POLC) have established a drug program covering sworn members of the Police Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation and provide all sworn officers with notice of the provisions of the Department drug testing program.

#### **II. POLICY**

It is the policy of this Department that the critical mission of law enforcement justifies maintenance of a drug free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an Officer's physical and mental health and, thus, job performance.

Where law enforcement Officers participate in illegal drug use and activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the Department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this Department will implement a drug testing program.

#### **III. DEFINITIONS**

- A. Officer -- Those Officers who have been formally vested with full law enforcement powers and authority and all Police Service Officers.
- B. Supervisor -- Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test -- The compulsory or voluntary production and submission of urine by an Officer in accordance with Departmental procedures, for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual

that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

- E. Probable Cause -- That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent man/woman to believe it is more probable than not that an Officer had committed or was committing an offense contrary to this drug policy.
- F. Probationary Officer -- For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the Department as a recently hired law enforcement Officer.
- G. MRO - Medical Review Officer -- The medical review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his or her medical history and any other relevant biomedical information.

#### **IV. PROCEDURES/RULES**

##### **A. Prohibited Activity**

The following rules shall apply to all applicants, probationary and sworn Officers, while on and off duty:

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Officer who unintentionally ingest, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.
4. Discipline of Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and regulations, policies and procedures and the current collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Officer determines that an Officer's drug test was positive; the Officer may be immediately relieved of duty, with pay, pending a Department investigation by Chief of Police or his/her designee. An expeditious investigation will be conducted.

##### **B. Applicant Drug Testing**

1. Applicants for the position of sworn law enforcement Officer and Police Service Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

2. Applicants shall be disqualified from further consideration for employment under the following circumstances:

- a. Refusal to submit to a required drug test; or
- b. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Probationary Officer Drug Testing

All probationary recruit Officers shall be required as a condition of employment to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief of Police or his/her designee. They may be tested prior to completion of the probationary period.

D. Officer Drug Testing

1. Officers will be required to take drug tests as a condition of the continued employment in order to ascertain prohibited drug use, as provided below.
2. The City and Union have agreed to a policy under which each employee of the Police Department may be required to undergo a drug screen on a random basis once every month, or whenever the City has probable cause or reasonable suspicion.
3. The names of all Officers shall be placed in a sealed container and shall be drawn out by a representative of the Union and the Chief of Police or designee. Two names will be drawn each month and these employees will be notified to promptly submit to a drug screen as prescribed herein. The Union Representative and the Chief of Police or designee, shall not reveal the names of those employees drawn until after the employee has been appropriately contacted by the Department.
4. The Chief of Police may order an Officer to take a drug test upon documented probable cause that the Officer is or has been using drugs in violation of this policy. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test.
5. Upon reasonable suspicion the Department may request, through the Union, that an Officer submit to a voluntary drug test. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.

Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.

6. Upon signing of this agreement, all members of the Union shall submit to a base line drug screen analysis, including the Director and Deputy Director(s). The Last Chance Agreement shall be available to any member who exhibits a positive test.
7. A drug screening test shall be considered as a condition of acceptance to a narcotic unit. Furthermore, the members of a narcotic unit will be tested randomly at least once every six months and also when they leave the unit. The members shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy.
8. Employees whose names are drawn shall be notified immediately by the Chief of Police or designee and will promptly submit to a drug screen at a designated facility. If attempts to notify the employee are unsuccessful, that employee shall submit to a drug screen immediately upon their return to work. Drug screens shall be conducted on compensated time.

E. Penalty

Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Auburn Hills Police Department's rules and regulations, and may include discharge from the Police Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

F. Rehabilitation Program

1. Under this program, any employee may volunteer to enter a drug education/rehabilitation program prior to the random test or prior to being notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in a City approved/supervised drug education program as directed by the City, followed by unannounced periodic testing for drugs.

With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/supervised out-patient treatment program as directed by the City. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstances may thereafter result in the employee's suspension and dismissal from the City. Furthermore, the failure to fully participate in and/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.

