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12/31/97

AGREEMENT

between

CITY OF MOUNT PLEASANT

and

MOUNT PLEASANT PATROL OFFICERS ASSOCIATION  
AFFILIATED WITH THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN

*Mount Pleasant, City of*

Effective: January 1, 1995 - January 1, 1998

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## AGREEMENT

THIS AGREEMENT, entered into on this 1st day of January, 1995, between the City of Mount Pleasant (hereinafter referred to as the Employer) and the Mount Pleasant Police Officers Association affiliated with the Police Officers Association of Michigan (POAM), (hereinafter referred to as the Association).

(NOTE: The headings used in this Agreement and exhibits neither adds to nor subtracts from the meaning, but are for reference only.)

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and the Employees, and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1

#### RECOGNITION - EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provision of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

- A. All Full-time Police Officers of the City of Mt. Pleasant in the classifications of Corporal, Police Officer and Detective, excluding Director of Public Safety, Deputy Director of Public Safety, Dispatchers, Firefighters, employees not eligible for 312 arbitration, confidential employees, temporary and seasonal employees, volunteers such as members of the Police Reserve Unit, supervisors, executives, and all other employees.
  
- B. Employees in the Police Department who are employed in job positions which are funded pursuant to applicable State and/or Federal programs shall be considered temporary employees and shall be within the bargaining unit covered by this Agreement. The State and/or Federal programs referred to are intended to be those programs designed primarily to generate employment opportunities for the unemployed or the underemployed . An example of this type of State and/or Federal program referred to in this subparagraph is the Federal Comprehensive Employment Training Act of 1973 (CETA). In the event that such an employee is no longer employed pursuant to a State and/or Federal program and if the employee is subsequently employed by the City of Mt. Pleasant on a permanent, regular full-time basis in the Police Department bargaining unit, the employee shall, at that time, become subject to the provisions of this Agreement. In case of conflict between the terms of this Agreement and the requirements of such State and/or Federal programs the requirements of the State and/or Federal program shall be considered controlling.

## ARTICLE 2

### ASSOCIATION

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time or employees who become members thereafter shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement.
  
- B. Employees covered by this Agreement who are not members of the Association on the effective date, or employees who are entered into the bargaining unit thereafter, and who choose not to become members of the Association within thirty (30) days after the effective date of this Agreement, or thirty (30) days from the date they are first entered into the bargaining unit, shall as a condition of continued employment, either pay to the Association a service charge equal to the regular Association

monthly membership dues or contribute a like amount to the United Way each month as long as they remain a non-member.

- C. Employees shall be deemed to have complied with the above requirements within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.
- D. It shall be the responsibility of the Association to notify the Employer in writing of any employees who fail to comply with the above requirements.

### ARTICLE 3

#### AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

### ARTICLE 4

#### ASSOCIATION DUES

Section 1. During the term of this Agreement the Employer will, upon receipt of the "Authorization for Checkoff" form from an employee, deduct from an employee's pay once each month the Association dues and initiation fees levied by the Association in accordance with the Constitution and By-Laws of the Association from the pay of such employee once each month.

Section 2. Deductions from any calendar month shall be remitted to the designated financial officer of the Association by the tenth (10th) day of the following month. Such officer shall be designated by written notice from the Association President.

Section 3. In the case of employees rehired, or returning to work after layoff or leave of absence, or transferred back into the bargaining unit, who have properly re-executed "Authorization for Checkoff" forms, deductions will be made as provided herein.

Section 4. Any employee whose service is broken by death, or who quits, is discharged or laid off, or who is transferred outside the bargaining unit, shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which such death, quit, discharge, layoff or transfer occurred.



Section 5. The Employer shall not be liable to the Association by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Association agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

## ARTICLE 5

### DISPUTES CONCERNING MEMBERSHIP

Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of the Employer and a representative of the Association, and if not resolved may be decided at any necessary, subsequent step of the grievance procedure.

## ARTICLE 6

### REPRESENTATION

Section 1. The Employer agrees to recognize an Association Negotiating Committee of not more than three (3) members selected by the members of the Association, each of whom shall be a seniority employee working for the Employer and one POAM representative. This Committee shall be the representative of the Association for negotiating with the Employer.

Section 2. The names of the members of the Negotiating Committee shall be given in writing to the Employer. No committee member shall function as such until the Employer has been advised of the committee member's selection, in writing, by the Association President.

Section 3. The Employer agrees to designate a Negotiating Committee of not more than three (3) officials to bargain collectively with the Association. The names of the members of the Negotiating Committee shall be given in writing to the Association prior to the start of negotiations.

## ARTICLE 7

### DISCIPLINARY ACTION

Section 1. An employee who is removed from the employee's work for an interview concerning disciplinary action that may be entered on the employee's

employment record may, if the employee so desires, have a Steward or elected Association Officer present to represent the employee during such interview.

Section 2. Before an employee is disciplined by suspension without pay, the employee's Steward (or if the employee's Steward is not available, then another Association Officer or member of the Association's Executive Board who is available) shall be advised prior to the time the suspension without pay is effective. In situations involving discharge action, the Employer agrees that the discharge action shall not be taken prior to twenty-four (24) hours following the time the suspension without pay was effective. A grievance arising from a disciplinary suspension without pay or discharge shall be filed within four (4) calendar days following notice of the disciplinary action and both the Employer and the Association agree to expedite the processing of such a grievance.

Section 3. An employee shall be advised in writing with a copy of any reprimand before it is entered in the employee's employment record and a copy shall be provided the employee's Steward.

Section 4. Any reprimand entered in the employee's employment record shall be removed from the employee's record after two (2) years from the date of the incident causing reprimand, if, in the event, that during the intervening two (2) years, there are no further reprimands entered on the file. When all evidence of the reprimand has been removed, the same shall be returned to the employee, at the employee's request.

## ARTICLE 8

### GRIEVANCE PROCEDURE

Section 1. In case any employee may have a grievance arising out of the course of the employee's employment, the matter shall first be taken up with the Deputy Director of Public Safety by the aggrieved employee and/or the employee's Steward within fourteen (14) calendar days after the grievance allegedly occurred. An oral answer by the Deputy Director of Public Safety must be given within four (4) calendar days, excluding Saturday, Sunday and holidays recognized under this Agreement.

Section 2. If no satisfactory adjustment is orally made with the Deputy Director of Public Safety, the aggrieved employee or the employee's representative may, within seven (7) calendar days, submit the grievance to the Deputy Director of Public Safety in writing and a written decision shall be given the employee or the employee's representative within seven (7) calendar days.

Section 3. If no satisfactory settlement is obtained from the Deputy Director of Public Safety, the aggrieved employee or the employee's representative may within seven (7) calendar days submit the matter to the Employer's Director of Public Safety in writing and a written decision shall be given the employee or the employee's representative within seven (7) calendar days.

Section 4. If no satisfactory settlement is obtained from the Director of Public Safety, the aggrieved employee or the employee's representative may, within seven (7) calendar days, following receipt of the Director of Public Safety's written answer, submit the grievance to the City Manager or the City Manager's designated representative. The City Manager and/or designee and the employee or the Local Union President, whichever is applicable, shall make mutually agreeable arrangements for a conference regarding the grievance. The conference shall be held within twenty-one (21) days following the date on which the written grievance was submitted to the Manager/designee.

The purpose of the conference shall be for discussion of the grievance in an effort to resolve dispute and the conference shall, accordingly, be limited to only the grievance under consideration.

Attendance at the conference shall consist of the employee(s) involved, and/or the Local Union President, whichever is applicable and the City Manager and/or designee; provided, however, that both parties may have two (2) additional employee and/or non-employee representatives in attendance at the conference.

The Employer shall issue a written decision within fourteen (14) days following conclusion of the conference. The written decision of the Employer shall be issued to the employee involved or to the Local Union President, whichever is applicable. In the absence of the employee and the Local President the decision shall be provided to an employee representative of the Union.

Section 5. "Days" in this section shall be defined as Monday through Friday excluding Holidays as set by City policy. Time limits at all steps may be extended by written mutual agreement of the parties.

