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**AGREEMENT**

between

**CITY OF MOUNT PLEASANT**

and

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

**Effective: January 1, 2010 – December 31, 2012**

## TABLE OF CONTENTS

1		
2	AGREEMENT .....	3
3	PURPOSE AND INTENT .....	3
4	ARTICLE 1 RECOGNITION – Employees Covered .....	3
5	ARTICLE 2 ASSOCIATION .....	4
6	ARTICLE 3 AID TO OTHER UNIONS.....	5
7	ARTICLE 4 ASSOCIATION DUES .....	5
8	ARTICLE 5 DISPUTES CONCERNING MEMBERSHIP.....	5
9	ARTICLE 6 REPRESENTATION .....	6
10	ARTICLE 7 DISCIPLINARY ACTION .....	6
11	ARTICLE 8 GRIEVANCE PROCEDURE.....	7
12	ARTICLE 9 STEWARDS.....	10
13	ARTICLE 10 SPECIAL CONFERENCES .....	10
14	ARTICLE 11 RIGHTS OF EMPLOYER.....	10
15	ARTICLE 12 ASSOCIATION RESPONSIBILITIES.....	11
16	ARTICLE 13 SENIORITY.....	11
17	ARTICLE 14 LAYOFF AND RECALL .....	13
18	ARTICLE 15 TRANSFERS .....	14
19	ARTICLE 16 JOB POSTING AND BIDDING PROCEDURES .....	15
20	ARTICLE 17 TRAINING.....	16
21	ARTICLE 18 WORKING HOURS .....	18
22	ARTICLE 19 STARTING AND REPORTING TIME .....	19
23	ARTICLE 20 OVERTIME .....	20
24	ARTICLE 21 EQUALIZATION OF HOURS.....	21
25	ARTICLE 22 CALL PAY.....	22
26	ARTICLE 23 HOLIDAYS.....	22
27	ARTICLE 24 VACATIONS .....	25
28	ARTICLE 25 SICK LEAVE.....	26
29	ARTICLE 26 OTHER LEAVES OF ABSENCE .....	29
30	ARTICLE 27 RULES AND REGULATIONS.....	37
31	ARTICLE 28 INSURANCE AND RETIREMENT .....	38
32	ARTICLE 29 UNIFORMS.....	45

1	ARTICLE 30 GENERAL.....	46
2	ARTICLE 31 CLASSIFICATION .....	47
3	ARTICLE 32 COMPENSATION.....	47
4	ARTICLE 33 SAVING CLAUSE .....	51
5	ARTICLE 34 TERMINATION .....	51
6	LETTER OF AGREEMENT.....	53
7	LETTER OF AGREEMENT.....	55
8	LETTER OF AGREEMENT.....	57
9	LETTER OF AGREEMENT.....	59
10	LETTER OF AGREEMENT.....	61
11	INDEX.....	63
12		
13		

1  
2  
3  
4  
5  
6  
7  
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**AGREEMENT**

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 Police Officers Association affiliated with the Police Officers Association of Michigan (POAM), (hereinafter referred to as the Association).

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

**PURPOSE AND INTENT**

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

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

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

**ARTICLE 1  
RECOGNITION – Employees Covered**

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

Section 1. All full-time Police Officers of the City of Mt. Pleasant in the classifications of Police Officer and Detective, excluding Director of Public Safety, Captain of Police, Police Inspector, Dispatchers, Firefighters, employees not eligible for 312 arbitration, confidential employees, temporary and seasonal employees, volunteers such as members of the Police Reserve Unit, supervisors, executives, and all other employees.

Section 2. Employees in the Police Department who are employed in job positions which are funded pursuant to applicable State and/or Federal programs shall be considered temporary employees and shall be within the bargaining unit

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

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## ARTICLE 2 ASSOCIATION

16 Section 1. Employees covered by this Agreement at the time it becomes  
17 effective 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 this  
20 Agreement.