2. The drug education program and in-patient treatment referred to in this Section shall be paid for by the employee, subject to the City provided insurance program including out-patient treatment.
3. Employees will be allowed to use accrued sick leave benefits until such time as the City, based upon medical evidence, determines that they are capable of



returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the City, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of medical records.

G. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of Department drug testing, shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Officer to be tested before they enter the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each Officer to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the Officer divulge the necessary medical information to the Medical Review Officer that may have lead to a false positive test.
4. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an Officer enters it to produce a urine sample, and document that it is free of any foreign substance.
5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted to no more than eight hours to give a sample, during which time he/she shall remain in the testing area, under observation, however, the Officer may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his/her Union, prior to disciplinary action, should the original sample result in a legal dispute. The Officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the Officer and laboratory technician, and checked against the identity of the employee to ensure

the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time.

The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

#### H. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
  - a. initial screening test
  - b. confirmation test (if initial screening test is positive)
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until confirmation test results are obtained and verified by the MRO.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse listed herein or as modified by the MCOLES. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collective procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

#### Initial Test Level

	(ng/ml)
Marijuana metabolite .....	100
Cocaine metabolite.....	300
Opiate metabolite .....	300 *..
Phencyclidine .....	25
Amphetamines .....	1000
Barbiturates .....	300

\*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine

specimen that tested positive using a technologically different test than the initial screening method:

#### Confirmatory Test Level

Marijuana metabolite .....	15*
Cocaine metabolite.....	150**
Opiates:	
Morphine.....	300+
Codeine .....	300+
Phencyclidine .....	25
Amphetamines	
Amphetamine .....	500
Methamphetamine.....	500

\* Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\* Benzoylecgonine

+ 25ng/ml if immunoassay-specific for free morphine

Barbiturates .....300

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
7. Officer having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Officer's personnel file upon the Officer's Request.
8. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

#### I. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

#### J. Drug Test Results

All records pertaining to Department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the Officer's job duties.

K. Use of Marijuana

In accordance with Department policy on use of marijuana, an employee undergoing a scheduled drug screen which tests positive for marijuana may be suspended without pay for a period of thirty (30) days, required to satisfactorily participate in drug education program, and undergo periodic unannounced testing for a period of two (2) years. Any further use of any controlled substance, including marijuana, will thereafter result in dismissal.

Further, the employee's failure to satisfactorily participate in the drug education program shall constitute grounds for discharge. This policy in no way limits the Department's prerogative to appropriately discipline its members for conduct related to the use of marijuana.

L. Procedures for Implementation of the Last Chance Agreement

1. An Officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, if found guilty during Department disciplinary proceedings, be offered a Last Chance Agreement.
2. At the discretion of the Chief of Police, that Last Chance Agreement may also be offered to any Officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (Last Chance Agreement) must be signed by Department and employee.
4. Officer must attend the Employee Assistance Program and/or an authorized rehabilitation source.
5. Officer must sign a form releasing any and all information to management as may be requested.
6. Officer must complete a rehabilitation program as prescribed by the Employee Assistance Program and/or an authorized rehabilitation source.
7. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. Examination shall only screen for drug use and the physical impact of the prior drug usage.
8. Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
9. Once authorized to return to duty, the Officer must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.
10. The Officer shall be subject to the terms of this program for three (3) years after their return to work.

11. The Officer must agree in writing that the Officer will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term.
12. Officer must be advised that the Officer is not obligated to sign the Agreement and be advised he has the right to seek the council of his/her legal and/or labor representative.
13. Employees are eligible only once for Last Chance Agreement during course of their employment with the City of Auburn Hills.

## LAST CHANCE AGREEMENT

RE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on \_\_\_\_\_, and;

Whereas, the Auburn Hills Police Department will conditionally reinstate \_\_\_\_\_ to the position of \_\_\_\_\_, provided the Officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Auburn Hills Police Department and subject to the following terms and conditions being met and maintained:

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may be requested.
2. Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or a City authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. Examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorization to return to duty, the Officer must submit to a periodic urinalysis on a timetable as may be determined by the Chief of Police.
6. Upon clearance by the medical facility designated by the Chief of Police, \_\_\_\_\_ shall be returned to the Police Department as a \_\_\_\_\_.
7. Once returned to duty, Officer \_\_\_\_\_ will present themselves to the Department's employee assistance program for evaluation, and agree to, as well as follow any and all directives given to him/her by the employee assistance program or rehabilitation program for a period of three (3) years.

