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AGREEMENT

between

CITY OF MOUNT PLEASANT

and

**MOUNT PLEASANT SERGEANTS ASSOCIATION
AFFILIATED WITH THE COMMAND OFFICERS
ASSOCIATION OF MICHIGAN**

Effective: January 1, 2010 – December 31, 2012

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AGREEMENT

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THIS AGREEMENT, entered into on this 1st day of January 2010, between the City of Mount Pleasant (hereinafter referred to as the Employer) and the Mount Pleasant Sergeants Association affiliated with the Command Officers Association of Michigan (COAM), (hereinafter referred to as the Association).

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

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PURPOSE AND INTENT

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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, the employees, and the Association.

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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.

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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.

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ARTICLE 1 RECOGNITION - EMPLOYEES COVERED

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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:

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A. All full-time Police Sergeants of the City of Mt. Pleasant excluding classifications of Police Officer and Detective, Police Lieutenant, Police Captain, Director of Public Safety, 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.

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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

1 bargaining unit covered by this Agreement. The State and/or Federal
2 programs referred to are intended to be those programs designed primarily
3 to generate employment opportunities for the unemployed or the
4 underemployed. An example of this type of State and/or Federal program
5 referred to in this subparagraph is the Federal Comprehensive Employment
6 Training Act of 1973 (CETA). In the event that such an employee is no
7 longer employed pursuant to a State and/or Federal program and if the
8 employee is subsequently employed by the City of Mt. Pleasant on a
9 permanent, regular full-time basis in the Police Department bargaining unit,
10 the employee shall, at that time, become subject to the provisions of this
11 Agreement. In case of conflict between the terms of this Agreement and
12 the requirements of such State and/or Federal programs the requirements
13 of the State and/or Federal program shall be considered controlling.

14 **ARTICLE 2**
15 **ASSOCIATION**

- 16 A. Employees covered by this Agreement at the time it becomes effective
17 and who are members of the Association at that time or employees who
18 become members thereafter shall be required as a condition of continued
19 employment to continue membership in the Association for the duration of
20 this Agreement.
- 21 B. Employees covered by this Agreement who are not members of the
22 Association on the effective date, or employees who are entered into the
23 bargaining unit thereafter, and who choose not to become members of the
24 Association within thirty (30) days after the effective date of this
25 Agreement, or thirty (30) days from the date they are first entered into the
26 bargaining unit, shall as a condition of continued employment, either pay
27 to the Association a service charge equal to the regular Association
28 monthly membership dues or contribute a like amount to the United Way
29 each month as long as they remain a non-member.
- 30 C. Employees shall be deemed to have complied with the above
31 requirements within the meaning of this Section if they are not more than
32 sixty (60) days in arrears in payment of membership dues.
- 33 D. It shall be the responsibility of the Association to notify the Employer in
34 writing of any employees who fail to comply with the above requirements.

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ARTICLE 3
AID TO OTHER UNIONS

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

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ARTICLE 4
ASSOCIATION DUES

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

13 Section 2. Deductions during any calendar month shall be remitted to the
14 Association Treasurer immediately following the payroll when the deduction is taken.
15 Such officer shall be designated by written notice from the Association President.

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

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

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

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ARTICLE 5
DISPUTES CONCERNING MEMBERSHIP

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

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ARTICLE 6
REPRESENTATION

3 Section 1. The Employer agrees to recognize an Association Negotiating Committee
4 of not more than two (2) members selected by the members of the Association, each of
5 whom shall be a seniority employee working for the Employer and one COAM
6 representative. This Committee shall be the representative of the Association for
7 negotiating with the Employer.

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

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

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ARTICLE 7
DISCIPLINARY ACTION

18 Section 1. An employee who is removed from the employee's work for an interview
19 concerning disciplinary action that may be entered on the employee's employment
20 record may, if the employee so desires, have a Steward or elected Association Officer
21 present to represent the employee during such interview.

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

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

35 Section 4. Any reprimand entered in the employee's employment record shall be
36 removed from the employee's record after two (2) years from the date of the incident
37 causing reprimand, if, in the event, that during the intervening two (2) years, there are

1 no further reprimands entered on the file. When all evidence of the reprimand has
2 been removed, the same shall be returned to the employee, at the employee's request.

3 **ARTICLE 8**
4 **GRIEVANCE PROCEDURE**

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

11 Section 2. If no satisfactory adjustment is orally made with the Police Captain, the
12 aggrieved employee or the employee's representative may, within seven (7) calendar
13 days, submit the grievance to the Police Captain in writing and a written decision shall
14 be given the employee or the employee's representative within seven (7) calendar days.

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

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

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

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

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

1 absence of the employee and the Local President the decision shall be provided to an
2 employee representative of the Union.

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

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

15 A. After a grievance, which is arbitrable, is properly referred to arbitration, the
16 parties shall attempt as soon as reasonably convenient to select an
17 arbitrator. If no such arbitrator can be selected by mutual agreement, the
18 grievance may be submitted to one (1) arbitrator chosen by mutual
19 agreement from a panel of seven (7) arbitrators obtained from the Federal
20 Mediation and Conciliation Service; provided, however, the parties may
21 mutually agree upon another source. If the parties are unable to mutually
22 agree upon an arbitrator from this panel, the arbitrator shall be selected by
23 each party alternately striking a name from the panel of arbitrators with
24 the remaining name serving as the arbitrator.

25 B. The arbitrator shall limit the arbitrator's decisions strictly to the
26 interpretation and application or enforcement of the provisions of the
27 Agreement or its supplements and make no decision contrary to or
28 inconsistent with or modifying or varying the terms of the Agreement and
29 supplements.

30 C. There shall be no appeal from any arbitrator's decision. Such decision
31 shall be final and binding on the Association, its members, employee
32 involved and the Employer.

33 D. The compensation and expenses of the arbitrator and any costs incurred
34 in connection with the location of the arbitration hearing shall be shared
35 equally by the Employer and the Association.

36 E. The arbitrator shall have no authority to require the Employer to delegate,
37 alienate or relinquish any powers, duties, responsibilities, obligations or
38 discretions given it by State law or City Charter.

39 Section 7.

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

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ARTICLE 10 SPECIAL CONFERENCES

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

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ARTICLE 11 RIGHTS OF EMPLOYER

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

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ARTICLE 12 ASSOCIATION RESPONSIBILITIES

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

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

31 Section 3. Reasonable Accommodation Obligation. The Union and the Employer
32 recognize that, under state and federal law, the Employer has an affirmative duty and
33 ultimate responsibility to make reasonable accommodations with respect to the
34 employment of eligible individuals who have certain handicaps or disabilities. Neither
35 the Employer nor the Union shall be held liable for any deprivation of right suffered by
36 an employee resulting from the Employer or Union's compliance, including reasonable

1 accommodation, with the federal ADA. Accordingly, the Employer shall be permitted to
2 take all actions necessary to comply with state and federal laws.

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

5 **ARTICLE 13**
6 **SENIORITY**

7 **Section 1. Acquiring Seniority.**

8 A. Seniority shall be defined as the length of an employee's full-time service
9 with the Employer commencing from the last date of hire.

10 B. Bargaining Unit Seniority shall be defined as the length of full-time service
11 in this bargaining unit commencing from the date the employee was
12 assigned on a permanent basis.

13 C. Classification seniority shall be defined as the length of full-time service in
14 a specific classification covered by this Agreement from the date the
15 employee was assigned on a permanent basis.

16 D. New permanent employees hired or promoted into the Unit shall be
17 considered as probationary employees for the first one hundred eighty
18 (180) days of their employment. When an employee hired or promoted
19 into the Unit satisfactorily finishes the probationary period, the employee
20 shall be entered on the seniority list of the Unit and shall rank for seniority
21 from the date on which the employee was hired. There shall be no
22 seniority among probationary employees hired into the Unit. The
23 Employer may extend the probationary period of employees hired or
24 promoted into the Unit in situations where, in the opinion of the Employer,
25 an employee's performance has not been fully satisfactory; provided,
26 however, that any extension shall not exceed an additional six (6) months
27 and the Employer agrees to advise the employee regarding the reasons
28 for the extension. During the initial probationary period and any period of
29 extension, employees shall be allowed to accumulate and use paid sick
30 days in accordance with paid sick day provisions set forth in this
31 Agreement. It is provided, however, that in the event a hired employee's
32 employment with the Employer ceases prior to completion of the
33 probationary period or any period of extension, then any paid sick days
34 used by the employee shall be paid back to the Employer by way of
35 deduction from the employee's pay check and/or by way of direct payment
36 from the employee, as determined by the Employer.

- 1 E. An employee on authorized paid leave will continue to accrue seniority.
2 Authorized paid leave will include any approved paid leave time, including
3 Worker's Compensation benefits.
- 4 F. Seniority shall be cumulative so long as any layoff period does not exceed
5 accrued seniority at the time of layoff.
- 6 G. The Union shall represent all new hire probationary employees only for
7 the purpose of collective bargaining in respect to rates of pay, wages, and
8 hours of employment as set forth in Article 1 of this Agreement, but not for
9 purposes of discharge and discipline.