Section 6. If a grievance remains unresolved as a result of the written response from the City Manager/Designee and if the grievance is within the scope of an arbitrator, the Association may request arbitration of any unresolved grievance which is arbitrable by giving written notice to the Employer's City Manager or the City Manager's designated representative of the Association's intent to arbitrate within fifteen (15) calendar days following receipt of the Employer's written answer. If no written notice of intent to arbitrate is given to the Employer's City Manager, the grievance shall be considered settled and, as such, the grievance may not be subsequently reinstated. Steps of the arbitration procedure shall be as follows:

- A. After a grievance which is arbitrable is properly referred to arbitration, the parties shall attempt as soon as reasonably convenient to select an arbitrator. If no such arbitrator can be selected by mutual agreement, the grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service; provided, however, the parties may mutually agree upon another source. If the parties are unable to mutually agree upon an arbitrator from this panel, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator.
- B. The arbitrator shall limit the arbitrator's decisions strictly to the interpretation and application or enforcement of the provisions of the Agreement or its supplements and make no decision contrary to or inconsistent with or modifying or varying the terms of the Agreement and supplements.
- C. There shall be no appeal from any arbitrator's decision. Such decision shall be final and binding on the Association, its members, employee involved and the Employer.
- D. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration hearing shall be shared equally by the Employer and the Association.
- E. The arbitrator shall have no authority to require the Employer to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions given it by State law or City Charter.

#### Section 7.

- A. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless the Association requests arbitration in accordance with the procedures established in this Agreement. The time limits established in the grievance procedure may be extended by mutual agreement in writing. The Employer agrees to furnish an answer at each step of the grievance procedure within the time limits provided unless unusual circumstances occur.

- B. A grievance may be withdrawn by the employee or the employee's representative without prejudice to and including the grievance step involving the aforesaid Conference. Any grievance which is carried through by the employee or the employee's representative beyond the Conference may only be withdrawn with prejudice. In any event, when a grievance is withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, financial liability shall date only from the date of reinstatement. If a grievance is not reinstated within one (1) month from the date of withdrawal, the grievance may not be reinstated.
- C. Where one or more grievances involve the same or a similar issue, all such grievances shall be consolidated at the step of the grievance procedure which deals with the aforesaid Conference. After such consolidation, any decision reached upon the same or similar issue of the various grievances shall bind each individual grievance involved.

Section 8. When any member of the Association is requested or allowed to participate in the grievance procedure the member shall do so without loss of time or pay.

Section 9. Withdrawal of Cases. Any grievance may be withdrawn at any time.

## ARTICLE 9

### STEWARDS

The members of the bargaining unit may select one (1) Steward and one (1) Alternate. The Employer shall be notified within seven (7) calendar days of any changes in Stewards. The Steward during the Steward's working hours and without loss of pay or time shall investigate and present grievances originating in the Unit to the Employer, provided they have obtained permission from their supervisor. Supervisors shall grant permission for Stewards or Alternate Stewards to leave work for this purpose subject to necessary emergency exceptions. The Steward shall be entitled to compensatory time off for off-duty time engaged in Conference with the Employer regarding the disposition of a grievance.

It is recognized that the purpose of equitable representation may require changes in the number of Stewards as increases or decreases in the work force occur.

## ARTICLE 10

### SPECIAL CONFERENCES

Special conferences for any matters including proposed grievances may be arranged between the Association President and the City Manager upon the request of either party. Agendas for special conferences shall be informally arranged and other matters to be considered at such a meeting shall be by agreement of both parties. The number of persons needed at the conference shall be by agreement between the parties and a special conference may be called at any time before, after or during the regularly scheduled working hours of the parties involved. Neither the representative of the Employer nor the representatives of the Association shall lose time or pay spent in such special conferences if the conferences are held during the working hours of a particular participant in the conference.

## ARTICLE 11

### RIGHTS OF EMPLOYER

Section 1. The Employer shall have the exclusive right to control and direct its employees. This right shall include the right to hire, promote, layoff, transfer, set work schedules, make work assignments, direct and control its operations and to discipline and discharge employees for just cause, provided any decisions of the Employer are not contrary or in violation of the provisions of this Agreement. Any violation shall be subject to the grievance procedure.

## ARTICLE 12

### ASSOCIATION RESPONSIBILITIES

Section 1. There shall be no discrimination among employees by virtue of participation or non-participation in Association affairs.

Section 2. No Association business will be performed on City time other than as required by Stewards to investigate grievances and others to represent Association members involved in grievance proceedings or in negotiations with Employer's representative.

Section 3. Reasonable Accommodation Obligation. The Union and the City recognize that, under state and federal law, the City has an affirmative duty and ultimate responsibility to make reasonable accommodations with respect to the employment of eligible individuals who have certain handicaps or disabilities.

Neither the Employer nor the Union shall be held liable for any deprivation of right suffered by an employee resulting from the Employer's or Union's compliance, including reasonable accommodation, with the federal ADA. Accordingly, the City shall be permitted to take all actions necessary to comply with state and federal laws.

Disputes as to the reasonableness of an accommodation may be grounds for the Union filing a grievance under the grievance procedure provided herein.

## ARTICLE 13

### SENIORITY

#### Section 1. Acquiring Seniority.

- A. New permanent employees hired in the Unit shall be considered as probationary employees for twelve months after date of hire. When an employee satisfactorily finishes the probationary period, the employee shall be entered on the seniority list of the Unit and shall rank for seniority from the date on which the employee was hired in the Bargaining Unit. There shall be no seniority among probationary employees. The Employer may extend the probationary period in situations where, in the opinion of the Employer, an employee's performance has not been fully satisfactory; provided, however, that any extension shall not exceed an additional six (6) months and the Employer agrees to advise the employee regarding the reasons for the extension. During the initial probationary period and any period of extension, employees shall be allowed to accumulate and use paid sick days in accordance with paid sick day provisions set forth in this Agreement. It is provided, however, that in the event an employee's employment with the City ceases prior to completion of the probationary period or any period of extension, then any paid sick days used by the employee shall be paid back to the City by way of deduction from the employee's pay check and/or by way of direct payment from the employee, as determined by the City.
- B. An employee on authorized paid leave will continue to accrue seniority. Authorized paid leave will include any leave in which the employee is granted compensatory, vacation, sick and personal leave or any combination thereof as well as any leave covered by Worker's Compensation benefits.
- C. Seniority shall be cumulative so long as any layoff period does not exceed accrued seniority at the time of layoff.

- D. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment as set forth in Article 1 of this Agreement except discharged and disciplined employees for other than Association activity.
- E. Seniority shall be on a unit-wide basis in accordance with the last date of hire.

Section 2. Seniority Lists.

- A. Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- B. The Employer will keep the seniority list up to date at all times and will provide the Association President with sufficient up-to-date copies for each bulletin board in January and July of each year which will show the names and job titles of all employees of the Unit entitled to seniority.

Section 3. Loss of Seniority. An employee shall lose seniority for the following reasons:

- A. The employee quits or retires.
- B. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive working days without notifying the Employer and without showing a reason satisfactory to the Employer for the absence. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at the employee's last know address on file with the Employer that the employee has lost seniority and the employee's employment has been terminated. If the disposition made of any case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases exceptions may be made.
- E. If the employee fails to return to work on the required date following a leave of absence unless otherwise excused for a reason satisfactory to the Employer. If the disposition made of any case is not satisfactory, the matter may be referred to the grievance procedure.



- F. If the employee is laid off for a continuous period equal to the seniority the employee had acquired at the time of layoff.

Section 4. Seniority of Officers. Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary and recording Secretary shall, in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

## ARTICLE 14

### LAYOFF AND RECALL

Section 1. Layoff Defined. In the event of layoff, the determination as to which classification or classifications shall be reduced in personnel, will be made by the City Manager and City Commission. Employees covered by this contract who face layoff in one classification may replace an employee covered by this contract with lesser seniority in another classification, provided that the employee demonstrates competence and ability to perform the duties of the position in the new classification. An employee who is laid off may make arrangements for personal payment of insurance premiums providing continuation of these fringe benefits.

- A. The word "layoff" means a reduction in the working force due to a decrease in work or change or relocation in appropriation of funds by the City Commission.
- B. If it becomes necessary for a layoff, probationary employees will be laid off first and seniority employees in the inverse order of seniority.

### Section 2. Recall Procedure.

- A. Employees covered by this Agreement will be recalled in accordance with their seniority. They shall be placed in job openings available, provided they are capable of performing the assigned work.
- B. If an employee is laid off, and on or prior to the employee's last day of employment, the Employer has posted, distributed and/or otherwise given notice of the date of resumption of work, the employee shall report back to work as provided in such notice.
- C. When recalling an employee from layoff, the Employer shall notify the employee by certified letter or telegram. An employee is responsible for keeping the Employer informed of the employee's proper address. The

Employer's obligation is satisfied if the last known address given by the employee is used.