21       A. Employees covered by this Agreement who are not members of the  
22 Association on the effective date, or employees who are entered  
23 into the bargaining unit thereafter, and who choose not to become  
24 members of the Association within thirty (30) days after the  
25 effective date of this Agreement, or thirty (30) days from the date  
26 they are first entered into the bargaining unit, shall as a condition of  
27 continued employment, either pay to the Association a service  
28 charge equal to the regular Association monthly membership dues  
29 or contribute a like amount to the United Way each month as long  
30 as they remain a non-member.

31       B. Employees shall be deemed to have complied with the above  
32 requirements within the meaning of this Section if they are not more  
33 than sixty (60) days in arrears in payment of membership dues.

34       C. It shall be the responsibility of the Association to notify the  
35 Employer in writing of any Employees who fail to comply with the  
36 above requirements.

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**ARTICLE 3  
AID TO OTHER UNIONS**

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

**ARTICLE 4  
ASSOCIATION DUES**

Section 1. Association Dues.

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

- A. Deductions during any calendar month shall be remitted to the Association Treasurer immediately following the payroll when the deduction is taken. . Such officer shall be designated by written notice from the Association President.
  
- B. In the case of employees rehired, or returning to work after layoff or leave of absence, or transferred back into the bargaining unit, who have properly re-executed "Authorization for Check off" forms, deductions will be made as provided herein.
  
- C. Any employee whose service is broken by death, or who quits, is discharged or laid off, or who is transferred outside the bargaining unit, shall cease to be subject to check off deductions beginning with the month immediately following the month in which such death, quit, discharge, layoff or transfer occurred.
  
- D. The Employer shall not be liable to the Association by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Association agrees to hold the Employer harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

**ARTICLE 5  
DISPUTES CONCERNING MEMBERSHIP**

Any dispute arising as to an employee's membership in the Association shall be reviewed by the designated representative of the Employer and a representative

1 of the Association, and if not resolved may be decided at any necessary,  
2 subsequent step of the grievance procedure.

3 **ARTICLE 6**  
4 **REPRESENTATION**

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

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

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

18 **ARTICLE 7**  
19 **DISCIPLINARY ACTION**

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

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

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

37 Section 4. Any reprimand entered in the employee's employment record shall  
38 be removed from the employee's record after two (2) years from the date of the

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

5 **ARTICLE 8**  
6 **GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

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

30 B. The arbitrator shall limit the arbitrator's decisions strictly to the  
31 interpretation and application or enforcement of the provisions of  
32 the Agreement or its supplements and make no decision contrary to  
33 or inconsistent with or modifying or varying the terms of the  
34 Agreement and supplements.

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

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

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

4     Section 7.

5           A.     The time limits established in the grievance procedure shall be  
6           followed by the parties hereto. If the Association does not follow the  
7           time procedure, the grievance shall be considered settled. If the  
8           Employer does not follow the time procedure, the grievance shall  
9           automatically advance to the next step, but excluding arbitration  
10          unless the Association requests arbitration in accordance with the  
11          procedures established in this Agreement. The time limits  
12          established in the grievance procedure may be extended by mutual  
13          agreement in writing. The Employer agrees to furnish an answer at  
14          each step of the grievance procedure within the time limits provided  
15          unless unusual circumstances occur.

16          B.     A grievance may be withdrawn by the employee or the employee's  
17          representative without prejudice to and including the grievance step  
18          involving the aforesaid Conference. Any grievance that is carried  
19          through by the employee or the employee's representative beyond  
20          the Conference may only be withdrawn with prejudice. In any  
21          event, when a grievance is withdrawn, all financial liabilities shall be  
22          canceled. If the grievance is reinstated, financial liability shall date  
23          only from the date of reinstatement. If a grievance is not reinstated  
24          within one (1) month from the date of withdrawal, the grievance  
25          may not be reinstated.

26          C.     Where one or more grievances involve the same or a similar issue,  
27          all such grievances shall be consolidated at the step of the  
28          grievance procedure, which deals with the aforesaid Conference.  
29          After such consolidation, any decision reached upon the same or  
30          similar issue of the various grievances shall bind each individual  
31          grievance involved.