Officer \_\_\_\_\_ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the employees assistance program directives are grounds for discharge, subject to review pursuant to the Collective Bargaining Agreement of only the discharge for failure to follow E.A.P. directives.

8. Officer \_\_\_\_\_ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer \_\_\_\_\_ will be discharged from employment with the City of Auburn Hills, subject to review pursuant to the Collective Bargaining Agreement of only the discharge for a positive test result hereunder.
9. Officer \_\_\_\_\_ will be credited with seniority, for promotional purposes, for time separated from the Police Department between \_\_\_\_\_ and the date of return to duty. No other wage is due or owing and Officer \_\_\_\_\_ waives any claim thereto.
10. The Union shall withdraw with prejudice the Grievance # \_\_\_\_\_ and shall release and discharge Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and \_\_\_\_\_ from any and all claims relating thereto. Officer \_\_\_\_\_ shall release and discharge the Union and Employer for any and all claims relating to Grievance # \_\_\_\_\_, including but not limited to the processing and arbitration of this grievance. Further, Officer \_\_\_\_\_ releases the City of Auburn Hills and Union from all liability and claims he/she may have had or now has with respect to this employment with the City of Auburn Hills whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the Collective Bargaining Agreement of the City of Auburn Hills and the Police Officers Labor Council of Michigan.
11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
12. The parties agree that this Agreement is entered into as a full and final settlement of the above referenced matter, and is to have no presidential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.
13. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
OFFICER

\_\_\_\_\_  
DIVISIONAL INSPECTOR

\_\_\_\_\_  
POLC REPRESENTATIVE

\_\_\_\_\_  
CHIEF OF POLICE

**APPENDIX C**

**UNION DUES CHECK OFF CARD**

Name of Employer: City of Auburn Hills

Name of Employee: \_\_\_\_\_

Effective Date of Next Payroll Cycle: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings at least once a month, an amount established by the Union as monthly dues. The amount deducted shall be paid to:

**Police Officers Labor Council  
Suite 205  
667 E. Big Beaver Road  
Troy, Michigan 48083-1413**

Signature of Employee: \_\_\_\_\_

Employee's Mailing Address: \_\_\_\_\_  
Number Street City Zip

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



## **APPENDIX D**

### **CITY OF AUBURN HILLS** **POLICE DEPARTMENT** **DETECTIVE & SERGEANT** **PROMOTIONAL PROCESS**

#### **I. PURPOSE**

The purpose of this document is to define the promotional process used to select police detectives and sergeants.

#### **II. GOALS**

The goal of this promotional process is to identify the most qualified person for the position. It is the goal of this Department to be as fair and objective as possible in identifying the most qualified candidates.

#### **III. PROCEDURE**

The procedure for identifying candidates shall be as follows:

##### **A. Qualifications**

1. Prior to any posting of a promotional opportunity, the job description for the position shall be posted in a conspicuous place.
2. To qualify candidates who participate in the promotional process to detective or sergeant must have, on the date of the occurrence of the written test, a total of five (5) years of service as a full-time Police Officer with three (3) of those years in this department.
3. Applicants must meet all other qualifications named in the job description.

##### **B. Process**

1. A vendor or vendors shall be selected to conduct the promotional process based on quality of their work, references, price and any other factors deemed appropriate by the Chief of Police. The union shall be given an opportunity to make a recommendation related to selection of the vendor.

The process shall consist of:

##### **a. Written test**

1. Provided by the vendor as a part of the process.
2. Shall contain at least 20% content from this

Department's Rules, Regulations, General Orders and Operating Memorandums.