- D. If any employee fails to report for ten (10) calendar days from the date of the postmark of the notice of recall, the employee shall be considered a quit.

## ARTICLE 15

### TRANSFERS

- A. If an employee is transferred from one bargaining unit recognized by the Employer to the Police Department bargaining unit under this Agreement, the employee's length of service with the Employer shall be recognized for the purpose of benefits provided for this Agreement, except for pay, longevity, promotion, layoff and any other benefits or terms for which the employee may by State or Federal law be ineligible. Effective on the date of the transfer, the employee shall enter into the probationary period set forth under this Agreement and shall acquire seniority in the Police Department bargaining unit as provided for other employees under the provisions of this Agreement.
- B. If an employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit within one (1) year, the employee shall have accumulated seniority while working in the position to which the employee was transferred. Employees re-transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in the Agreement.
- C. The Employer agrees to discuss with the Association any movement of work not covered by this Agreement in order to protect the seniority of the employees involved.

## ARTICLE 16

### JOB POSTING AND BIDDING PROCEDURES

Section 1. All promotional job classification vacancies occurring in the bargaining unit covered by this Agreement which are intended to be filled by the Employer shall be posted on the bulletin boards for fourteen (14) calendar days prior to ceasing to accept applications and a copy provided to the Association President. Employees interested who have achieved a minimum of three (3) years of law enforcement experience in the Department shall apply on a form provided by the

Employer during the posting period. The Association President may apply on behalf of an employee who is on leave. Vacancies occurring in the Police Officer job classification shall not be required to be posted.

The Employer, in its discretion, may elect to fill any vacant positions from sources outside the Police Department bargaining unit in the following situations: (1) no employees who have achieved a minimum of three (3) years of law enforcement experience in the Department submit an application for the position; (2) employees who submit an application are not qualified to perform the duties and responsibilities required in the position.

Section 2. Standard tests may be uniformly administered to determine the qualifications and ability of the employees who have achieved a minimum of three (3) years of law enforcement experience in the Department and who have applied for the promotional job position. Appointments shall be made on the basis of qualifications and ability. Seniority in the Department shall also be considered. The evaluation of qualifications and ability shall include oral and written tests and assessment center. The various factors in the evaluation process for applicants shall be assigned the following weight in determining an applicant's total score:

Written Examination	30%
Assessment Center	50%
Department Seniority	20%

The selection for the promotional job position shall be made from the applicants considered eligible following the evaluation process and shall be made by the Director of Public Safety from among the top two (2) candidates. It is provided, however, that in the event the top candidate is not selected for the promotional job position opening currently filled and if such top candidate (who was not previously selected) is again the top candidate for the same promotional job position opening the next consecutive time the opening is being filled, then it is agreed that such top candidate shall be selected for the position.

Section 3. An employee awarded the position shall have a maximum of one hundred and eighty (180) days trial period to demonstrate the employee's ability to perform the work. During the trial period, the employee may be returned by the City to the employee's former position prior to the completion of the trial period. If requested by the employee, the employee shall be advised in writing of the reasons for being returned to the former position. The City may, at any time during the trial period after the first thirty (30) days, elect to permanently classify the employee in the new position. The employee may elect to return to the employee's former position during the first thirty (30) days of the trial period.

Section 4. During the trial period, employees will receive the rate of pay for the job being performed which rate shall be the next higher rate for the new

classification above the employee's present pay, but the new rate shall not exceed the rate due any employee of the new classification with the same number of years of service as the employee being promoted. In the event the employee's rate of pay before the transfer is equal or higher than the rate paid the new position for equal service time, the employee shall be paid the rate established for the new position for employees of equal service within the Police Department bargaining unit.

Section 5. Employees required to work in a higher classification as a shift supervisor shall be paid a rate commensurate with increased responsibilities. Shift supervisors are so designated by the Employer but generally hold a rank above officer.

Any Patrol Officer temporarily serving as a shift supervisor for less than four consecutive shifts shall be compensated at the rate of \$.75/hr. in addition to the employee's base rate, and any Patrol Officer serving as shift supervisor for more than four consecutive shifts shall be compensated at the start step rate of pay for a Sergeant.

## ARTICLE 17

### TRAINING

Section 1. The Employer shall provide a minimum of four (4) sessions of training on the pistol range each year during the term of this Agreement. Employees will be required to qualify with the minimum score established by the M.L.E.O.T.C. Employees shall be required to so qualify at a minimum of one time per year or at the number of times per year as may be established by the City from time to time.

The Employer shall continue training programs to improve job skills, general knowledge, and job safety; and to assist employees in their effort to qualify themselves for promotion to advanced positions. Training shall be conducted by professionals in a particular field of instruction and by competent personnel within the Department.

Section 2. If training occurs on an employee's regularly scheduled day off, the employee will be reimbursed for time spent in training at the time and one-half (1 1/2) rate regardless of what day off the training is on.

Section 3. The Employer will reimburse any employee who is enrolled in up to two (2) adult education or university courses a semester, but no more than three (3) such courses per year, for the cost of tuition, provided:

- A. The course is job related.
- B. An application for reimbursement is submitted and approved by the Personnel Director prior to enrollment.
- C. A grade of "C" is attained on adult education or undergraduate work and "B" on graduate work.
- D. In the event the employee is receiving the cost of tuition from another source, the employee shall be reimbursed for required textbooks if not subject to reimbursement from another source in accordance with A, B and C above.

When evaluating for approval or disapproval employee applications for tuition reimbursement, the City shall apply the following criteria and guidelines in determining whether the application satisfies the requirement of being "job related":

- 1. Each course must stand by itself. Degree program courses or courses taken to fill requirements toward a degree may or may not relate directly to the employee's job.
- 2. The course must provide a direct and obvious benefit to the employee for the performance of the employee's required duties with the City.
- 3. Any employee submitting an application for tuition reimbursement must provide a copy of the course description together with a statement setting forth the manner in which the course is directly related to the employee's job with the City.

## ARTICLE 18

### WORKING HOURS

Section 1. Work Period and Duty Shift - Patrol Officers. The normal work period shall be a period of fourteen (14) consecutive days. The normal tour of duty within a normal work period for Patrol Officers shall consist of 84 hours of work. The normal duty shift or one duty day for police officers shall consist of a minimum of twelve (12) hours of work. The tour of duty and duty shift set forth in this Section are the normal periods of time for such purposes.

Section 2. Work Period and Tour of Duty - Detectives. The normal work period shall be a period of fourteen (14) consecutive days. The normal tour of duty within a work period for a Detective shall consist of eighty (80) hours of work. The normal duty shift or one duty day for Detectives shall consist of a minimum of eight (8) consecutive hours of work. The tour of duty and duty shift set forth in this Section are the normal periods of time for such purposes.

## ARTICLE 19

### STARTING AND REPORTING TIME

Section 1. Starting time shall be the beginning of each scheduled shift. A day shift for Patrol Officers is a twelve (12) hour shift from 7:00 a.m. to 7:00 p.m. A night shift for Patrol Officers is a twelve (12) hour shift from 7:00 p.m. to 7:00 a.m.

A regular shift for Detectives is the eight (8) hour period beginning at 8:00 a.m.

Any change in established shifts shall be mutually agreed to by the Association and the City. It is understood and agreed that this restriction or change in established shift hours applies only to changes in the City's established periods of time for the City's various work shifts and does not apply to changes in work shift starting time for an employee due to the employee's transfer or assignment to a different shift.

Section 2. Shift preference for regularly scheduled shifts shall be exercised by non-probationary employees based on time and grade seniority. At the beginning of each three month interval employees will be provided the opportunity to bid for shifts. Shift assignment will be granted on the basis of seniority within the specific rank or job classification.

## ARTICLE 20

### OVERTIME

Section 1. Overtime Work. All employees shall work a reasonable amount of overtime when so directed by their supervisor. For purposes of determining hours worked in the computation of overtime, authorized vacation, sick leave, personal days and holidays shall be considered as time worked.

Section 2. Premium Pay for Overtime Work. Time and one-half (1 1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked over the normal duty shift in one duty day.

There shall be a maximum of one hundred (100) hours accumulation of compensatory hours allowed each employee in lieu of payment of overtime. An employee may request each year, payment of up to thirty (30) hours of unused accumulated compensatory hours provided the employee submits the request not later than October 1st. Compensatory hours are earned at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Payment of compensatory hours shall be at the regular rate of the employee at the time that the employee receives payment for compensatory hours and shall be paid the first day falling on or after December 1st.