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

35     Section 9.   Withdrawal of Cases.

36     Any grievance may be withdrawn at any time.

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**ARTICLE 9  
STEWARDS**

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

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

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**ARTICLE 10  
SPECIAL CONFERENCES**

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

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**ARTICLE 11  
RIGHTS OF EMPLOYER**

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

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**ARTICLE 12**  
**ASSOCIATION RESPONSIBILITIES**

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

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

9 Section 3. Reasonable Accommodation Obligation.

10 The Union and the Employer recognize that, under state and federal law, the  
11 Employer has an affirmative duty and ultimate responsibility to make reasonable  
12 accommodations with respect to the employment of eligible individuals who have  
13 certain handicaps or disabilities. Neither the Employer nor the Union shall be  
14 held liable for any deprivation of right suffered by an employee resulting from the  
15 Employer or Union's compliance, including reasonable accommodation, with the  
16 federal ADA. Accordingly, the Employer shall be permitted to take all actions  
17 necessary to comply with state and federal laws.

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

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**ARTICLE 13**  
**SENIORITY**

22 Section 1. Acquiring Seniority.

23 A. New permanent employees hired in the Unit shall be considered as  
24 probationary employees for twelve months after date of hire. When  
25 an employee satisfactorily finishes the probationary period, the  
26 employee shall be entered on the seniority list of the Unit and shall  
27 rank for seniority from the date on which the employee was hired in  
28 the Bargaining Unit.

29 There shall be no seniority among probationary employees. The  
30 Employer may extend the probationary period in situations where,  
31 in the opinion of the Employer, an employee's performance has not  
32 been fully satisfactory; provided, however, that any extension shall  
33 not exceed an additional six (6) months and the Employer agrees to  
34 advise the employee regarding the reasons for the extension.  
35 During the initial probationary period and any period of extension,  
36 employees shall be allowed to accumulate and use paid sick days  
37 in accordance with paid sick day provisions set forth in this  
38 Agreement. It is provided, however, that in the event an

1 employee's employment with the City ceases prior to completion of  
2 the probationary period or any period of extension, then any paid  
3 sick days used by the employee shall be paid back to the Employer  
4 by way of deduction from the employee's pay check and/or by way  
5 of direct payment from the employee, as determined by the  
6 Employer.

7 B. An employee on authorized paid leave will continue to accrue  
8 seniority. Authorized paid leave will include any approved paid  
9 leave time, including Worker's Compensation benefits.

10 C. Seniority shall be cumulative so long as any layoff period does not  
11 exceed accrued seniority at the time of layoff.

12 D. The Association shall represent probationary employees for the  
13 purpose of collective bargaining in respect to rates of pay, wages,  
14 and hours of employment as set forth in Article 1 of this Agreement  
15 except discharged and disciplined employees for other than  
16 Association activity.

17 E. Seniority shall be on a unit-wide basis in accordance with the last  
18 date of hire.

19 Section 2. Seniority Lists.

20 A. Seniority shall not be affected by the race, sex, marital status or  
21 dependents of the employee.

22 B. The Employer will keep the seniority list up to date at all times and  
23 will provide the Association President with sufficient up-to-date  
24 copies for each bulletin board in January and July of each year  
25 which will show the names and job titles of all employees of the  
26 Unit entitled to seniority.

27 Section 3. Loss of Seniority.

28 An employee shall lose seniority for the following reasons:

29 A. The employee quits or retires.

30 B. The employee is discharged and the discharge is not reversed  
31 through the procedure set forth in this Agreement.

32 C. The employee is absent for three (3) consecutive working days  
33 without notifying the Employer and without showing a reason  
34 satisfactory to the Employer for the absence. In proper cases,  
35 exceptions may be made. After such absence, the Employer will  
36 send written notification to the employee at the employee's last

1 know address on file with the Employer that the employee has lost  
2 seniority and the employee's employment has been terminated. If  
3 the disposition made of any case is not satisfactory, the matter may  
4 be referred to the grievance procedure.

5 D. If the employee does not return to work when recalled from layoff  
6 as set forth in the recall procedure. In proper cases exceptions  
7 may be made.