10 Section 2. Seniority Lists.

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

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

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

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

3 **ARTICLE 14**
4 **LAYOFF AND RECALL**

5 Section 1. Employees covered by this contract who face layoff may in lieu of layoff
6 bump an employee within the bargaining unit, provided the employee is bumping
7 someone of equal or lesser pay, have more classification seniority than the employee
8 being bumped, and have the competence and ability to perform the duties of the
9 position being bumped. If the employee facing layoff is unable to bump another
10 member of the bargaining unit, they may replace an employee covered by the Patrol
11 Officers contract with lesser departmental seniority, provided that the employee
12 demonstrates competence and ability to perform the duties of the position being
13 bumped, and the employee has previously held that position, and they have more
14 departmental seniority. The employee will be compensated at the next lower rate of
15 pay below their current hourly rate. An employee who is laid off may make
16 arrangements for personal payment of insurance premiums providing continuation of
17 these fringe benefits for the COBRA defined period of eighteen (18) months.

18 A. The word "layoff" means a reduction in the working force due to a
19 decrease in work or change or relocation in appropriation of funds by the
20 City Commission.

21 B. If it becomes necessary for a layoff, any employee within the classification
22 to be reduced may elect a voluntary layoff. In the event an employee
23 elects a voluntary layoff; his/her decision may not be rescinded. If no
24 voluntary layoff occurs, probationary employees will be laid off first and
25 seniority employees in the inverse order of the bargaining unit.

26 C. An employee being laid off must exercise his/her bumping right within
27 seventy two (72) hours of being notified of being laid off.

28 D. In the event the positions are reinstated, those employees laid off shall be
29 recalled by seniority to their former position whether or not they have
30 exercised their bumping rights, provided they are capable of performing
31 the assigned work.

32 Section 2. Recall Procedure.

33 A. In all instances, employees covered by this Agreement will be recalled in
34 accordance with their seniority. They shall be placed in job openings
35 available, provided that the employee demonstrates competence and
36 ability to perform the duties of the position in the new classification.

- 1 B. If an employee is laid off, and on or prior to the employee's last day of
2 employment, the Employer has posted, distributed and/or otherwise given
3 notice of the date of resumption of work, the employee shall report back to
4 work as provided in such notice.
- 5 C. When recalling an employee from layoff, the Employer shall notify the
6 employee by certified letter. An employee is responsible for keeping the
7 Employer informed of the employee's proper address. The Employer's
8 obligation is satisfied if the last known address given by the employee is
9 used.
- 10 D. If any employee fails to report for ten (10) calendar days from the date of
11 the postmark of the notice of recall, the employee shall be considered a
12 quit.

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ARTICLE 15 TRANSFERS

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

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ARTICLE 16
JOB POSTING AND BIDDING PROCEDURES

At such time as the Employer determines the existence of any vacancy in any appointed administrative position, the bargaining unit shall be notified in writing of such vacancy. Any member of the bargaining unit shall be eligible to apply for any such vacancy.

ARTICLE 17
TRAINING

Section 1. The Employer shall provide a minimum of four (4) sessions of firearms training each year during the term of this Agreement. Employees will be required to qualify with the minimum score established by the department. 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 department 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 mandatory 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 (refer to Article 20, Overtime). An employee functioning as the training instructor, as assigned by the Captain, is eligible for double time in accordance with Article 20.

Voluntary training of two (2) or more days shall be treated in the following manner. At the time an employee requests voluntary training the Employer will review the request. If the training is deemed appropriate, the Employer will review the employee's two-week work schedule containing the requested training dates and will adjust the affected employee's two-week work schedule to equal an 84 hour pay period. If the adjusted work schedule is mutually agreed upon by the Employer and the affected employee, the training will be approved and the change in the employee's work schedule will occur for that two-week pay period. If the revised work schedule cannot be mutually agreed upon between the supervisor and the affected employee, the Employer retains its right to deny the training or authorize overtime.

Section 3. All seniority employees have equal opportunity to participate in the training educational benefit program developed by the Employer in accordance with the following.

The Employer will issue a check to the employee, equaling 85% of the cost of tuition and fees, or 100% of the cost of tuition, whichever is greater. Payment will be made following receipt of the bill from the adult education or university for up to three (3)

1 courses per calendar year not to exceed ten (10) credit hours or one (1) internship not
2 to exceed twelve (12) credit hours, provided the following conditions are met.

3 A. The Employer's budget for the fiscal year is usually finalized in the month
4 of December, following a six (6) month budgetary process and, therefore,
5 in order for an application to be eligible for consideration, an employee
6 seeking further education under this Section is required to notify the
7 Department Head no later than June 1st of the current year for the
8 following year. If the course(s) are not specifically budgeted for, the
9 application will not be approved unless funds are available in the existing
10 departmental budget.

11 B. The course is job related, reflects on improved job performance, or is a
12 degree requirement.

13 C. The application for payment is submitted to the Department Head for
14 approval or disapproval in accordance with the advance notification
15 requirements of this Section. The application is then forwarded to the
16 Human Resources Director for final approval or disapproval.

17 D. A grade of "C" is attained on adult education or undergraduate work and
18 "B" on graduate work.

19 E. In the event the employee is receiving the cost of tuition from another
20 source, the employee shall be reimbursed for textbooks and/or required
21 class materials, provided, such costs are not subject to payment by
22 another source. Payment shall not exceed 85% of the cost of tuition and
23 fees, or 100% of the cost of tuition, whichever is greater, and shall be in
24 accordance with A, B and C above.

25 F. Upon receiving the written grade report, the employee has two (2) weeks
26 in which to submit it to Human Resources.

27 G. If the conditions of Paragraph D of this Section are not met, or the
28 employee terminates during the course, or the grade report is not
29 submitted, then payroll deduction for the check issued will commence.

30 **ARTICLE 18**

31 **WORKING HOURS**

32 Section 1. Work Period and Duty Shift. The normal work period for all employees
33 shall be a period of fourteen (14) consecutive days. The normal tour of duty within a
34 normal work period for all employees shall consist of 84 hours of work. The normal
35 duty shift or one duty day for all employees shall consist of a minimum of eight (8) and
36 a maximum of twelve (12) hours of work as defined by the shift. The tour of duty and
37 duty shift set forth in this Section are the normal periods of time for such purposes.

1 Section 2. Work Period and Tour of Duty – Detective Sergeant and YSU Sergeant.
2 The normal work period shall be a period of fourteen (14) consecutive days. The
3 normal tour of duty within a normal work period shall consist of 42 hours of work in five
4 (5) consecutive days, generally beginning on a Monday. The normal duty shift or one
5 duty day shall consist of a minimum of eight (8) and a maximum of twelve (12) hours of
6 work as defined by the shift. The tour of duty and duty shift set forth in this Section are
7 the normal periods of time for such purposes.

8 Section 3. Voluntary Trades. Subject to department manpower requirements,
9 employees shall be permitted to voluntarily trade work days; provided however, that
10 advance permission has been received from the Police Captain or his/her designee.

11 When an employee voluntarily trades his/her regularly scheduled pass day and works it
12 as part of his/her regularly scheduled eighty four (84) hours, he/she is not eligible for
13 overtime or double time payment or compensatory time for the hours traded. On the
14 traded day, if the employee actually works more hours than the normal duty shift, the
15 additional hours will be paid at the overtime rate.

16 **ARTICLE 19**
17 **STARTING AND REPORTING TIME**

18 Section 1. Starting time shall be the beginning of each scheduled shift. A day shift
19 for all employees is a minimum of eight (8) and a maximum of twelve (12) hours,
20 generally beginning no earlier than 7:00 a.m., and ending no later than 7:00 p.m. A
21 night shift for all employees is a minimum of eight (8) and a maximum of twelve (12)
22 hours, generally beginning no earlier than 7:00 p.m., and ending no later than 7:00 a.m.

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

28 Section 2. Shift preference for regularly scheduled shifts shall be exercised by non-
29 probationary employees based on bargaining unit seniority. At the beginning of each
30 three-month interval employees will be provided the opportunity to bid for shifts. Shift
31 assignment will be granted on the basis of bargaining unit seniority.

32 **ARTICLE 20**
33 **OVERTIME**

34 Section 1. Overtime Work. All employees shall work a reasonable amount of
35 overtime when so directed by their supervisor. For purposes of determining hours
36 worked in the computation of overtime, all authorized paid time off shall be considered
37 as time worked.

1 Section 2. Premium Pay for Overtime Work. Time and one-half (1 1/2) the
2 employee's straight time regular rate of pay shall be paid for all hours actually worked
3 over the normal duty shift in one duty day. Refer to Article 17 Section 2.

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

10 An employee may choose to earn compensatory hours at the rate of two (2) hours for
11 each overtime hour worked under this Section. All of the compensatory parameters
12 from Section 6. apply.

13 In the event the schedule of an employee who generally works five (5) days per week is
14 changed to four (4) days per week by mutual agreement between the employee and the
15 Employer, the following applies. The additional day off does not apply toward the first
16 or second day off when determining whether it is an employee's Sunday for double time
17 purposes. The employee's five (5) day per week schedule will be used to determine
18 first and second day off.