Section 3. The second day of an employee's regularly scheduled pass day and the second and third day of the employee's long weekend shall be considered as the employee's Sunday for purposes of computing overtime premium pay and the employee shall be paid two (2) times the regular hourly rates for work actually performed on those days. For purposes of this Section the term "pass day" is defined as an employee's regularly scheduled off day.

## ARTICLE 21

### EQUALIZATION OF HOURS

Section 1. Extra hours during periods of overtime operation should be distributed among employees in the same job classification within the Department as far as reasonably practicable. It is provided, however, that this distribution of overtime work on a reasonably practicable basis shall not apply to work requiring a special skill, ability, training or experience. Employees performing such overtime work requiring a special skill, ability, training or experience shall, however, be charged with the amount of overtime hours worked for purposes of distribution. It is further provided that this distribution of overtime work on a reasonably practicable basis shall not apply to work involving court time. In situations involving overtime work beyond the regular shift such overtime work shall normally be performed by the employee or employees who performed the work during the regular shift.

Information concerning distribution of overtime work hours shall be available and shall be posted monthly on the bulletin board so that employees may check their standing. When an employee does not work overtime when offered, the employee shall be charged as if the employee had worked for purposes of distribution. If an employee fails to report and work an overtime work assignment, the employee shall be charged with double the amount of overtime hours the employee would have worked for purposes of distribution.

Overtime work distribution will be computed from January 1st through December 31st each year and at the completion of this twelve (12) month period of time, employees shall be placed at zero (0) hours for the commencement of the next yearly period of time. Questions regarding overtime work distribution shall be discussed by the parties as they arise and if a remedy is deemed appropriate, such remedy shall be limited to balancing.

## ARTICLE 22

### CALL PAY

Section 1. An employee called in to work outside of regularly scheduled hours shall be compensated as follows:

- A. For call in early before the regularly scheduled shift the employee shall be compensated at time and one-half (1 1/2).
- B. For call back to work, in accordance to Department policy, not immediately prior to or as a continuation of a regularly scheduled shift the employee shall receive three (3) hours minimum compensation at time and one-half (1 1/2) the regular hourly rate.

## ARTICLE 23

### HOLIDAYS

Section 1. The following calendar days shall be deemed holidays for the purposes of this agreement: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas Day and one-half (1/2) duty day on Good Friday. For purposes of this Section a holiday is deemed to begin with the start of the day shift and end twenty-four (24) hours later at the completion of the night shift.

Section 2. Within the limits set by an adequate work force full-time employees shall be entitled to a combination of pay representative of one duty day, except in the case of Good Friday which is calculated at one-half duty day at straight time-hourly rate, exclusive of night shift and overtime premiums, or equal compensatory time off as payment for each holiday set forth in Section 1 provided they meet all the following eligibility requirements:

- A. The employee has ninety (90) days service as of the date of the holiday.



- B. The employee must have worked the last scheduled working day prior to and the next scheduled working day after such holiday, unless on authorized sick or vacation leave.

The minimum time periods that may be taken by an eligible employee for holiday leave are multiple units of one hour (1 Hr.) increments.

An employee who works on a calendar holiday as part of that employee's regularly scheduled shift shall be compensated at the employee's overtime rate of time and one-half (1 1/2) for actual hours worked. An employee who works overtime hours on a calendar holiday or who is called in to work on a calendar holiday on a regularly scheduled day off shall be compensated at double time the employee's regular rate for actual hours worked.

For purposes only of calculating year-end payment to employees for unused holiday time, the year end payment for holidays shall not exceed maximum payment of 76 hours.

Section 3. When one of the above holidays falls on a Saturday, eligible employees may receive holiday pay, or part of the employees may be given the Friday off preceding the holiday and part of the employees be given Monday off following the holiday. When one of the above holidays falls on Sunday and the day following is observed by the State or the Federal Government as a holiday, eligible employees shall receive holiday pay for the day so observed. It is provided, however, that for employees working on shift schedules, recognized holidays which occur on Saturday or Sunday will be considered and observed on those calendar days for such employees.

## ARTICLE 24

### VACATIONS

Section 1. Employees with more than one (1) year's seniority shall be eligible for vacation leave as provided below. Vacation shall accrue to a maximum of thirty (30) duty days (except employees who earn twenty-five (25) days each year may accrue thirty-five (35) duty days) as of December 31 on a prorata basis from month to month.

In order for an employee to be eligible to accrue vacation time for any particular month, the employee must have worked 126 hours as an Officer or Corporal working a twelve (12) hour duty day or 120 hours as a Detective working an eight (8) hour duty day. Failure to meet this eligibility requirement in a

particular month or months will result in a reduction of the vacation benefit for which the employee would otherwise have been entitled.

<u>Year of Employment</u>	<u>Vacation Hours Earned by Tour of Duty</u>	<u>Annual Hours Earned</u>
1 year through 6 years	3.08 Hours	80 Hours
7 years through 12 years	4.61 Hours	120 Hours
13 years through 20 years	6.15 Hours	160 Hours
21 years and more	7.70 Hours	200 Hours

The exact timing of vacations will be subject to approval of Department Heads in order that sufficient personnel will be on hand at all times for departmental duties. Employees are asked to notify Department Heads of proposed vacation periods as far in advance as possible. Where a conflict develops between requested vacation periods and an adequate departmental work force, seniority shall be the determining factor as to which employees may exercise preference in choosing a desired vacation period, provided the request is made at least ninety (90) days in advance of the desired vacation period.

The minimum time periods that may be taken by an eligible employee for vacation leave are multiple units of one hour (1 Hr.) increments.

Section 2. Vacation pay shall be computed at the employee's straight time hourly rate, exclusive of shift or other premiums, received by the employee prior to the time the vacation is taken.

Section 3. Upon voluntary separation of any employee from the service of the City other than by Leave of Absence, the employee shall be paid at the time of separation for the unused portion of the employee's accumulated annual leave, provided the employee shall have given two (2) weeks prior notice of the separation.

## ARTICLE 25

### SICK LEAVE

Section 1. An employee is required to notify the duty shift supervisor as soon as the employee knows that absence from work will be necessary. Except in emergency circumstances beyond the control of an employee, an employee must, at a minimum, notify the duty shift supervisor of absence from work at least one (1) hour in advance of the employee's regularly scheduled starting time. Failure to so notify prior to the minimum one (1) hour provided in this Section shall mean that an employee is not entitled to paid sick days except in emergency

circumstances beyond the control of the employee. An employee who does notify in accordance with the requirements of this Section shall be entitled to sick leave and the use of paid sick days, provided the employee is otherwise eligible under the provisions of this Agreement. It is expressly understood and agreed that the minimum notification requirement set forth in this Section shall not eliminate the general rule that an employee is required to notify as soon as the employee knows that absence from work will be necessary. Unless other arrangements are made with the Deputy Director of Public Safety, (or designated representative), the notification required in this Section shall be given prior to the beginning of each scheduled shift.

An employee returning from sick leave after being under a doctor's care may, at the City's request, be required to submit the written approval of the doctor to return to work prior to the performance of any duties. In all cases of an employee returning to work from sick leave, the Employer may, as it deems appropriate, require a return to work examination by a doctor of the City's choice.

Paid sick duty days for eligible employees may be used in hourly increments of one (1) hour or more and any fractions of an hour will be charged as a full hour.

Section 2. In order for an employee to be eligible to accrue sick leave for any particular month, the employee must have worked 126 hours as an Officer or Corporal working a twelve (12) hour duty day or 120 hours as a Detective working an eight (8) hour duty day. Failure to meet this eligibility requirement in a particular month or months will result in a reduction of the sick leave benefit for which the employee would otherwise have been entitled.

A full-time employee will accumulate 3.70 hours sick leave with pay for each pay period (or tour of duty) in which the employee works. A tour of duty is defined in accordance with Article 18; Sections 1 and 2.

In accordance with Article 13, Section 1, (Acquiring Seniority) probationary employees are eligible to use accrued sick leave.

Section 3. There will be a limit of 1600 hours of sick leave with pay that a full-time employee may accumulate.

Employees hired on or after January 1, 1983. Employees who are employed by the City on or after January 1, 1983, in the bargaining unit covered by this Agreement shall have the accumulation of sick leave hours limited to twelve hundred (1200) hours.

Section 4. In situations where an employee experiences a non-job related accident or illness, the employee may elect to use any earned but unused paid

benefit time for which the employee may be entitled in the amounts and order desired by the employee. The benefit time shall be paid bi-weekly on the basis of an eighty-four (84) hour pay period for Officers and an eighty (80) hour pay period for Detectives.