8 E. If the employee fails to return to work on the required date following  
9 a leave of absence unless otherwise excused for a reason  
10 satisfactory to the Employer. If the disposition made of any case is  
11 not satisfactory, the matter may be referred to the grievance  
12 procedure.

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

## 15 **ARTICLE 14**

### 16 **LAYOFF AND RECALL**

#### 17 Section 1. Layoff Defined.

18 In the event of layoff, the determination as to which classification or  
19 classifications shall be reduced in personnel will be made by the City Manager  
20 and City Commission. Employees covered by this contract who face layoff in  
21 one classification may replace an employee covered by this contract with lesser  
22 seniority in another classification, provided that the employee demonstrates  
23 competence and ability to perform the duties of the position in the new  
24 classification. An employee who is laid off may make arrangements for personal  
25 payment of insurance premiums providing continuation of these fringe benefits  
26 for the COBRA defined period of 18 months.

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

30 B. If it becomes necessary for a layoff, any Employee within the  
31 classification to be reduced may elect a voluntary layoff. In the  
32 event an employee elects a voluntary layoff, his/her decision may  
33 not be rescinded. If no voluntary layoff occurs, probationary  
34 employees will be laid off first and seniority employees in the  
35 inverse order of seniority.

#### 36 Section 2. Recall Procedure.



1 C. The Employer agrees to discuss with the Association any  
2 movement of work not covered by this Agreement in order to  
3 protect the seniority of the employees involved.

4 **ARTICLE 16**  
5 **JOB POSTING AND BIDDING PROCEDURES**

6 Section 1. All promotional job classification vacancies occurring in the  
7 bargaining unit covered by this Agreement, which are intended to be filled by the  
8 Employer, shall be posted on the bulletin boards for fourteen (14) calendar days  
9 prior to ceasing to accept applications and a copy provided to the Association  
10 President. Employees interested who have achieved a minimum of four (4)  
11 years of law enforcement experience in the Department shall apply on a form  
12 provided by the Employer during the posting period. The Association President  
13 may apply on behalf of an employee who is on leave. Vacancies occurring in the  
14 Police Officer job classification shall not be required to be posted.

15 The Employer, in its discretion, may elect to fill any vacant positions from sources  
16 outside the Police Department bargaining unit in the following situations: (1) no  
17 employees who have achieved a minimum of four (4) years of law enforcement  
18 experience in the Department submit an application for the position; (2)  
19 employees who submit an application are not qualified to perform the duties and  
20 responsibilities required in the position.

21 Section 2. An Assessment Center and Oral Board shall be conducted to  
22 determine the qualifications and ability of the employees who have achieved a  
23 minimum of four (4) years of law enforcement experience in the Department and  
24 who have applied for the promotional job position. Appointments shall be made  
25 on the basis of qualifications and ability. Seniority in the Department shall also  
26 be considered. The evaluation of qualifications and ability shall include an oral  
27 board and assessment center. The assessment center may include a written  
28 test. The oral board panel shall be comprised of two supervisory and two  
29 certified non-supervisory employees, which shall be selected by mutual  
30 agreement of the Union President and the Director of Public Safety. The various  
31 factors in the evaluation process for applicants shall be assigned the following  
32 weight in determining an applicant's total score:

Assessment Center	40%
Oral Board	40%
Seniority	20%

33 The seniority points will be based on .25 points for each completed month of  
34 service, not to exceed 20 years.

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

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

18 Section 4. During the trial period, employees will receive the rate of pay for the  
19 job being performed which rate shall be the next higher rate for the new  
20 classification above the employee's present pay, but the new rate shall not  
21 exceed the rate due any employee of the new classification with the same  
22 number of years of service as the employee being promoted. In the event the  
23 employee's rate of pay before the transfer is equal or higher than the rate paid  
24 the new position for equal service time, the employee shall be paid the rate  
25 established for the new position for employees of equal service within the Police  
26 Department bargaining unit.

## 27 **ARTICLE 17** 28 **TRAINING**

29 Section 1. The Employer shall provide a minimum of four (4) sessions of  
30 firearms training each year during the term of this Agreement. Employees will be  
31 required to qualify with the minimum score established by the department.  
32 Employees shall be required to so qualify at a minimum of one time per year or at  
33 the number of times per year as may be established by the department.