19 Section 4. Overtime created by an employee covered by this Contract shall first be
20 offered to all other employees covered by this Contract. If no employee is available to
21 work, the overtime will be offered to a Patrol Officers' unit employee, as specified in the
22 Agreement governing these employees. If no Patrol Officers' unit employee is available
23 to work, the Sergeants' unit employee having worked the least amount of overtime as
24 indicated by the overtime equalization list, shall be required to work the overtime,
25 provided contact can be made. If contact cannot be made, the Patrol Officers' unit
26 employee having worked the least amount of overtime, as indicated by the overtime
27 equalization list shall be required to work the overtime. In this event, the senior officer
28 on the shift will assume shift command responsibilities in the absence of a Sergeant.

29 Section 5. No Duplication or Pyramiding. There shall be no duplication or pyramiding
30 of overtime hours or pay or premium pay under any Section of this Agreement. This
31 prohibition on duplication or pyramiding shall be interpreted to mean that to the extent
32 that hours are compensated for at an overtime pay rate or premium rate under one
33 provision of this Agreement, such hours shall not be counted as hours worked in
34 determining overtime pay rates or premium rates under the same provision or any other
35 provision of this Agreement.

36 Section 6. Compensatory hours may be banked in lieu of pay for overtime, double-
37 time, holiday premium pay, and the FTO overtime premiums at the employee's choice.

38 There shall be a maximum of one hundred (100) hours accumulation of compensatory
39 hours allowed each employee. If the accumulated balance exceeds the maximum, the
40 employee will have the next pay period to use the excess hours. If not used, the

1 excess hours will be paid on the following paycheck. An employee may request each
2 year, payment of up to thirty (30) hours of unused accumulated compensatory hours
3 provided the employee submits the request to the Employer no later than November 1st.
4 Payment of compensatory hours shall be at the regular rate of the employee at the time
5 that the employee receives payment for compensatory hours and shall be paid on the
6 first Friday following the first pay date in December. Refer to Article 28 Section 3.
7 Health Care Savings Program for payment options.

8 Any discrepancies between the employee records and payroll records must be
9 addressed within two (2) pay periods or the payroll records prevail.

10 Upon separation of any employee from the service of the Employer other than by Leave
11 of Absence, the employee shall be paid for the unused portion of the employee's
12 accumulated compensatory time. Refer to Article 28 Section 3. Health Care Savings
13 Program for payment options.

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ARTICLE 21 EQUALIZATION OF HOURS

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

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

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

1 **ARTICLE 22**
2 **CALL PAY**

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

5 A. For call in early before the regularly scheduled shift the employee shall be
6 compensated at time and one-half (1 1/2).

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

11 Section 2. Employees who are requested, by not required, to attend meetings while
12 off duty shall receive three hours at one and one-half compensatory time.

13 **ARTICLE 23**
14 **HOLIDAYS**

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

21 Section 2. An employee shall be paid at the rate of one and one-half (1 1/2) times the
22 employee's regular hourly rate for hours actually worked on Easter Sunday. For the
23 purposes of the Section, the rate of pay is deemed to begin with the start of the day
24 shift and end twenty-four (24) hours later at the completion of the night shift.

25 Section 3. Within the limits set by an adequate work force full-time employees shall
26 be entitled to a combination of pay representative of one duty day, except in the case of
27 Good Friday which is calculated at one-half duty day at straight time-hourly rate,
28 exclusive of night shift and overtime premiums, or equal compensatory time off as
29 payment for each holiday set forth in Section 1. provided they meet all the following
30 eligibility requirements:

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

32 1. Holiday Payment for Probationary Employees. During the
33 probationary period, including any extension, employees shall
34 receive the holiday pay benefit as outlined in the holiday article of
35 this Agreement. It is provided, however, that in the event an
36 employee's employment with the Employer ceases prior to

1 completion of the probationary period or any period of extension,
2 then any holiday payment received by the employee shall be paid
3 back to the Employer by way of deduction from the employee's pay
4 check and/or by way of direct payment from the employee, as
5 determined by the Employer.

6 B. The employee must have worked the last scheduled working day prior to
7 and the next scheduled working day after such holiday, unless on
8 authorized paid leave.

9 The minimum time periods that may be taken by an eligible employee for holiday leave
10 are as follows:

11 A. Full Hour Duty Shift or Tour of Duty. An employee working a duty shift or
12 tour of duty, which consists of full hours in duration, may take multiple
13 units of one hour (1 hr.) increments.

14 B. One Half Hour Duty Shift or Tour of Duty. An employee working a duty
15 shift or tour of duty which consists of one-half hour (1/2 hr.) in duration
16 may take multiple units of one-half hour (1/2 hr.) increments.

17 C. An employee who works on a calendar holiday, as part of that employee's
18 regularly scheduled shift or as part of an approved voluntary trade shall be
19 compensated at the employee's overtime rate of time and one-half (1 ½)
20 for actual hours worked. An employee who works overtime hours on a
21 calendar holiday or who is called in to work on a calendar holiday on a
22 regularly scheduled day off shall be compensated at double time the
23 employee's regular rate for actual hours worked.

24 D. For purposes only of calculating year-end payment to employees for
25 unused holiday time, the year end payment for holidays shall not exceed
26 maximum payment of seventy six (76) hours. Such payment shall be paid
27 in accordance with this Section of the Agreement and shall occur on the
28 first Friday following the first pay date in December. Refer to Article 28
29 Section 3. Health Care Savings Program for payment options.

30 E. Any holiday leave benefit time paid in advance of the occurrence of the
31 actual holiday(s) shall be deducted from the final paycheck of the
32 terminating, retiring, or deceased employee as reimbursement to the City
33 for time paid but not earned.

34 F. An employee on an approved unpaid leave of absence is ineligible for
35 holiday pay for all holidays occurring during such leave.

36 G. Upon voluntary separation of any employee from the service of the
37 Employer other than by Leave of Absence, the employee shall be paid at
38 the time of separation for the unused portion of the employee's eligible
39 holiday, provided the employee shall have given two (2) weeks prior

1 written notice of the separation. Refer to Article 28 Section 3. Health Care
2 Savings Program for payment options.

3 Section 4. When one of the above holidays falls on a Saturday, eligible employees
4 may receive holiday pay, or part of the employees may be given the Friday off
5 preceding the holiday and part of the employees be given Monday off following the
6 holiday. When one of the above holidays falls on Sunday and the day following is
7 observed by the State or the Federal Government as a holiday, eligible employees shall
8 receive holiday pay for the day so observed. It is provided, however, that for
9 employees working on shift schedules, recognized holidays, which occur on Saturday or
10 Sunday, will be considered and observed on those calendar days for such employees.

11 Section 5. Sergeants Not Assigned to Road Patrol. Employees working any special
12 assignment, excluding BAYANET will generally take all holidays off and be
13 compensated at the straight time rate of pay. When a holiday falls on a Saturday or
14 Sunday, the employee will take the Employer-designated holiday off and be
15 compensated at the straight time rate of pay. In those instances where an employee is
16 required to work on a calendar or Employer-designated holiday, he/she will be
17 compensated in accordance with Section 3. of this Article. (Compensation for working
18 a special assignment is addressed in Article 32, Compensation.)

19 The year-end unused holiday payment will be paid in accordance with Section 3. of this
20 Article.

21 Section 6. Sergeant Assigned to the Detective Bureau. The Sergeant assigned to
22 the Detective Bureau will take all holidays off and be compensated at the straight time
23 rate of pay. When a holiday falls on a Saturday or Sunday, the Sergeant will take the
24 Employer-designated holiday off and be compensated at the straight time of pay. The
25 Sergeant is not eligible for the year-end payment for unused holiday time.

26 **ARTICLE 24**
27 **VACATIONS**

28 Section 1. Employees with more than one (1) year's seniority shall be eligible for
29 vacation leave as provided below. Vacation shall accrue to a maximum of three
30 hundred sixty (360) hours (except employees who earn two hundred (200) hours each
31 year may accrue four hundred twenty (420) hours) as of December 31 on a pro-rata
32 basis from month to month.

33 In order for an employee to be eligible to accrue vacation time for any particular month,
34 the employee must have worked one and one-half (1.5) pay periods. Failure to meet
35 this eligibility requirement in a particular month or months will result in a reduction of the
36 vacation benefit for which the employee would otherwise have been entitled.

<u>Years 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

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

9 The minimum time periods that may be taken by an eligible employee for vacation
10 leave are as follows:

11 A. Full Hour Duty Shift or Tour of Duty. An employee working a duty shift or
12 tour of duty, which consists of full hours in duration, may take multiple
13 units of one hour (1 hr.) increments.

14 B. One Half Hour Duty Shift or Tour of Duty. An employee working a duty
15 shift or tour of duty which consists of one-half hour (1/2 hr.) in duration
16 may take multiple units of one-half hour (1/2 hr.) increments.

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

20 Section 3. Upon voluntary separation of any employee from the service of the
21 Employer other than by Leave of Absence, the employee shall be paid at the time of
22 separation for the unused portion of the employee's accumulated vacation, provided the
23 employee shall have given two (2) weeks prior written notice of the separation. Refer to
24 Article 28 Section 3. Health Care Savings Program for payment options.