In situations where a full-time employee experiences a job related illness or injury which is covered by worker's compensation benefits, the employee may request in writing the prorated use of any earned but unused paid benefit time to make up the difference between the worker's compensation benefits received and the employee's regular net pay. Such benefit time may be applied to the leave at the employee's option in the amounts and order desired by the employee.

Section 5. In the event of death or retirement, an employee or the employee's estate shall be compensated for one-half (1/2) the employee's accumulated sick leave up to a maximum of eight hundred (800) hours with payment to be based upon the employee's rate of pay at the time the employee's employment ceased. For purposes of this Section, an employee shall be considered to be retiring if the employee immediately receives pension benefits or terminates the employee's employment after reaching age 62.

Section 6. If the City has cause to suspect that there is an abuse of the paid sick days policy, or if there is a pattern of absences, or if there is a pattern of using paid sick days by one day absences, or if there is a pattern of absences which result in extended weekend periods or extended holiday periods or extended scheduled time off, the Employer reserves the right to require proof of sickness or accident or any continuance thereof through a physician's certificate or other substantiation acceptable to the City as a condition for receiving any paid sick days and if such proof or substantiation is not provided, the City may upon prior notice to the employee, deduct any amounts that may have been paid for those sick days from the employee's pay. Any abuse of the paid sick days policy shall be subject to disciplinary action up to and including discharge.

The City also reserves the right to require an employee to execute an affidavit setting forth the nature and duration of the sickness or accident. Falsification in connection with any physician's certificate, other substantiation or affidavit shall be deemed just cause for discharge.

Section 7. Pay for all time granted under the sick leave provisions of this Agreement shall be at the employee's straight time rate (or salary) not to include shift or overtime premiums.

Section 8. Sick leave not to exceed one (1) duty shift shall be allowed in the event of an emergency illness in the employee's immediate household, subject to the approval of the Department Head.

Section 9. Conclusive evidence that an employee is misusing sick leave may be grounds for disciplinary action up to and including discharge.

Section 10. A full-time employee who at the end of the calendar year has used three (3) or less paid sick days during the calendar year shall have that number of paid sick days actually used restored to the employee's accumulated paid sick day bank at the start of the next calendar year. A full-time employee who, at the end of the calendar year, has used five (5) or less paid sick days during the calendar year shall have one (1) paid sick day actually used restored to the employee's accumulated paid sick day bank at the start of the next calendar year. An employee's eligibility for the restoration benefit set forth in this Section shall not occur until the end of the calendar year on December 31, 1980.

## ARTICLE 26

### OTHER LEAVES OF ABSENCE

#### Section 1.

- A. An employee must be a regular full-time employee with one hundred eighty (180) days of service in order to be eligible for any time of absence.
- B. An employee accepting employment or being self-employed while on any leave except vacation, holiday, compensatory time off, military or education leave may be discharged.
- C. An employee giving false information to obtain a leave of absence may be discharged.
- D. An employee on a leave of absence shall be subject to layoff in accordance with the provisions of this Agreement and shall be notified by the City by certified mail addressed to the last known address of the employee.
- E. An employee who fails to return to work on the required date following a leave of absence shall lose seniority and shall be considered a voluntary quit unless otherwise excused for a reason satisfactory to the Employer.
- F. An employee on leave of absence may make arrangements for payment of all insurance benefits.

#### Section 2. Personal Reasons

- A. A leave of absence without pay may be granted seniority employees for personal reasons, not to exceed thirty (30) calendar days. Such leaves

shall be subject to the approval of the City Manager. Requests for renewal of such leaves for further periods not to exceed thirty (30) calendar days may be submitted to the City Manager for possible approval at the City Manager's discretion in situations involving extenuating circumstances due to sickness or injury up to a maximum of one hundred eighty (180) days.

- B. An employee shall be required to state the exact reasons for such leaves and the stated reasons shall appear on the leave form.

### Section 3.

- A. Any seniority employee who enters into the active service of the Armed Forces of the United States will be granted a leave of absence for the period of such active service. Upon termination of such service such employees shall be offered re-employment in accordance with the terms of the applicable Selective Service Act provided:

1. The employee has received an honorable discharge or has been relieved from active duty under honorable conditions.
2. The employee is physically able to perform a job.
3. The employee reports for work within ninety (90) calendar days of discharge or release from active duty or release from hospitalization continuing after discharge or release.

- B. Seniority employees who belong to the National Guard, Officer's Reserve Corps or similar military organization will be allowed the normal fifteen (15) calendar days leave of absence without pay when ordered to active duty for training. The Employer will pay the difference between the employee's military pay and regular pay, if the employee's military pay is less. If the employee takes a military leave during the employee's vacation, the employee will receive full pay.

Section 4. Education Leave. The City Manager may authorize an educational leave without pay for a period of not more than one (1) year.

Section 5. Illness, Injury, Medical Leave. A medical leave of absence for illness, injury or pregnancy shall be granted to employees with seniority upon proper application subject to the Employer's right to require medical proof or other verification acceptable to the Employer. If worker's compensation benefits are not available, an eligible employee may also request and receive any earned but unused paid benefit time at the employee's option in the amounts and order desired by the employee. The Employer may request at any time as a condition of continuance of any medical leave of absence, proof of continuing disability or

sickness. An employee shall be entitled to be on an unpaid medical leave of absence under this Section for a period of not more than sixty (60) calendar days. Additional extensions of up to thirty (30) calendar days of time may be granted upon proper application and subject to the Employer's right to require medical proof or other verification acceptable to the Employer.

- A. For medical leave of absence not covered by Worker's Compensation benefits, an employee may be on leave under this section for a period of not more than six (6) months after which time the employment relationship shall be terminated. The six (6) months shall be defined as commencing on the first date of the leave that the employee does not receive pay in the form of accrued benefit time either because (1) the paid benefit time has been exhausted or is not available, or because (2) the employee has elected not to utilize all or part of the employee's paid benefit time.
- B. For medical leave of absence due to injury on the job and which is covered by Worker's Compensation benefits, an employee may be on leave under this Section for a period of not more than two (2) years after which time the employment relationship shall terminate. During this type of leave of absence, the employee will continue to have hospitalization insurance and term life insurance premiums paid by the City for a maximum period of two (2) years or for the number of full months of seniority with the City acquired by the employee at the time of the injury, whichever is the lesser.

Employees are required to notify the Employer of any condition which will require a medical leave of absence under this Section supported by a physician's certificate showing the date for commencement of such leave and the required return to work date. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. Employees who are anticipating a medical leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases, the employee's attendance, job responsibilities, personal health needs and safety must be satisfactorily maintained. An employee desiring to return to work from a medical leave of absence under this Section must present a physician's certificate indicating that the employee is physically and medically able to return to work and to satisfactorily perform the employee's job or present other verification acceptable to the Employer.

In situations where an employee's physical, medical or mental condition raises a question as to the employee's capabilities to satisfactorily perform the employee's job, or the safety of the employee or others, the Employer may require a fitness for duty medical examination and certificate from the employee's physician and/or require the employee to take a leave of absence; provided, however, that this right shall not prohibit the Employer from taking any other action as may be deemed appropriate under the circumstances. If the Employer

thereafter still questions the employee's condition, the Employer may require a second fitness for duty medical examination and an opinion by a physician designated by the first two physicians named, and paid for by the Employer by an Employer-selected physician and/or require the employee to take a leave of absence; provided, however, that this right shall not prohibit the Employer from taking any other action as may be deemed appropriate under the circumstances.

In any situation involving the granting of a leave of absence under this Section or the continuance of a leave of absence or the return to work from a leave of absence where medical proof or substantiation or approval is required, the Employer, in all cases, reserves the right to require a second medical examination paid for by the Employer by an Employer-selected physician.

Failure to provide any statement, certificate, substantiation or notification as may be required under this Section may, as determined by the employer; disqualify an employee from consideration for a medical leave of absence.

Any leave of absence time (paid or unpaid) taken by an employee for certain family or medical reasons pursuant to Article 26, Section 13 of this Agreement shall be counted as part of and credited against the maximum amounts of leave time set forth in this Section.