3. The bibliography shall be posted 60 days prior to the test date.
4. Contested test questions must be submitted to the Chief of Police in writing within 24 hours of the start time of the test. Contested test questions submitted outside of this time frame will not be considered. The Chief of Police will review contested test questions without prior notice of who answered the question correctly or not. Questions that have been officially rejected will apply to all testers without regard to who answered the question correctly or incorrectly.
5. Scores shall be posted as soon as possible using an identification number assigned to candidates at the written test.
6. A minimum score of 70% is required to proceed to the Assessment Center/Structured Oral Board from the written test.

b. Structured Oral Board

1. Impartial vendor shall select the board members and provide all materials and process to be used in accordance with commonly accepted practices for this type of process.
2. No current or prior employee of the Auburn Hills Police Department will participate in this portion of the process.

c. Promotional Potential (form #)

1. A promotional potential form will be completed on each candidate that successfully passes the test with a score of 70% or higher. Test score results will not be given until the promotional potential process is completed.
2. For candidates seeking the position of detective and sergeant, a promotional potential form will be completed by each Sergeant, and Lieutenant.
3. Promotional potential forms for each candidate will be tallied, and divided by the number of potentials completed for an average score (1-100). This average will then be multiplied by the weight of this category for promotional points.

4. Weighting

a. The process shall have the following weights:

1. Written test - 30%
2. Structured Oral Board 41%

3. Promotional potential 20%
- b. Additional Points
  1. 2 points assigned for completion of a bachelor's degree in applicable field prior to the process.
  2. 2 points assigned for completion of a master's degree in applicable field prior to the process.
  3. Seniority – ½ points (one half) per year up to ten years, not to exceed 5 points.

#### **IV. PROMOTIONAL LIST**

- A. Based on the results from the above promotional process, the candidates will be ranked by score and a promotional list will be formed.

The list will remain valid for one (1) calendar year from the date it was posted.

- B. The Chief of Police shall promote from the top three ranking candidates, subject to the concurrence of the City Manager.

#### **VI. FOLLOW-UP**

- A. Testing Process

The Chief of Police will hold an annual testing process meeting to allow open discussion/suggestions for change in future processes. This meeting will take place within 30 days of the posting of the final candidate positions. Changes to the promotional process will take place at the discretion of the Chief of police subject to language in this agreement.

- C. Chief of Police

The Chief of Police will meet with any candidate upon request for a review of their scores.

**APPENDIX E**  
**SUPPLEMENTAL AGREEMENTS**

- Settlement of Grievance No. 03-213 regarding tattoos/body art

**ICMA RETIREMENT CORPORATION  
PROTOTYPE PROFIT-SHARING PLAN & TRUST  
ADOPTION AGREEMENT  
#002**

Account Number \_\_\_\_\_

The Employer hereby establishes a Profit-Sharing Plan and Trust to be known as ICMA RC  
401k (the "Plan") in the form of the ICMA Retirement  
Corporation Prototype Profit-Sharing Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution profit-sharing plan.

☐ Yes ☒ No

If yes, please specify the name of the defined contribution profit-sharing plan which this Plan hereby amends and restates:

\_\_\_\_\_

I. Employer: City of Auburn Hills, Michigan

II. Prototype Sponsor:

Name: ICMA Retirement Corporation

Address: 777 N. Capitol Street, N.E.  
Washington, D.C. 20002-4240

Telephone Number: (202) 962-4600

III. The Effective Date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

\_\_\_\_\_

IV. Plan Year will mean:

☒ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 6.05(i) of the Plan.)

☐ The twelve (12) consecutive month period commencing on \_\_\_\_\_ and each anniversary thereof.

Normal Retirement Age shall be age 50 (not to exceed age 65).

VI. ELIGIBILITY REQUIREMENTS:

1. The following group or groups of Employees are eligible to participate in the Plan:

_____	All Employees
<u>X</u>	All Full-Time Employees
_____	Salaried Employees
_____	Non-union Employees
_____	Management Employees
_____	Public Safety Employees
_____	General Employees
<u>X</u>	Other (specify below)
<u>Members of City Council in accordance with the actions of the Compensation Commission</u>	

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personal manuals or other material in effect in the state or locality of the Employer.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be N/A (write N/A if an Employee is eligible to participate upon employment).