25

ARTICLE 25 SICK LEAVE

26

27 Section 1. An employee is required to notify the duty shift supervisor as soon as the
28 employee knows that absence from work will be necessary. Except in emergency

1 circumstances beyond the control of an employee, an employee must, at a minimum,
2 notify the duty shift supervisor of absence from work at least one (1) hour in advance of
3 the employee's regularly scheduled starting time. Failure to so notify prior to the
4 minimum one (1) hour provided in this Section shall mean that an employee is not
5 entitled to paid sick days except in emergency circumstances beyond the control of the
6 employee. An employee who does notify in accordance with the requirements of this
7 Section shall be entitled to sick leave and the use of paid sick days, provided the
8 employee is otherwise eligible under the provisions of this Agreement. It is expressly
9 understood and agreed that the minimum notification requirement set forth in this
10 Section shall not eliminate the general rule that an employee is required to notify as
11 soon as the employee knows that absence from work will be necessary. Unless other
12 arrangements are made with the Police Captain, (or designated representative), the
13 notification required in this Section shall be given prior to the beginning of each
14 scheduled shift.

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

20 The minimum time periods that may be taken by an eligible employee for sick leave are
21 as follows:

22 A. Full Hour Duty Shift or Tour of Duty. An employee working a duty shift or
23 tour of duty, which consists of full hours in duration, may take multiple
24 units of one hour (1 hr.) increments.

25 B. One Half Hour Duty Shift or Tour of Duty. An employee working a duty
26 shift or tour of duty which consists of one-half hour (1/2 hr.) in duration
27 may take multiple units of one-half hour (1/2 hr.) increments.

28 Section 2. In order for an employee to be eligible to accrue sick leave for any
29 particular month, the employee must have worked one and one-half (1.5) pay periods.
30 Failure to meet this eligibility requirement in a particular month or months will result in a
31 reduction of the sick leave benefit for which the employee would otherwise have been
32 entitled.

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

36 In accordance with Article 13 Section 1., probationary employees are eligible to use
37 accrued sick leave.

38 Section 3. There will be a maximum accrual of paid sick leave hours that a full-time
39 employee may accumulate. Employees hired in the bargaining unit covered by this
40 Agreement prior to January 1, 1983, shall have a maximum accumulation of sixteen

1 hundred (1600) hours. Employees hired on or after January 1, 1983, shall have a
2 maximum accumulation of twelve hundred (1200) hours. At calendar year end or at
3 retirement the value of a specified portion of the sick leave hours in excess of maximum
4 accruals shall be contributed to the employee's Health Care Savings Program (HCSP)
5 in January of the following year as follows:

<u>Number of Excess Hours</u>	<u>Value of Excess Hours Contributed to HCSP</u>
96	48
72-95	24
48-71	12
47-0	0

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7 Section 4. In situations where an employee experiences a non-job related accident
8 or illness, the employee may elect to use any earned but unused paid benefit time for
9 which the employee may be entitled in the amounts and order desired by the employee.
10 The benefit time shall be paid bi-weekly on the basis of an eighty-four (84) hour pay
11 period.

12 A. An employee who experiences a work-related illness or injury which is
13 compensable under the Worker's Compensation Law of the State of
14 Michigan, shall be provided pay, which, when combined with the
15 employee's Worker's Compensation benefit received shall equal the
16 employee's regular net pay. This payment shall begin with the 7th day of
17 incapacitation when worker's compensation payments are received up to
18 a maximum of twelve (12) weeks if no light duty exists which the
19 employee is capable of performing. Following the twelve-week period, the
20 employee may request in writing the prorated use of any earned but
21 unused paid benefit time to make up the difference between the worker's
22 compensation benefits received and the employee's regular net pay.
23 Such benefit time may be applied to the leave at the employee's option in
24 the amounts and order desired by the employee.

25 Section 5. In the event of death or retirement, an employee or the employee's estate
26 shall be compensated for one-half (1/2) the employee's accumulated sick leave up to a
27 maximum of eight hundred (800) hours with payment to be based upon the employee's
28 rate of pay at the time the employee's employment ceased. Refer to Article 28 Section
29 3. Health Care Savings Program for payment options. For purposes of this Section, an
30 employee shall be considered to be retiring if the employee immediately receives
31 pension benefits or terminates the employee's employment after reaching age 62.

32 Section 6. If the Employer has cause to suspect that there is an abuse of the paid
33 sick days policy, or if there is a pattern of absences, or if there is a pattern of using paid
34 sick days by one day absences, or if there is a pattern of absences which result in
35 extended weekend periods or extended holiday periods or extended scheduled time off,

1 the Employer reserves the right to require proof of sickness or accident or any
2 continuance thereof through a physician's certificate or other substantiation acceptable
3 to the Employer as a condition for receiving any paid sick days and if such proof or
4 substantiation is not provided, the Employer may upon prior notice to the employee,
5 deduct any amounts that may have been paid for those sick days from the employee's
6 pay. Any abuse of the paid sick days policy shall be subject to disciplinary action up to
7 and including discharge.

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

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

15 Section 8. Sick leave shall be allowed in the event of illness in the employee's
16 immediate household and/or the employee's immediate family subject to the approval
17 of the Police Captain or his/her designee. Immediate family for purposes of this section
18 shall be defined as spouse, child, parent, parent of current spouse, sister, brother,
19 grandparent. The use of paid sick leave for this purpose shall be subject to the same
20 terms and conditions as are applicable to the use of paid sick leave for an employee's
21 own sickness or accident.

22 Section 9. Sick leave may be used for doctor and dental appointments of the
23 employee, his/her spouse, and children. Any fraction of an hour will be charged as a
24 whole or one-half hour depending on whether the employee's duty shift or tour of duty
25 consists of whole or one-half (1/2) hour increments.

26 Section 10. Conclusive evidence that an employee is misusing sick leave may be
27 grounds for disciplinary action up to and including discharge.

28 Section 11. A full-time employee who at the end of the calendar year has fewer than
29 the maximum number of sick leave hours eligible to accrue and who has used three (3)
30 or less paid sick days during the calendar year shall have that number of paid sick days
31 actually used restored to the employee's accumulated paid sick day bank at the start of
32 the next calendar year. A full-time employee who, at the end of the calendar year, has
33 used five (5) or less paid sick days during the calendar year shall have one (1) paid sick
34 day actually used restored to the employee's accumulated paid sick day bank at the
35 start of the next calendar year. An employee's eligibility for the restoration benefit set
36 forth in this Section shall not occur until the end of the calendar year.

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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 receiving paid sick leave and/or worker's compensation benefits may be discharged, unless the employee has a history of performing such work prior to the leave, the number of hours performing the with work is not increased, and the nature of the work will not negatively impact the employee's ability to return to work in a timely manner.
- 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 Employer 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 in their request.

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

1 period of such active service. Upon termination of such service such
2 employees shall be offered re-employment in accordance with the terms
3 of the applicable Selective Service Act provided:

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

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

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

19 Section 5. Illness, Injury, Medical Leave. A medical leave of absence for illness,
20 injury or pregnancy shall be granted to employees with seniority upon proper application
21 subject to the Employer's right to require medical proof or other verification acceptable
22 to the Employer. If worker's compensation benefits are not available, an eligible
23 employee may also request and receive any earned but unused paid benefit time at the
24 employee's option in the amounts and order desired by the employee. The Employer
25 may request at any time as a condition of continuance of any medical leave of absence,
26 proof of continuing disability or sickness. An employee shall be entitled to be on an
27 unpaid medical leave of absence under this Section for a period of not more than sixty
28 (60) calendar days. Additional extensions of up to thirty (30) calendar days of time may
29 be granted upon proper application and subject to the Employer's right to require
30 medical proof or other verification acceptable to the Employer.

31 A. For medical leave of absence not covered by Worker's Compensation
32 benefits, an employee may be on leave under this section for a period of
33 not more than six (6) months after which time the employment relationship
34 shall be terminated. The six (6) months shall be defined as commencing
35 on the first date of the leave that the employee does not receive pay in the
36 form of accrued benefit time either because (1) the paid benefit time has
37 been exhausted or is not available, or because (2) the employee has
38 elected not to utilize all or part of the employee's paid benefit time.

39 B. For medical leave of absence due to injury on the job and which is
40 covered by Worker's Compensation benefits, an employee may be on

1 leave under this Section for a period of not more than two (2) years after
2 which time the employment relationship shall terminate. During this type
3 of leave of absence, the employee will continue to have hospitalization
4 insurance and term life insurance premiums paid by the Employer for a
5 maximum period of two (2) years or for the number of full months of
6 seniority with the Employer acquired by the employee at the time of the
7 injury, whichever is the lesser.

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

20 In situations where an employee's physical, medical or mental condition raises a
21 question as to the employee's capabilities to satisfactorily perform the employee's job,
22 or the safety of the employee or others, the Employer may require a fitness for duty
23 medical examination and certificate from the employee's physician. If the Employer
24 thereafter still questions the employee's condition, the Employer may require a second
25 fitness for duty medical examination and an opinion paid for by the Employer by an
26 Employer-selected physician.

27 In the event the opinions of the first two (2) physicians conflict, a third (3rd) fitness for
28 duty medical examination and opinion will be sought. Such examination and opinion
29 shall be paid for by the Employer. The third (3rd) physician shall be selected by mutual
30 agreement of the Union's Business Agent and the City. Such selection shall be made
31 within five (5) business days following receipt of the Employer-selected physician's
32 opinion. The five (5) day period may be extended upon mutual agreement by the
33 Union's Business Agent and the City.