#### Section 6. Administrative Leave.

- A. The Association shall be granted a total of seven (7) duty days each calendar year for administrative leave. Four (4) of these duty days must be utilized solely for the purpose of educational seminars relating directly to the Association activities or legislative activities. The remaining three (3) may be used for any other Association business. Such leave shall be approved by the Association President and the City Manager. No more than two (2) employees from the same scheduled work shift may be eligible for such leave, except where there is sufficient personnel to maintain a minimum shift.
- B. Members of the Association elected to Association positions to do work which takes them from their employment with the Employer shall, at the written request of the Association, receive temporary leaves of absence without pay for the term of office, provided it does not impair the operation of the Department or place a burden on the scheduling of work.

Section 7. Jury Leave and Pay. An employee with seniority who is summoned and reports for jury duty shall be granted a jury leave of absence with pay for such period. An employee granted a leave of absence under this section who reports for jury duty on a day the employee is otherwise scheduled to work shall be paid



for each day spent performing jury duty in an amount equal to the difference between the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work, exclusive of all premium pay, and the amount paid by the Court as a daily jury fee. In order to receive payment under this Section an employee must give the Employer prior notice as far in advance as possible that the employee has been summoned for jury duty and the employee must furnish satisfactory evidence that jury duty was performed for the days the employee claims jury duty pay. An employee who is summoned by the Court for jury duty during the employee's assigned shift but who does not serve as a juror must report for work promptly after being excused.

Section 8. Political Leave. An employee may be granted up to thirty (30) calendar days leave without pay in order to run for an elective government office. Individual employees when off duty shall be permitted to make campaign contributions and express opinions on political matters.

Section 9. Funeral Leave. Upon request an employee may be granted one-half (1/2) duty day leave with pay to attend the funeral of a fellow City employee.

Section 10. Bereavement Leave and Pay. Upon request, an employee will be granted a leave of absence with pay for up to a maximum of three (3) scheduled working duty days that the employee is otherwise scheduled to work following the date of death of a member of the employee's immediate family in order to attend the funeral and take care of other necessary arrangements. Immediate family shall be defined as spouse, child, parent, parent of current spouse, sister, sister-in-law, brother, brother-in-law, grandparent or any relative living under the employee's roof. The maximum of three (3) scheduled working duty days for which an employee may request and receive pay provided in this Section must be scheduled working days of the employee occurring with five (5) calendar days following date of death. An employee granted a leave of absence under this Section shall receive pay in an amount equal to what the employee would have earned by working the employee's scheduled straight time hours at the employee's straight time regular rate of pay, exclusive of all premium pay, on the scheduled working duty days for which paid leave is granted. Additional paid leave for travel purposes may be granted with the approval of the City Manager which shall be charged against the sick leave record of the employee.

Section 11. Personal Leave. Each employee with two hundred seventy (270) calendar days of continuous service prior to January 1 shall be credited with two (2) personal leave duty days which may be used for personal business during the succeeding twelve (12) months. Employees with less than two hundred seventy (270) calendar days service on January 1 will be credited with one (1) duty day for ninety (90) to one hundred eighty (180) days service and one and one-half (1 1/2) duty days for one hundred eighty (180) to two hundred seventy (270) calendar days. Personal leave duty days may be denied only if the leave would reduce the

shift below its minimum and there is no employee available for overtime work. Employees are asked to notify the Deputy Director of Public Safety (or designated representative) of requested personal leave duty days as far in advance as possible but in no event less than twenty-four (24) hours in advance. The minimum increments that may be taken by an eligible employee for a paid personal day are hourly units of one (1) hour or more up to a maximum of one duty day and any fractions of an hour will be charged as a full hour. Personal leave duty days that an employee desires to use during the month of December must be scheduled no later than December 1st.

Section 12. Court Days Paid leave days, referred to as court duty days, may be granted to an employee who must attend court for a substantial number of hours prior to or following an employees regularly scheduled duty day. The employee may be granted a court duty day in lieu of overtime or in lieu of working the immediate subsequent regular shift.

- A. Paid court duty days must be approved by the Department Head before an employee may be credited with a court day.
- B. Since an employee may be in court less than a full shift or duty day the employee may be required to report back to work for the employee's regularly scheduled shift or may be granted pay for a full duty day upon approval of the Department Heads.

Section 13. Family and Medical Leave. In accordance with federal law, employees who have been employed for at least twelve (12) months and have worked at least 1,250 hours during the immediately preceding twelve (12) month period are eligible for leaves of absence for any one, or more of the following reasons:

- 1. Birth of the employee's child and subsequent after birth care.
- 2. Placement of a child with the employee for adoption or foster care.
- 3. To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
- 4. For a serious health condition that makes the employee unable to perform the employee's job.

An eligible employee is entitled to a maximum total of twelve (12) workweeks of leave during a rolling twelve (12) month period measured backward from the date an employee uses any leave.

A. Requests for Leave and Medical Certification.

Employees desiring leaves of absence under this Section shall provide written notice to the City setting forth the reasons for the requested leave, whether the requested leave is for a consecutive period of time or on an intermittent basis (several blocks of time or reduced work schedule), the anticipated start date of the leave and its anticipated duration. If the need for leave is foreseeable, the employee is required to provide the written notice to the City at least thirty (30) days in advance.

A request for leave to care for the employee's spouse, son, daughter, or parent who has a serious health condition, or a request for leave due to the employee's own serious health condition that makes the employee unable to perform the employee's job, must be supported by a medical certification issued by the health care provider of the employee or the employee's family member. If the City has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the City's expense from a health care provider of the City's choice. If the opinions of the employee's and the City's designated health care providers differ, the City may require the employee, at the City's expense, to obtain medical certification from a third health care provider designated or approved jointly by the City and the employee. The City shall have the right to require medical recertifications at reasonable intervals during the leave, at the City's expense.

B. Paid Benefit Time Applied to Leave. At the employee's option, leave granted under this Section may be paid or unpaid only to the extent that the employee has available any accrued but unused paid benefit time, in accordance with the following procedure:

- (1) In cases where the leave is needed due to the birth of a child, or an employee's or family member's serious health condition, accrued but unused paid benefit time available to the employee shall be applied in the amount and order desired by the employee.
- (2) In cases where the leave is needed due to the placement of a child with the employee for adoption or foster care, any accrued benefit time, excepting sick may be used.

Upon exhaustion of the amount of accrued but unused paid benefit time desired, the remainder of the leave shall be without pay.

C. Health Benefits During Leave. While on leave, an employee's coverage under the City's group health program shall be continued

(unless the employee declines) on the basis and conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. Arrangements must be made with the City for payment by the employee during the leave of any cost shared by the employee under the health program.

- D. Return From Leave. On return from leave, an employee shall be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position because of a physical or mental condition or the failure to maintain a necessary license or certification. Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job are required to obtain and present medical certification from the health care provider that they are fit for duty and able to return and perform their work. This medical certification must be submitted to the City at the time the employee seeks reinstatement at the end of the leave, and failure to provide a satisfactory certification may, as determined by the City, result in denial of reinstatement until the requirement is satisfied.

During the leave, the City shall have the right to require a report from the employee from time to time regarding the employee's status and intent to return to work. The City, depending on the circumstances, may recover health benefit program costs paid by the City to maintain coverage for an employee who fails to return to work from leave.

The provisions of this Section are intended to implement the federal Family and Medical Leave Act of 1993 (FMLA). Further details governing this type of leave are explained in the FMLA and the federal regulations issued thereunder. The provision of this Section, the FMLA and federal regulations shall take precedence and be deemed to govern in case of conflict with any provision of this Agreement.

## ARTICLE 27

### RULES AND REGULATIONS

Section 1. The City shall make such reasonable rules, not in conflict with this Agreement, as it may from time to time deem necessary for the purpose of maintaining order, safety and for effective operation of the various City departments after giving notice of the same. The Association reserves the right to question the reasonableness of any rule.

Section 2. The Employer reserves the right, through the negotiations with the bargaining unit, which occurred in conjunction with settlement of the 1992-1995 contract, to institute a drug and alcohol testing policy and the operating procedures to enact such policy to ensure the safety of its employees and the citizens of the City of Mt. Pleasant. The policy, hereafter referred to as the Mt. Pleasant Public Safety (Police) Department Drug and Alcohol Testing Policy, shall be made a part of the standard Policy and Procedures Manual for the Mt. Pleasant Public Safety (Police) Department.

The Employer reserves the additional right to institute an Employee Assistance Program or similar program at a later date, to aid and assist employees with personal, emotional, medical/substance abuse, or other behavioral problems which may affect job performance.