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VII. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows (choose one, if applicable):

☒ Fixed Employer Contributions With Or Without Mandatory Participant Contributions.

The Employer shall contribute on behalf of each Participant 9 % of Earnings or \$\_\_\_\_\_ for the Plan Year (subject to the limitations of Article VI of the Plan). Each Participant is required to contribute 0 % of Earnings or \$\_\_\_\_\_ for the Plan Year as a condition of participation in the Plan. (Write "0" if no contribution is required.) If Participant Contributions are required under this option, a Participant shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory/Required Participant Contribution.

☐ Yes

☒ No

[Note to Employer: Neither an opinion letter issued by the Internal Revenue Service with respect to the Prototype Plan, nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are picked up by the Employer are not includable in the Participant's gross income for federal income tax purposes. The Employer may seek such a ruling.

Picked up contributions are excludable from the Participant's gross income under section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 81-35, 1981-1 C.B. 255. Those requirements are (1) that the Employer must specify that the contributions, although designated as employee contributions, are being paid by the Employer in lieu of contributions by the employee; and (2) the employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the plan.]

N/A ☐ **Discretionary Employer Contributions**

The Employer will determine the amount of Employer contributions to be made to the Plan for each Plan Year. The amount of Employer contributions to be allocated to the Account of each Participant will be based on the ratio for the Plan Year that such Participant's Earnings bears to the Earnings of all Participants eligible for such contributions.

N/A ☐ **Fixed Employer Match of Participant Contributions.**

The Employer shall contribute on behalf of each Participant \_\_\_% of Earnings for the Plan Year (subject to the limitations of Articles V and VI of the Plan) for each Plan Year that such Participant has contributed \_\_\_% of Earnings or \$\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

N/A ☐ Variable Employer Match Of Participant Contributions.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Articles V and VI of the Plan):

\_\_\_\_\_ % of the Participant contributions made by the Participant for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_ % of Earnings or \$\_\_\_\_\_);

PLUS \_\_\_\_\_ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Participant contributions exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$\_\_\_\_\_).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$\_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is ☐ more or ☐ less.

2. Each Participant may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 4.06 and Articles V and VI of the Plan.  
☐ Yes ☐ No

3. Employer contributions and Participant contributions shall be contributed to the Trust in accordance with the following payment schedule:
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VIII. CASH OR DEFERRED ARRANGEMENT UNDER SECTION 401(k)

1. This Plan will be a cash or deferred arrangement under section 401(k) of the Code.  
☒ Yes ☐ No

Each Participant may elect to make Elective Deferrals, not to exceed 10 % of Earnings for the Plan Year, subject to the limitations of Articles V and VI of the Plan.

The provisions of the Cash or Deferred Arrangement (CODA) may be made effective as of the first day of the Plan Year in which the CODA is adopted.

However, under no circumstances may a salary reduction agreement or other deferral mechanism be adopted retroactively.



[Note to Employer: Under current law, the cash or deferred arrangement (CODA) option under section 401(k) of the Code is not available to an employer that is a State or local government or political subdivision thereof, or any agency or instrumentality thereof, unless that employer established a CODA on or before May 6, 1986.]

2. The Employer will match Elective Deferrals.

☒ Yes

☐ No

The Employer will contribute as follows (choose one, if applicable):

☒ **Employer Percentage Match Of Elective Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V and VI of the Plan):

100 % of the Elective Deferrals made on behalf of the Participant for the Plan Year (not including Elective Deferrals exceeding 3 % of Earnings or \$ \_\_\_\_\_ );

PLUS 0 % of the Elective Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Elective Deferrals exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ ).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or 3 % of Earnings, whichever is ☐ more or ☐ less.