34 In all cases, the Employer may require the employee to take a leave of absence and
35 this right shall not prohibit the Employer from taking any other action as may be
36 deemed appropriate under the circumstances.

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

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

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

8 **Section 6. Administrative Leave.**

9 A. The Association shall be granted a total of seven (7) duty days each
10 calendar year for administrative leave. Four (4) of these duty days must
11 be utilized solely for the purpose of educational seminars relating directly
12 to the Association activities or legislative activities. The remaining three
13 (3) may be used for any other Association business. The Association
14 President and the City Manager shall approve such leave. No more than
15 two (2) employees from the same scheduled work shift may be eligible for
16 such leave, except where there are sufficient personnel to maintain a
17 minimum shift.

18 B. Members of the Association elected to Association positions to do work
19 which takes them from their employment with the Employer shall, at the
20 written request of the Association, receive temporary leaves of absence
21 without pay for the term of office, provided it does not impair the operation
22 of the Department or place a burden on the scheduling of work.

23 **Section 7. Jury Leave and Pay.** An employee who is summoned and reports for jury
24 duty shall be granted a jury leave of absence with pay for such period. An employee
25 granted a leave of absence under this section who reports for jury duty on a day the
26 employee is otherwise scheduled to work shall be paid for time spent performing jury
27 duty at the employee's straight time regular rate of pay for up to the number of straight
28 time hours the employee was otherwise scheduled to work, exclusive of all premium
29 pay. In order to receive payment under this Section an employee must give the
30 Employer prior notice as far in advance as possible that the employee has been
31 summoned for jury duty and the employee must furnish satisfactory evidence that jury
32 duty was performed for the days the employee claims jury duty pay. An employee who
33 is summoned by the Court for jury duty during the employee's assigned shift but who
34 does not serve, as a juror must report for work promptly after being excused.
35 Immediately upon payment from the court for jury duty attendance, the employee will
36 bring the payment to the City Treasurer. The City Treasurer will retain the per diem
37 portion of the payment and reimburse the employee for the mileage portion of the
38 payment.

39 **Section 8. Political Leave.** An employee may be granted up to thirty (30) calendar
40 days leave without pay in order to run for an elective government office. Individual

1 employees when off duty shall be permitted to make campaign contributions and
2 express opinions on political matters.

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

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

21 Section 11. Personal Leave. Each employee with two hundred seventy (270)
22 calendar days of continuous service prior to January 1 shall be credited with two (2)
23 personal leave duty days, which may be used for personal business during the
24 succeeding twelve (12) months. Employees with less than two hundred seventy (270)
25 calendar day's service on January 1 will be credited with one (1) duty day for ninety (90)
26 to one hundred eighty (180) days service and one and one-half (1 1/2) duty days for
27 one hundred eighty (180) to two hundred seventy (270) calendar days. Personal leave
28 duty days may be denied only if the leave would reduce the shift below its minimum and
29 there is no employee available for overtime work. Employees are asked to notify the
30 Police Captain (or designated representative) of requested personal leave duty days as
31 far in advance as possible but in no event less than twenty-four (24) hours in advance.
32 The minimum increments that may be taken by an eligible employee for a paid personal
33 day are as follows:

34 A. Full Hour Duty Shift or Tour of Duty. An employee working a duty shift or
35 tour of duty, which consists of full hours in duration, may take multiple
36 units of one hour (1 hr.) increments.

37 B. One Half Hour Duty Shift or Tour of Duty. An employee working a duty
38 shift or tour of duty which consists of one-half hour (1/2 hr.) in duration
39 may take multiple units of one-half hour (1/2 hr.) increments.

40 Personal leave duty days that an employee desires to use during the month of
41 December must be scheduled no later than December 1st.

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

6 A. Paid court duty days must be approved by the Department Head before
7 an employee may be credited with a court day.

8 B. Since an employee may be in court less than a full shift or duty day the
9 employee may be required to report back to work for the employee's
10 regularly scheduled shift or may be granted pay for a full duty day upon
11 approval of the Department Heads.

12 Section 13. Family and Medical Leave. In accordance with federal law, employees
13 who have been employed for at least twelve (12) months and have worked at least
14 1,250 hours during the immediately preceding twelve (12) month period are eligible for
15 leaves of absence for any one, or more of the following reasons:

16 A. Birth of the employee's child and subsequent after birth care.

17 B. Placement of a child with the employee for adoption or foster care.

18 C. To care for the employee's spouse, son, daughter, or parent who has a
19 serious health condition.

20 D. For a serious health condition that makes the employee unable to perform
21 the employee's job.

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

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

33 A request for leave to care for the employee's spouse, son, daughter, or
34 parent who has a serious health condition, or a request for leave due to
35 the employee's own serious health condition that makes the employee
36 unable to perform the employee's job, must be supported by a medical
37 certification issued by the health care provider of the employee or the
38 employee's family member. If the Employer has reason to doubt the

1 validity of a medical certification, it may require the employee to obtain a
2 second opinion at the Employer's expense from a health care provider of
3 the Employer's choice. If the opinions of the employee's and the
4 Employer's designated health care providers differ, the Employer may
5 require the employee, at the Employer's expense, to obtain medical
6 certification from a third health care provider designated or approved
7 jointly by the Employer and the employee. The Employer shall have the
8 right to require medical re-certifications at reasonable intervals during the
9 leave, at the Employer's expense.

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

14 1. In cases where the leave is needed due to the birth of a child, or an
15 employee's or family member's serious health condition, accrued
16 but unused paid benefit time available to the employee shall be
17 applied in the amount and order desired by the employee.

18 2. In cases where the leave is needed due to the placement of a child
19 with the employee for adoption or foster care, any accrued benefit
20 time, except sick may be used.

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

23 C. Health Benefits During Leave. While on leave, an employee's coverage
24 under the Employer's group health program shall be continued (unless the
25 employee declines) on the basis and conditions, as coverage would have
26 been provided if the employee had been continuously employed during
27 the entire leave period. The employee must make arrangements with the
28 Employer for payment during the leave of any cost shared by the
29 employee under the health program.

30 D. Return From Leave. On return from leave, an employee shall be returned
31 to the same position the employee held when leave commenced, or to an
32 equivalent position with equivalent benefits, pay, and other terms and
33 conditions of employment, unless the employee is no longer qualified for
34 the position because of a physical or mental condition or the failure to
35 maintain a necessary license or certification. Employees whose leave
36 was occasioned by a serious health condition that made the employee
37 unable to perform their job are required to obtain and present medical
38 certification from the health care provider that they are fit for duty and able
39 to return and perform their work. This medical certification must be
40 submitted to the Employer at the time the employee seeks reinstatement
41 at the end of the leave, and failure to provide a satisfactory certification

1 **ARTICLE 28**
2 **INSURANCE AND RETIREMENT**

3 Section 1. Life Insurance. The Employer shall pay the premium for term life
4 insurance with double indemnity and accidental death and dismemberment equal to
5 one (1) times the employee's annual earnings at straight time rates per year rounded to
6 the nearest \$1,000. Coverage becomes effective for eligible employees the first (1st)
7 day of the month following completion of six (6) months of employment.

8 Section 2. Hospitalization - Surgical - Medical Insurance - Prescription Drugs. During
9 the term of this Agreement, the Employer agrees to make available a group
10 hospitalization benefit program, approved by the Employer, for eligible permanent
11 regular full-time employees who are scheduled to work thirty (30) or more hours per
12 week on a continuous basis and who elect to participate covering certain
13 hospitalization, surgical and medical expenses for employee-only coverage and for
14 eligible dependent coverage. The benefit program shall be on a voluntary basis for
15 eligible employees. No employee shall be eligible to participate in the group benefit
16 program if other programs cover the employee for the same purposes at the Employer's
17 discretion. The spouse of an employee who has health insurance available through
18 his/her employer must enroll in the health insurance if, as determined by the Employer,
19 the cost to the spouse is not prohibitive. The Employer agrees to provide employee-only
20 and eligible dependent coverage under terms and conditions governing the group
21 benefit program as set forth in the master policy or policies governing the program. The
22 Employer reserves the right to determine the method of providing the group benefit
23 program including the right to establish and implement a self-insured program and the
24 right to select any insurance carrier or carriers, provided current benefit levels remain
25 substantially equivalent.

26 The group benefit program becomes effective for eligible employees on the first (1st)
27 day following completion of thirty-one (31) days of employment. Effective January
28 2007, an employee premium co-share will be instituted. Payroll deductions for the
29 premium co-share will be in equal amounts and will be made on a pre-tax basis for
30 twenty four (24) of the twenty six (26) pays per year.