Section 3. The City of Mt. Pleasant shall institute minimum physical fitness and maintenance standards and related policies and procedures to achieve and test compliance with such standards. Terms and conditions of such standards are recognized to be the result of the collective bargaining process between the City and the Union. The Policy containing such standards, will be referred to as the Mt. Pleasant Public Safety (Police) Department Physical Fitness and Maintenance Standards Policy, and shall be made a part of the Standard Policy and Procedure Manual of the Mt. Pleasant Public Safety Department. Initial standards will be instituted as soon as reasonably possible after January 1, 1993.

## ARTICLE 28

### INSURANCE AND RETIREMENT

Section 1. Life Insurance - The City shall pay the premium for term life insurance with double indemnity and accidental death and dismemberment equal to one (1) times the employee's annual earnings at straight time rates per year rounded to the nearest \$1,000. Coverage shall begin upon completion of the probationary service.

Section 2. Hospitalization - Surgical - Medical Insurance. During the term of this Agreement, the Employer agrees to make available a group hospitalization benefit program, approved by the Employer, for eligible permanent regular full-time employees who are scheduled to work thirty (30) or more hours per week on a continuous basis and who elect to participate covering certain hospitalization, surgical and medical expenses for employee-only coverage and for eligible dependent coverage. The benefit program shall be on a voluntary basis for eligible employees. No employee shall be eligible to participate in the group benefit program if the employee is covered by other programs for the same purposes. The Employer agrees to contribute one hundred percent (100%) of the

required cost for employee-only coverage and eligible dependent coverage under terms and conditions governing the group benefit program as set forth in the master policy or policies governing the program. The Employer reserves the right to determine the method of providing the group benefit program including the right to establish and implement a self-insured program and the right to select any insurance carrier or carriers, provided current benefit levels remain substantially equivalent.

The group benefit program becomes effective for eligible employees on the first (1st) day of the month following completion of thirty-one (31) days of employment. The Employer's obligation for payment of the Employer's share of the required cost of the benefit program becomes effective for the month which commences the first (1st) day of the month following completion of the thirty-one (31) days of employment. In the event that an employee quits or the employee's employment with the Employer is otherwise terminated, or in the event that an employee is on layoff, the group benefit program shall continue in effect until the end of the last day of the month in which the quit, termination or layoff occurs. In the event that an employee is on leave of absence, the group benefit program shall continue in effect until the end of the last day of the month in which the leave of absence occurs; provided, however, that the group benefit program may be continued thereafter during the leave of absence, provided the employee makes the proper arrangements and the employee makes timely payment of the required cost of the benefit program. Other specific terms and conditions governing the group benefit program are set forth in the master policy or policies governing the program.

Section 3. Retirees. Effective January 1, 1992, the City agrees to allow employees who retire from City employment pursuant to the retirement plan referred to in this Agreement to continue as a participant in the hospital, medical and surgical group; provided, however, that the cost of the required premiums shall be paid in full by the retired employee and remitted to the City in accordance with such procedures as may be established by the City.

Section 4. Liability - The Employer will continue in force an insurance policy protecting employees against damages for false arrest which provides not less than the coverage presently in force (\$250,000 each person - \$500,000 general aggregate).

Section 5. Retirement. All employees will be included in the retirement plan provided by Act 345, Public Acts of 1937, as amended.

Effective November 1, 1996, the monthly pension benefit for police retirees shall be calculated at 2.75% for the first 25 years of service or age 50, whichever occurs last and 1% for each year thereafter. The maximum allowable benefit shall not exceed 75% of the final average compensation.

## ARTICLE 29

### UNIFORMS

Articles of uniform clothing except shoes and socks shall be provided by the Employer. On February 1 and August 1, each year the sum of \$250 shall be paid to each employee to provide for the cleaning, repair and general maintenance of personal items of uniform issued to the employee. Effective January 1, 1996, the amount of the maintenance allowance shall increase to three hundred (\$300) payable February 1 and August 1. Non-uniformed employees shall be reimbursed the sum of \$400 in like manner for the cleaning, repair and general maintenance of clothing worn in the performance of their duties. Effective January 1, 1996, the amount of the maintenance allowance shall increase to four hundred fifty (\$450) payable February 1 and August 1. The Employer reserves the right after consultation with the Association to provide for cleaning, repair and general maintenance in lieu of a cash payment.

## ARTICLE 30

### GENERAL

Section 1. Bulletin Boards. The City shall furnish bulletin boards in the departments and the City office which may be used for notices approved by the City and the Association.

Section 2. Safety. The City shall make reasonable provisions for the safety of its employees during their hours of employment and shall provide all safety devices and equipment which the City may require employees to use during their working hours. The grievance procedure will be available to employees who believe they are being required to utilize equipment that they feel is unsafe or unfit for the use intended.

Section 3. Residency All Employees shall reside and maintain their principal domicile within the limits of a 15 mile radius of the City of Mt. Pleasant. The center of such radius is defined as the Mt. Pleasant Department of Public Safety building. Any employee hired prior to January 1, 1992, and maintaining a domicile outside the limits of the 15 mile radius shall be exempt from such requirement until such time as the employee moves, purchases a new principle domicile or changes principle address. Upon any such occurrence the employee will conform to the residency requirement as specified.

ARTICLE 31

CLASSIFICATION

Section 1. Changes in job descriptions and establishment of new positions may be made when needs arise by the City, subject to advance notice to the Association President or to the next succeeding Association Officer if the President is not available. Seven (7) copies of the newly revised job description and all amendments shall be given to the Association President, or to the next succeeding Association Officer if the President is not available, prior to their implementation. A classification change may be the subject of a grievance.

ARTICLE 32

COMPENSATION

Section 1. Salaries.

- A. Effective the first full pay period beginning on or after January 1, 1995, employees shall be paid on the basis of the following hourly pay plan. Changes in pay rates shall be made commencing with the pay period nearest the employee's anniversary date.

	<u>Start</u>	<u>6 Months</u>	<u>1 Yr</u>	<u>2 Yrs</u>	<u>3 Yrs</u>
Police Officer(1)	\$9.88	\$12.94	\$14.25	\$15.43	\$16.59
Corporal(1)					16.97
Detective(2)					17.81

- B. Effective the first full pay period beginning on or after January 1, 1996, in the second (2nd) year of this Agreement, employees shall be paid on the basis of the following pay plan.

	<u>Start</u>	<u>6 Months</u>	<u>1 Yr</u>	<u>2 Yrs</u>	<u>3 Yrs</u>
Police Officer(1)	\$10.23	\$13.39	\$14.75	\$15.97	\$17.17
Corporal(1)					17.57
Detective(2)					18.44

- C. Effective the first full pay period beginning on or after January 1, 1997, in the third (3rd) year of this Agreement, employees shall be paid on the basis of the following pay plan.



	<u>Start</u>	<u>6 Months</u>	<u>1 Yr</u>	<u>2 Yrs</u>	<u>3Yrs</u>
Police Officer(1)	\$10.64	\$13.93	\$15.34	\$16.61	\$17.86
Corporal(1)					18.27
Detective(2)					19.17

- (1) Normal tour of duty within a normal work period consists of 84 hours.
- (2) Normal tour of duty within a normal work period consists of 80 hours.

Section 2. Police Officers who have not met basic Michigan Law Enforcement Council training requirements shall receive 95% of base pay until satisfactory completion of training.

Section 3. The salary of each employee upon completion of five (5) years of continuous service shall be adjusted for length of service in accordance with the following schedule. The adjustment shall be made to the salary designated "3 years" in Section 1.

After 5 years through 10 years	2-1/2%
After 10 years through 15 years	5%
After 15 years through 20 years	7-1/2%
After 20 years of service	10%

Employees hired on or after January 1, 1983. For employees who are employed by the City on or after January 1, 1983, in the bargaining unit covered by this Agreement, the longevity benefit for years of continuous service shall be as provided for in this paragraph as follows. Upon completion of five (5) years continuous service with the City, each full-time employee shall be eligible for an annual longevity benefit payment. The longevity benefit payment shall be a lump sum annual payment to eligible employees and shall be paid within a reasonable period of time following the employee's anniversary date in accordance with the following schedule:

<u>Years of Continuous Full Time Service Required</u>	<u>Annual Benefit Payment</u>
Less than 5 years	None
5 years but less than 10 years	\$ 350
10 years but less than 15 years	\$ 700
15 years but less than 20 years	\$1,050
More than 20 years	\$1,400

Employees who do not work a full year shall be eligible for the annual longevity benefit on a prorata basis.

Section 4. Shift Differential Premium. Employees shall be paid thirty cents (\$.30) for each hour worked on the 7:00 p.m. to 7:00 a.m. shift as additional compensation.