N/A

☐ **Employer Dollar Match Of Elective Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Articles V and VI of the Plan):

\$ \_\_\_\_\_ for each \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ that the Employer contributes on behalf of the Participant as Elective Deferrals for the Plan Year (not including Elective Deferrals exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ );

PLUS \$ \_\_\_\_\_ for each \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ that the Employer contributes on behalf of the Participant as Elective Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Elective Deferrals exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_.)

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is ☐ more or ☐ less.

## IX. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- (a) Overtime ☐ Yes ☒ No
- (b) Bonuses ☐ Yes ☒ No

## X. LIMITATION ON ALLOCATIONS

If the Employer (i) maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, and/or (ii) maintains a welfare benefit fund (as defined in section 419(e) of the Code) or an individual medical account (as defined in section 415(1)(2) of the Code, under which amounts are treated as Annual Additions with respect to any Participant in this Plan) the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Sections 6.03 and 6.04 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, other than a Regional Prototype Plan, the provisions of Section 6.02(a) through (f) of the Plan will apply as if the other plan were a Master Prototype Plan, unless another method has been indicated below.

- ☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

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2. If the Participant is or has ever been a participant in a defined benefit plan maintained by the Employer, and if the limitation in Section 6.04 of the Plan would be exceeded, then the Participant's Projected Annual Benefit under the defined benefit plan shall be reduced in accordance with the terms thereof to the extent necessary to satisfy such limitation. If such plan does not provide for such reduction, or if the limitation is still exceeded after the reduction, annual additions shall be reduced to the extent necessary in the manner described in Sections 6.01 through 6.03. The methods of avoiding the limitation described in this paragraph will not apply if the Employer indicates another method below.

☐ Other Method. (Note to Employer: Provide below language which will satisfy the 1.0 limitation of section 415(e) of the Code. Such language must preclude Employer discretion. See section 1.415-1 of the Regulations for guidance.)

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3. The limitation year is the following 12-consecutive month period:

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## XI. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements as noted and (2) the concurrence of the Plan Administrator.

<u>Years of Service Completed</u>	<u>Specified Percent Vesting</u>	<u>Minimum Vesting Requirements**</u>
Zero	_____ %	No minimum
One	<u>20</u> %	No minimum
Two	<u>40</u> %	No minimum
Three	<u>60</u> %	Not less than 20%
Four	<u>80</u> %	Not less than 40%
Five	<u>100</u> %	Not less than 60%
Six	_____ %	Not less than 80%
Seven, or more	<u>-100-</u> %	Must equal 100%

(\*\*These minimum vesting requirements conform to the Code's three to seven year vesting schedule. If the employee becomes 100% vested by the completion of five years of service, there is no minimum for years three and four.)

## XII. WITHDRAWALS AND LOANS

1. Hardship withdrawals are permitted under the Plan as provided in Section 10.07, from the following accounts only (choose as applicable):

a. Employer Contribution Account (Nonforfeitable Interest)

☒ Yes

☐ No

b. Participant Elective Deferral Account (not including earnings thereon accrued after December 31, 1988)

☒ Yes

☐ No

2. In-service distributions are permitted under the Plan as provided in Section 10.08.

☒ Yes

☐ No

3. Loans are permitted under the Plan, as provided in Article XIV:

☒ Yes

☐ No

XIII. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XIV. The Prototype Sponsor hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 15.05 of the Plan or of the discontinuance or abandonment of the Plan.

XV. The Employer hereby appoints the Prototype Sponsor as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION PROTOTYPE PROFIT-SHARING PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVI. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XVII. An adopting Employer may not rely on a notification letter issued by the National or District Office of the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code. In order to obtain reliance with respect to plan qualification, the Employer must apply to the appropriate key district office for a determination letter.

This Adoption Agreement may be used only in conjunction with basic Plan document number 002.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 6<sup>th</sup> day of March, 1998.

EMPLOYER

By: *William H. Haver*

Title: CITY MANAGER

Attest: *James D. Fayant*

Accepted: ICMA RETIREMENT CORPORATION

By: \_\_\_\_\_

Title: Corporate Secretary

Attest: \_\_\_\_\_