31 New employees, whose insurance becomes effective on or before the 15th day of the
32 month, will pay a full month's premium co-share. Employees whose insurance
33 becomes effective after the 15th day of the months begin paying the premium co-share
34 the following month. Premium co-share payments are deducted from the employee's
35 payroll check beginning with the first pay date following the effective date of benefits on
36 a prorated basis over the remaining pays. In the event that an employee quits or the
37 employee's employment with the Employer is otherwise terminated, or in the event that
38 an employee is on layoff, any premium co-share due will be deducted from the
39 employee's final regular paycheck. The group benefit program and the employee's
40 obligation for premium co-share shall continue in effect until the end of the last day of
41 the month in which the quit, termination or layoff occurs. In the event that an employee
42 is on leave of absence, the group benefit program shall continue in effect until the end
43 of the last day of the month in which the leave of absence occurs; provided, however,

1 that the group benefit program may be continued thereafter during the leave of
 2 absence, provided the employee makes the proper arrangements and the employee
 3 makes timely payment of the required cost of the benefit program. Other specific terms
 4 and conditions governing the group benefit program are set forth in the master policy or
 5 policies governing the program. To assist in paying for out-of-pocket expenses that
 6 may occur if faced with a life-threatening illness during the plan year, employees may
 7 cash in banked vacation, compensatory, holiday, and/or personal leave time and/or the
 8 Employer will make a low-interest loan available for the remainder, not to exceed the
 9 current year's maximum out-of-pocket amount.

10 The following health insurance and prescription drug programs are in effect for calendar
 11 years 2010-2012:

	In-Network	Out-of-Network
<u>Benefit Level</u>	2010-2012: <ul style="list-style-type: none"> • 90/10% unless noted under the plan • \$20 Office visit 	2010-2012: <ul style="list-style-type: none"> • 70/30% of reasonable and customary (R&C) charges on most services
<u>Annual Deductible</u>	2010-2012: <ul style="list-style-type: none"> • \$150 Individual • \$300 Family 	2010-2012: <ul style="list-style-type: none"> • \$400 Individual • \$700 Family <p style="text-align: center;"><i>In-network services apply toward satisfying the out-of-network deductible</i></p>
<u>Out-of-Pocket Maximums</u> (Does not include the deductible or office visit fees)	2010-2012: <ul style="list-style-type: none"> • \$600 Individual • \$1,200 Family 	2010-2012: <ul style="list-style-type: none"> • \$2,500 Individual • \$5,000 Family
<u>Employee Premium Co-Share</u> (pre-tax) Prorated over 24 pays in the year	2010: <ul style="list-style-type: none"> • \$400 Individual • \$800 Family 2011: <ul style="list-style-type: none"> • \$400 Individual • \$800 Family 2012: <ul style="list-style-type: none"> • \$450 Individual • \$900 Family 	
<u>Prescription Co-Payment</u>	2010-2012: <ul style="list-style-type: none"> • 20% of the cost with a minimum of \$15, not to exceed \$35 per prescription, regardless if generic or brand name • \$50 co-pay on drugs costing \$500 or more • Mail order – 2 x retail co-pay for a 90-day supply • Over the counter incentive – Employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. 	

	Reimbursement shall not exceed the cost of a pharmacy dispensed drug <ul style="list-style-type: none"> • \$250/month total maximum co-pay • \$500/yr. maximum smoking cessation benefit per enrollee
<u>Chiropractic</u>	2010-2012: <ul style="list-style-type: none"> • \$2,000/yr. maximum benefit per enrollee

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2 In lieu of the traditional health insurance and prescription drug program, a consumer
 3 driven health insurance with a Health Reimbursement Account (HRA) and prescription
 4 drug program is available to all employees through the cafeteria plan. Employees
 5 enrolled in this option do not have a premium co-share.

6 If during the term of this Agreement, any bargaining unit receives a better negotiated
 7 health care plan than the plan described above, members of this bargaining unit shall
 8 receive the plan bargained by the other union.

9 **Section 3. Health Care Savings Program (HCSP).** All employees shall participate in
 10 the Municipal Employees' Retirement System (MERS) Health Care Savings Program.
 11 Employees must, on a pre-tax basis, contribute the minimum amount for participation.

12 The Health Care Savings Program will be administered in accordance with the
 13 Municipal Employees' Retirement System Health Care Savings Program plan document
 14 and IRS regulations. If a conflict exists between this policy and the IRS regulations, the
 15 latter prevails.

16 A. **Year End Payouts.** Annually by November 1, an employee desiring to
 17 receive payment for unused holiday and compensatory hours as defined
 18 in Article 20, Overtime and Article 23, Holidays must complete and submit
 19 to the City payroll office a leave conversion form indicating the number of
 20 eligible compensatory and holiday hours for which the employee would
 21 like to receive in a check as a cash out of the eligible balances. In
 22 January of the following year, 100% of the cash value of any remaining
 23 compensatory and holiday hours elected for payment after the December
 24 payout will be contributed to the employee's Health Care Savings
 25 Account.

26 B. **Retirement Payouts.** No less than two weeks prior to an employee's
 27 retirement date, the employee may complete and submit to the City
 28 payroll office a leave conversion form indicating the number of eligible
 29 sick, vacation, holiday, and compensatory hours the employee desires to
 30 receive in a check as a cash out of the eligible balances. At the date of
 31 retirement, 100% of the cash value of any remaining and eligible sick,
 32 vacation, holiday, and compensatory balances shall be contributed to the
 33 employee's Health Care Savings Account.

1 Section 4. Retiree Definition. A retiree is a former employee of the City of Mt.
2 Pleasant who meets the eligibility standards for receiving pension benefits under the
3 pension plan they are enrolled in.

4 Section 5. Retirement Notification. Employees considering retiring from City
5 employment are required to file a written "notice of intent" to retire, six months in
6 advance of the employee's anticipated retirement date. A formal, written commitment
7 to retire, including a specific retirement date, must be provided not less than 30 days in
8 advance of the employee's retirement date. Such written notice shall be filed with the
9 Director of Public Safety and Human Resources. Any and all time limits may be waived
10 or altered upon the approval of the City Manager, Union President, and another person
11 selected by the City Manager and Union President, provided extenuating circumstances
12 or life-changing events occur.

13 Section 6. Retiree Health Care Plan.

14 A. Benefits. All members of the bargaining unit hired prior to January 1,
15 2010, who retire on or after the execution of this contract, will be eligible
16 for retiree health care benefits subject to the following provisions:

17
18 1. Retirees who qualify for and are in receipt of retirement benefits
19 from the City of Mt. Pleasant Police and Fire Retirement System
20 (Act 345) shall be entitled to continued coverage in the hospital,
21 medical and surgical group plan (under the same benefit levels,
22 cost sharing and other terms and conditions as established, from
23 time to time, for active employees under the plan). The City of Mt.
24 Pleasant Police and Fire Retiree Health Care Fund shall pay the
25 cost of the remaining monthly premiums. Any premium co-share
26 paid by active employees will also be paid by retirees on a monthly
27 basis. The Employer reserves the right to enter into substantially
28 equivalent policies or programs with commercial insurance carriers,
29 health maintenance organizations, preferred provider organizations
30 or any other qualified entity currently existing or created for the
31 purpose of providing benefits under the City of Mt. Pleasant Police
32 and Fire Retiree Health Care Plan (the "Plan").

33
34 2. Health Insurance Participation Options:

35
36 i) Enroll immediately upon retirement, or
37 ii) One-time deferment to a date/event certain, and
38 iii) If participation ceases, retiree is ineligible to participate in
39 the future

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41 3. All retirees who have at least 90%/10% health insurance plan
42 available to them from another employer or through their spouse
43 shall enroll for that coverage.
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4. Upon attaining the age of Medicare eligibility, all eligible Retirees shall enroll in both Medicare Part A and Part B and are obligated to pay for Medicare Part B. Once a Retiree is in receipt of Medicare A and B coverage, the Plan will provide complimentary coverage.
5. Retirees receiving health care benefits from the Plan may purchase, at Retiree's sole cost, coverage for his or her eligible spouse and/or dependent(s) as defined below.

Relationship to Retiree	Length of Eligibility for Coverage
Retired Employee (self)	Eligible for insurance benefits until death as long as: <ol style="list-style-type: none"> 1) Continuous coverage at retirement, OR take one-time insurance deferment option to a date/event certain and sign up at date/event certain; 2) Pay premiums on time; and 3) Sign up for Medicare A & B when eligible.
Spouse of Employee at retirement – still married	Eligible for insurance benefits until death as long as a dependent under retiree's plan.
Spouse of Employee at retirement – divorced	Spouse is no longer eligible after COBRA-defined length of time.
Spouse of Employee at retirement – widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent under the retiree's plan when the retiree was alive OR as long as sign up at date/event certain, which was decided upon if the retiree did the one-time deferment of the health decision. NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.
Become spouse of retiree after Employee's retirement	Not eligible for coverage.
Children of Employee at retirement	Eligible for insurance benefits until the age indicated in the plan

Relationship to Retiree	Length of Eligibility for Coverage
	document.
Children of Employee after retirement	If legal child of retiree, eligible for insurance benefits until the age indicated in the plan document.
Children of Employee after retiree passes away	Eligible for insurance benefits until the age indicated in the plan document.

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B. Retiree Health Care Fund. The City of Mt. Pleasant Police and Fire Retiree Health Care Fund (the “Fund”) shall be established under the authority of the Public Employee Health Care Fund Investment Act, Public Act 149 of 1999, for the purpose of providing health insurance benefits for the welfare of the Retirees of the City who are eligible to receive a retirement benefit from the City of Mt. Pleasant Police and Fire Retirement System (Act 345). A written Retiree Health Care Plan documents shall be prepared after adoption of this Section, which shall contain provisions regarding the establishment of the Fund, benefit eligibility and coverage, contributions to the Fund, investment of Fund Assets and Administration of the Plan and the Fund. The Pension Board of the City of Mt. Pleasant Police and Fire Retirement System shall be designated as the investment fiduciary of the Fund.