Section 5. An employee shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for hours actually worked on Easter Sunday.

### ARTICLE 33

#### SAVING CLAUSE

Should any part herein or any provision herein contained be rendered or declared invalid by reason of any existing or subsequent enacted legislation, or by any decree of a court or competent jurisdiction, such part or portion of this Agreement which is invalidated as aforesaid shall be subject to immediate negotiation.

### ARTICLE 34

#### TERMINATION

Section 1. Termination. This Agreement shall remain in force until December 31, 1997, 11:59 p.m., and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof. During negotiations all benefits will remain in effect.

CITY OF MOUNT PLEASANT

MOUNT PLEASANT PATROL  
OFFICERS ASSOCIATION AFFILIATED  
WITH THE POLICE OFFICERS  
ASSOCIATION OF MICHIGAN

By Susan Kay Smith  
Mayor

By Richard J. Sanbon  
City Clerk

Dated 11/11/96

By Douglas LaSone  
Negotiating Committee Member

By John C. Hill  
Negotiating Committee Member

By William G. Griffin  
Negotiating Committee Member

By [Signature]  
Negotiating Committee Member

LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT

AND

MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Voluntary Police Reserve

The City of Mt. Pleasant has established a Voluntary Police Reserve unit and a program to provide assistance and support to the Mt. Pleasant Police Department.

Policies and procedures governing the Voluntary Police Reserve have been discussed and are set forth in general detail in the Mt. Pleasant Police Department General Order entitled "Mt. Pleasant Police Reserve – Operational Procedures".

Regular full-time Certified Police Officers shall be held harmless for liability that may arise out of the action or lack of action taken by members of the Voluntary Police Reserve. It is provided, however, that this hold harmless commitment shall not apply and liability will extend to those orders given to a Reserve by a Certified Police Officer in situations where the order is contrary to law or Mt. Pleasant Police Department policy and procedure. If a Reserve exhibits conduct in such a way that would violate the law or Mt. Pleasant Department policy or procedure, the responsibility of the Certified Police Officer would be to either arrest the individual or report the incident to a Shift Commander.

It is agreed that if a conflict should occur between the provisions of the current Collective Bargaining Agreement between the City and the Mt. Pleasant Patrol Officers Association and the provisions of the General Order governing the Voluntary Police Reserve, then the provisions of the Collective Bargaining Agreement shall supersede.

CITY OF MOUNT PLEASANT

By Susan Kay Smith  
Mayor

By Rich Harbor  
City Clerk

Dated: 11/11/96

MT. PLEASANT PATROL OFFICERS  
ASSOCIATION AFFILIATED WITH THE  
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

By Douglas Salove  
Negotiating Committee Member

By John C. Hall  
Negotiating Committee Member

By William Suffin  
Negotiating Committee Member

By [Signature]  
Negotiating Committee Member

LETTER OF AGREEMENT  
CITY OF MOUNT PLEASANT  
AND  
MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Voluntary Police Reserve Unit (II)

In accordance with establishment of the City of Mt. Pleasant Voluntary Police Reserve Unit, policies and procedures were developed and included in the Mt. Pleasant Police Department General Order titled "Mt. Pleasant Police Reserve—Operational Procedures".

In order to establish a better understanding of the extent of the Reserve Program, the following description of range of duties is offered as a Letter of Understanding to the 1992-1995 agreement between the City and the P.O.A.M. Such statement is reflection of operating procedures as set forth in the General Order.

Reserve Officers shall be assigned under the direction and supervision of a regular, full-time, certified officer when assigned to police type activities, and will be used to assist certified officers, where possible, in such duties and activities as parade security and parade traffic control for special events, crowd control at athletic events, patrol observation, and ride along at the discretion of the shift supervisor, any special emergency situations in which the use of reserve assistance may help in restoring services to the community (such as civil disorder or civil disaster). Reserves may be assigned to work in conjunction with Park Rangers for routine park patrol activities. If reserves are to be assigned to activities not specifically listed in this order, the City will notify the Union to discuss the assignment prior to such an assignment.

Reserves may also be assigned, and are encouraged, to perform community service activities as deemed necessary and beneficial to various elements of the community. Community service activities for the purpose of this order shall be activities not included in the job description of a Mt. Pleasant

patrol officer. Example of such community services are posting of house address numbers, assisting elderly and impaired people with home security improvements, assistance at annual Halloween Haunted Forest, Isabella County Bike Fair and youth programs.

CITY OF MOUNT PLEASANT

By Susan Kay Smith  
Mayor

By Richard J. Sanborn  
City Clerk

Dated: 11/11/96

MT. PLEASANT PATROL OFFICERS  
ASSOCIATION AFFILIATED WITH THE  
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

By Douglas L. Lane  
Negotiating Committee Member

By [Signature]  
Negotiating Committee Member

By William Duff  
Negotiating Committee Member

By [Signature]  
Negotiating Committee Member

LETTER OF AGREEMENT  
CITY OF MOUNT PLEASANT  
AND  
MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Special Function and Special Duty Assignments

It is recognized that employee assignments to special functions and other special duties are made from time to time as determined by the Director of Public Safety and that such assignments vary in duration.

Such special duty or special function assignments are different than the many and varied employee assignments determined and made from time to time by and through the Director of Public Safety for periods of time of no particular fixed duration, and which are merely considered to be part of the employee's normal work responsibilities and duties.

During the collective bargaining negotiations leading to the 1986 Agreement between the City and the Police Officers Association, certain items were agreed upon regarding the special duty or special function employee assignments. These items do not apply to the many and varied employee assignments made from time to time which are considered to be part of an employee's normal work responsibilities and duties referred to above in the second paragraph.

1. Employee assignments to special functions and other special duties shall continue to be made as determined from time to time by the Director of Public Safety and for periods of time that vary in duration.

2. When an employee has been performing the same special duty or special function assignment for a continuous period of two (2) years, and if another employee expresses a stated interest in performing the assignment at least six (6) months prior to the end of the two (2) year cycle, then that employee shall receive the special duty or function assignment. This will allow for an orderly transition between officers and provide a time period for any necessary training. If there are two (2) or more employees who have expressed a stated interest in performing the assignment, then the selection shall be made by the Director of Public Safety from among those employees. If there are no employees who have expressed a stated interest in performing the assignment, then the employee who has been performing the special duty or function assignment may continue for a subsequent two (2) year cycle. In all cases, the length of any special duty or function assignment or continuation thereof shall be determined by the Director of Public Safety.

3. No special duty or special function assignment time prior to January 1, 1986, shall be counted toward the two (2) years.

CITY OF MOUNT PLEASANT

MT. PLEASANT PATROL OFFICERS  
ASSOCIATION AFFILIATED WITH THE  
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

By Susan Kay Smith  
Mayor

By Douglas LaSore  
Negotiating Committee Member

By Rick J. Sanbon  
City Clerk

By [Signature]  
Negotiating Committee Member

Dated: 11/11/96

By William Luffin  
Negotiating Committee Member

By [Signature]  
Negotiating Committee Member



LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT

AND

MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Thirteenth Check Provision

This letter sets forth the parameters of a thirteenth check provision agreed upon during negotiations between the City and the police officers leading to settlement of the 1992 agreement.

In accordance with this agreement any police retiree, retiring on or after January 1, 1993, shall be eligible to collect a thirteenth or one additional pension benefit payment payable on an annual basis. Payments shall be processed by the City within two weeks following the City's receipt of the actuarial report for the year immediately preceding and shall be pro-rated according to the number of months retired in the calendar year.

Such benefits will be computed on the following formula:

7.5% **TIMES** total annuities paid to police retirees  
in prior year

**DIVIDED** by total number of eligible police retirees

**EQUALS** payment to each eligible police retiree

provided that the fund's actuarial firm, as confirmed by the City's Police and Fire Retirement Board, determine that the Police Officer's Pension Fund maintains no less than an 84% funded position. In the event that the economic conditions of the City and the 345 Pension Fund change, the City and the POAM agree to enter into discussions to review potential amortization schedules.

CITY OF MOUNT PLEASANT

MT. PLEASANT PATROL OFFICERS  
ASSOCIATION AFFILIATED WITH THE  
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

By Susan Kay Smith  
Mayor

By Douglas J. [Signature]  
Negotiating Committee Member

By Rich J. [Signature]  
City Clerk

By [Signature]  
Negotiating Committee Member

Dated: 11/11/96

By William [Signature]  
Negotiating Committee Member

By [Signature]  
Negotiating Committee Member