C. Funding. The cost of Retiree Health Care Benefits as provided herein shall be paid from the Fund. It is the intent of the parties in establishing the Fund to pre-fund the retiree health care benefits on an actuarial basis. The Employer reserves the right to fund retiree health care benefits on “pay-as-you-go” basis.

1. All active employees hired prior to January 1, 2010, are eligible to participate in the Retiree Health Care Fund. Participating employees shall contribute 2% of their gross wages to the Fund. The employees will pay such contributions, to the extent allowable under applicable law, to the Fund on a pre-tax (“employer pick-up”) basis.

2. Effective January 1, 2010, all active employees have thirty (30) days to irrevocably opt out of the City paying any portion of the cost of retiree health care and will be eligible for the deferred compensation matching program outlined in Article 28 Section 10.

- 1 3. The retiree health care benefits provided under the Plan shall be
2 considered a retirement benefit as defined in Public Act 345 of
3 1937, as amended. The benefits under the Plan will continue to be
4 administered by the Employer and will be considered an adjunct
5 retirement benefit for state and local laws, including funding and
6 millage purposes, but will not be a formal part of the Retirement
7 System trust fund provisions. The Employer shall appropriate from
8 the Act 345 Retirement System levy an amount sufficient to
9 maintain the Fund as provided herein and such amounts shall be
10 deposited directly into the Fund (rather than the Retirement System
11 trust fund).
12
- 13 4. In accordance with Public Act 28 of 1996, as amended, the parties
14 hereto approve the use of “excess earnings” of the Retirement
15 System, when available, for the payment of retiree health care
16 benefits. The use of said funds shall be limited to a period not to
17 exceed the earlier of either 10 years or such time as the actuary
18 certifies that the Fund is fully funded. At such times as PA 28 is
19 utilized to pay for current retiree health care expenses, the
20 Employer shall deposit all amounts levied and collected for retiree
21 health care benefits into the Fund. The Pension Board of the
22 Police and Fire Retirement System shall adopt a formal PA 28
23 Administrative Policy for compliance with applicable law based
24 upon the following:
25
- 26 i) The determination of excess investment earnings shall be
27 based upon the actuarial valuation of the assets (i.e. the 5
28 Year Smoothed Market of Assets Methodology);
29 ii) The use of excess earnings for current retiree health care
30 expenses will be based upon actuarial budgeting periods
31 (i.e. excess earnings for a fiscal year will be utilized for
32 current expenses for the calendar year commencing 1 year
33 and 1 day after the end of the applicable calendar year); and
34 iii) A PA 28 test and statement of compliance will be provided
35 annually by the Actuary.
36

37 Section 7. Liability. The Employer will continue in force an insurance policy
38 protecting employees against damages for false arrest which provides not less than the
39 coverage presently in force (\$250,000 each person - \$500,000 general aggregate).

40 Section 8. Retirement. All employees will be included in the retirement plan provided
41 by Act 345, Public Acts of 1937, as amended.

42 The employee’s contribution to the Act 345 Pension Plan shall be 4% of the employee’s
43 gross wages. Eligibility for retirement is a minimum of age 50 and a minimum of 25
44 years of service or age 60 with a minimum of 10 years of service. The plan provides for

1 a 3 year FAC (best 3 of final 5 years) and a 10 year vesting period. The monthly
2 pension benefit for police retirees shall be calculated at 2.75% for the first 25 years of
3 service or age 50, whichever occurs last and 1% for each year thereafter. The
4 maximum allowable benefit shall not exceed 75% of the final average compensation.

5 Section 9. Spouse Vesting. If an employee has worked and/or purchased at least
6 ten (10) years of service and a non-duty death occurs while employed by the City, the
7 employee's spouse will be paid a survivor pension for the remainder of the spouse's
8 life. The amount is computed as if the employee had retired the day preceding the
9 employee's death with a straight life pension and elected Option I.

10 If a duty death occurs while employed by the City, the employee's spouse will be paid a
11 survivor pension when worker's compensation benefits cease for the remainder of the
12 spouse's life. The amount is equal to the worker's compensation benefit paid when
13 worker's compensation benefits stop.

14 Section 10. Health Insurance at Retirement. The City agrees to allow employees
15 hired after January 1, 2010, and those who opted out of the Retiree Health Care Fund
16 who retire from City employment pursuant to the retirement plan referred to in this
17 Agreement to continue as a participant in the hospital, medical and surgical group. The
18 cost of the required premiums shall be paid in full by the retired employee and remitted
19 to the City in accordance with such procedures as may be established by the City.

20 Section 11. Deferred Compensation. Effective the first pay date in 2010, all full-time
21 employees hired after January 1, 2010, and those who opted out of the Retiree Health
22 Care Fund shall be eligible for a one-to-one contribution match up to two (2%) percent
23 of base salary to be paid by the City toward a City offered deferred compensation
24 program.

25 Section 12. Duty Death. In the event of a duty death of a Union member, the City will
26 pay the COBRA rate for health insurance for a surviving spouse and eligible
27 dependents for up to five (5) years or until the surviving spouse remarries, whichever
28 occurs first.

29 **ARTICLE 29**
30 **UNIFORMS**

31 A. Uniformed Employees. The Employer shall provide articles of uniform
32 clothing except shoes and socks. On February 1 and August 1, each year
33 the taxable sum of \$375 shall be paid to each employee to provide for the
34 cleaning, repair and general maintenance of personal items of uniform
35 issued to the employee. The February 1 payment covers the January to
36 June time periods and the August payment covers the July to December
37 time period.

1 An employee on an approved unpaid leave of absence is ineligible for the
2 uniform allowance unless the employee worked one and one-half (1.5)
3 pay periods during the month in which the leave occurred. Any
4 prepayment deemed ineligible will be deducted from the next scheduled
5 pay or the final pay, whichever occurs first.

6 B. Non-Uniformed Employees. Effective January 1, 2010, on February 1 and
7 August 1, each year the taxable sum of \$750 shall be paid to the
8 employee in the Detective Sergeant classification/special assignments of
9 Sergeants and \$525 shall be paid to all other non-uniformed employees to
10 provide for the cleaning, repair and general maintenance of personal
11 items of clothing worn in the performance of their duties. The February 1
12 payment covers the January to June time periods and the August
13 payment covers the July to December time period.

14 An employee on an approved unpaid leave of absence is ineligible for the
15 uniform allowance unless the employee worked one and one-half (1.5)
16 pay periods during the month in which the leave occurred. Any
17 prepayment deemed ineligible will be deducted from the next scheduled
18 pay or the final pay, whichever occurs first.

19 C. Proration for All Employees. The allowance shall be pro-rated to the date
20 of hire or date of termination as of the 15th of the month. An employee
21 whose date of hire occurs after the 15th of the month, or an employee
22 whose date of termination occurs before the 15th of the month shall not
23 receive payment for that month. Any uniform benefit payment which
24 includes time beyond the employee's termination date shall be deducted
25 from the final paycheck of the terminating employee. The Employer
26 reserves the right after consultation with the Association to provide for
27 cleaning, repair and general maintenance in lieu of cash payment.

28 **ARTICLE 30**
29 **GENERAL**

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

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

1 Section 3. Residency. All employees shall reside and maintain their principal
2 domicile within the limits of 30 miles from the nearest City limits of the City of Mt.
3 Pleasant.

4 Section 4. Labor-Management Committee. The Employer and the Union agree to
5 form a Labor-Management Committee. This committee may initially be comprised of
6 the members of the negotiating teams and will meet every other month at a mutually
7 agreed date and time, beginning the month after final signature of the contract. Any
8 member not on duty shall be compensated at the appropriate overtime rate for actual
9 time spent in the meetings.

10 **ARTICLE 31**
11 **CLASSIFICATION**

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

19 **ARTICLE 32**
20 **COMPENSATION**

21 Section 1. Salaries. Effective the first (1st) pay date beginning on or after January
22 1st, employees shall be paid on the basis of the following pay plans for each year of the
23 contract.

24 A. Employees hired prior to January 1, 1983, shall be paid on the basis of
25 the following hourly pay plan.

<u>Year</u>	<u>Classification</u>	<u>Hourly Rate</u>
2010	Sergeant	\$29.46
	Detective Sergeant	\$30.95
2011	Sergeant	\$30.34
	Detective Sergeant	\$31.88
2012	Sergeant	\$30.64
	Detective Sergeant	\$32.20

26 If, as certified by the Board of Review, taxable values of ad valorem
27 property (including, real and personal) increase by more than .5% in

1 2012, the Union’s wages increase will grow by one-half of the percentage
 2 increase (rounded to the nearest one-hundredth of a percent) in addition
 3 to the above 1%, not to exceed an additional 2% wage increase.

4 B. Effective the first full pay period beginning on or after January 1, 2010,
 5 employees hired on or after January 1, 1983, shall be paid on the basis of
 6 the following hourly pay plan.

<u>Year</u>	<u>Classification</u>	<u>Probation Hourly Rate</u>	<u>Non-Probation Hourly Rate</u>
2010	Sergeant	\$29.48	\$30.06
	Detective Sergeant		\$31.50
2011	Sergeant	\$30.36	\$30.96
	Detective Sergeant		\$32.45
2012	Sergeant	\$30.66	\$31.27
	Detective Sergeant		\$32.77

7 If, as certified by the Board of Review, taxable values of ad valorem
 8 property (including, real and personal) increase by more than .5% in
 9 2012, the Union’s wages increase will grow by one-half of the percentage
 10 increase (rounded to the nearest one-hundredth of a percent) in addition
 11 to the above 1%, not to exceed an additional 2% wage increase.

12 Normal tour of duty within a normal work period consists of 84 hours.

13 Section 2.

14 A. Employees Hired Prior To January 1, 1983. The salary of each employee
 15 upon completion of five (5) years of continuous service shall be adjusted
 16 for length of service in accordance with the following schedule. The
 17 adjustment shall be made to the employee’s current hourly pay rate and
 18 shall be made commencing with the pay period nearest the employee’s
 19 anniversary date.

 After 20 years of service 10%

20 B. Employees Hired On Or After January 1, 1983. There shall be no
 21 longevity benefit available for employees hired on or after January 1,
 22 1983.

23 Section 3. Shift Differential Premium. Employees shall be paid sixty cents (\$.60) for
 24 each hour worked (including overtime hours) on the 7:00 p.m., to 7:00 a.m., shift as
 25 additional compensation.

1 Section 4. Employees working special assignments, excluding assignments to the
2 Detective bureau, will receive a year-end lump sum annual payment in the amount of
3 \$1,200. Such payment will be pro-rated for those employees entering or leaving the
4 assignment. The 15th day of the month will be used to determine whether the employee
5 is eligible for that month's benefit.

6 Section 5. Field Training Officer (FTO) Premium. A qualified Field Training Officer
7 shall be compensated for 1.5 hours at the overtime rate above and beyond the Officer's
8 regular rate of pay for each duty shift the Officer actually serves as an FTO. In the
9 event an FTO must transfer from his or her desired shift to another shift in order to
10 accommodate the FTO program, that Officer shall be compensated at an additional 1.5
11 hours at the overtime rate above his or her regular rate of pay and the above-
12 established premium for each duty shift the Officer serves as an FTO on the other shift.

13 A Police Officer who may be forced to leave his or her shift to fill a vacancy created by
14 the transfer of the FTO shall be compensated with an additional \$100 per week in
15 addition to their regular rate of pay for each week that Officer is assigned on the other
16 shift. The Police Officer assigned shall be the one with the least departmental seniority
17 on the corresponding shift (with the same work and pass days) as the shift the Police
18 Officer has been original assigned. Such assignments may not exceed five-week
19 duration; however, an Officer may be removed from his or her desired shift for this
20 purpose for more than one five-week period during the calendar year.

21 **ARTICLE 33**
22 **SAVINGS CLAUSE**

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

27 **ARTICLE 34**
28 **TERMINATION**

29 Section 1. Termination. This Agreement shall remain in force until December 31,
30 2012, 11:59 p.m., and thereafter for successive periods of one (1) year unless either
31 party shall, on or before the sixtieth (60th) day prior to expiration serve written notice on
32 the other party of a desire to terminate, modify, alter, negotiate, change or amend this
33 Agreement. A notice of desire to modify, alter, amend, negotiate or change or any
34 combination thereof shall have the effect of terminating the entire Agreement on the
35 expiration date in the same manner as a notice of desire to terminate, unless before
36 that date all subjects of amendment proposed by either party have been disposed of by
37 agreement or by withdrawal by the party proposing amendment, modification, alteration,
38 negotiation, change or any combination thereof. During negotiations all benefits will
39 remain in effect.

CITY OF MOUNT PLEASANT

MOUNT PLEASANT SERGEANTS
ASSOCIATION AFFILIATED WITH THE
COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

By: 

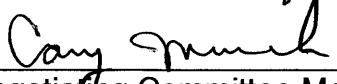
Mayor

By: 

Negotiating Committee Member

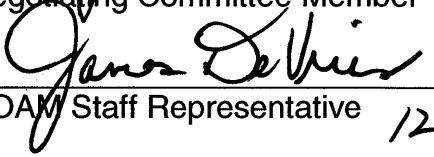
By: 

City Clerk

By: 

Negotiating Committee Member

Dated: 1/4/10

By: 

COAM Staff Representative 12-23-09

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1 **LETTER OF AGREEMENT**

2 CITY OF MT. PLEASANT

3 AND

4 COMMAND OFFICERS ASSOCIATION OF MICHIGAN

5
6 **SUBJECT:** Special Assignments of Sergeants

7
8 Upon the separation/termination of the incumbent Detective Sergeant (William
9 Bluemer) the classification of Detective Sergeant will become a special assignment.

10
11 The parameters agreed upon by the parties in relation to specific issues follow.

12
13 A. **Appointment.** Appointment to any special assignment shall be the sole
14 prerogative of the Director of Public Safety or his/her designee and may
15 be made from volunteers or assigned to any member of the unit. Any and
16 all Sergeants shall be eligible to volunteer for appointment to any specialty
17 assignment upon an Employer-declared vacancy and the Employer shall
18 seek volunteers from within the unit prior to any other recruitment or
19 appointment action.

20
21 If the Employer declares a vacancy following the separation/termination of
22 William Bluemer from the position of Detective Sergeant, the Employer
23 will hold a promotion process for Sergeant prior to any special assignment
24 appointment to Detective Sergeant.

25
26 The Employer may establish standards and requirements for appointment
27 eligibility for any or each assignment dependent upon the knowledge,
28 skills and abilities required for a particular assignment.

29
30 B. **Length of Assignments.** An employee meeting the expectations,
31 standards and objectives set forth by the Employer may retain his or her
32 special assignment indefinitely. If the special assignment is filled by
33 appointment rather than on a voluntary basis, the employee may
34 relinquish the assignment after two years.

35
36 C. **Working Hours and Holidays.** See Articles 19 and 23.

37
38 D. **Compensation.** All Sergeants, excluding the Detective Sergeant, who are
39 on special assignments shall receive a year-end lump sum annual
40 payment in the amount of \$1,200. See Article 32 Section 4.

41
42 Upon separation/termination of the incumbent (William Bleumer)
43 Detective Sergeant, the Detective Sergeant classification will be deleted
44 from the contract. From that time forward, throughout the life of this
45 contract, the Sergeant appointed to the assignment of Detective Sergeant


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will receive an additional 5% above the hourly wage of other Sergeants with similar dates of departmental hire.

CITY OF MOUNT PLEASANT


MOUNT PLEASANT SERGEANTS
ASSOCIATION AFFILIATED WITH THE
COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

By: 

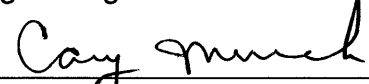
Mayor

By: 

Negotiating Committee Member


By: 

City Clerk

By: 

Negotiating Committee Member

Dated: 1/4/10

By: 

COAM Staff Representative
12-23-07

LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT SERGEANTS 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, and prior to January 1, 2002, 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 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 Sergeants Association agree to enter into discussions to review potential amortization schedules.

CITY OF MOUNT PLEASANT

MOUNT PLEASANT SERGEANTS
ASSOCIATION AFFILIATED WITH THE
COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

By: 

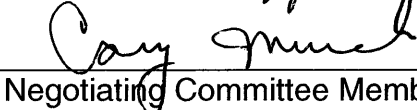
Mayor

By: 

Negotiating Committee Member

By: 

City Clerk

By: 

Negotiating Committee Member

Dated: 12-23-09 By: James Delvrie
COAM Staff Representative

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LETTER OF AGREEMENT

**CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT SERGEANTS 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 Sergeants 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

MOUNT PLEASANT SERGEANTS
ASSOCIATION AFFILIATED WITH THE
COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

By: 


Mayor

By: 

Negotiating Committee Member

By: 

City Clerk

By: 

Negotiating Committee Member

Dated: 1/4/10

By: 

COAM Staff Representative *12.23.09*

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32

LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT SERGEANTS 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."

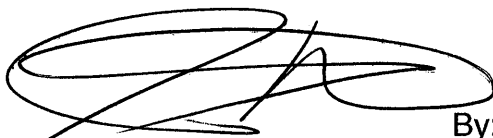
In order to establish a better understanding of the extent of the Reserve Program, the following description of range of duties is offered as a Letter of Understanding to the 1992-1995 agreement between the City and the Sergeants Association. Such statement is reflection of operating procedures as set 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.

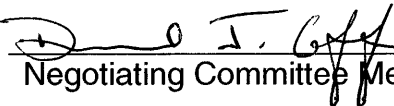
Reserves may also be assigned, and are encouraged, to perform community service activities as deemed necessary and beneficial to various elements of the community. Community service activities for the purpose of this order shall be activities not included in the job description of a Mt. Pleasant Patrol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

MOUNT PLEASANT SERGEANTS
ASSOCIATION AFFILIATED WITH THE
COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

By: 

Mayor

By: 

Negotiating Committee Member

City of Mt. Pleasant - COAM Agreement

By: *Jeremy Howard*
City Clerk

By: *Cary Munch*
Negotiating Committee Member

Dated: *1/4/10*

By: *James DeBries*
COAM Staff Representative

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