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

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

1 20, Overtime) An employee functioning as the training instructor, as assigned by  
2 the Captain, is eligible for double time in accordance with Article 20.

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

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

17 The Employer will issue a check to the employee equaling 85% of the cost of  
18 tuition and fees, or 100% of the cost of tuition, whichever is greater. Payment will  
19 be made following receipt of the bill from the adult education or university for up  
20 to three (3) courses per calendar year not to exceed ten (10) credit hours or one  
21 (1) internship not to exceed 12 credit hours, provided the following conditions are  
22 met.

23 A. The Employer's budget for the fiscal year is usually finalized in the  
24 month of December, following a six (6) month budgetary process  
25 and, therefore, in order for an application to be eligible for  
26 consideration, an employee seeking further education under this  
27 Section is required to notify the department head no later than June  
28 1<sup>st</sup> of the current year for the following year. If the course(s) are not  
29 specifically budgeted for, the application will not be approved  
30 unless funds are available in the existing departmental budget.

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

33 C. The application for payment is submitted to the department head  
34 for approval or disapproval in accordance with the advance  
35 notification requirements of this Section. The application is then  
36 forwarded to the Human Resources Director for final approval or  
37 disapproval.

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



1  
2  
**ARTICLE 19**  
**STARTING AND REPORTING TIME**

3 Section 1. Starting time shall be the beginning of each scheduled shift. A day  
4 shift for all employees is a minimum of eight (8) and a maximum of twelve (12)  
5 hours, generally beginning no earlier than 7:00 a.m., and ending no later than  
6 7:00 p.m. A night shift for all employees is a minimum of eight (8) and a  
7 maximum of twelve (12) hours, generally beginning no earlier than 7:00 p.m., and  
8 ending no later than 7:00 a.m.

9 A. The Association and the Employer shall mutually agree to any  
10 change in established shifts. It is understood and agreed that this  
11 restriction or change in established shift hours applies only to  
12 changes in the Employer's established periods of time for the  
13 Employer's various work shifts and does not apply to changes in  
14 work shift starting time for an employee due to the employee's  
15 transfer or assignment to a different shift.

16 Section 2. A normal duty shift or duty day for Detectives and Road Patrol  
17 Officers not assigned to road patrol shall normally start no earlier than 7:00 a.m.,  
18 and end no later than 7:00 p.m.

19 A. The Association and the Employer shall mutually agree to any  
20 change in established shifts. It is understood and agreed that this  
21 restriction or change in established shift hours applies only to  
22 changes in the Employer's established periods of time for the  
23 Employer's various work shifts and does not apply to changes in  
24 work shift starting time for an employee due to the employee's  
25 transfer or assignment to a different shift.

26 Section 3. Shift preference for regularly scheduled shifts shall be exercised by  
27 non-probationary employees based on time and grade seniority. At the  
28 beginning of each three-month interval employees will be provided the  
29 opportunity to bid for shifts. Shift assignment will be granted on the basis of  
30 seniority within the specific rank or job classification.

31 A. Because of the critical nature of the Field Training Officer Program,  
32 it is imperative that FTO's be assigned to shifts that allow for a  
33 variety of training experiences for a recruit during the new Police  
34 Officer training period. Management would determine these needs  
35 with input from FTO Sergeants. The specific shift may include any  
36 and all of the four uniform shifts as described in this contract. Once  
37 management has determined which shift requires FTO's for training  
38 new hires, the FTO's shall have an opportunity to come to  
39 consensus as to distribution of FTO's to fill the required shifts.







1 Section 2. An employee shall be paid at the rate of one and one-half (1½)  
2 times the employee's regular hourly rate for hours actually worked on Easter  
3 Sunday. For the purposes of this section the rate of pay is deemed to begin with  
4 the start of the day shift and end twenty-four (24) hours later at the completion of  
5 the night shift.

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

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

14 B. During the probationary period, including any extension, employees  
15 shall receive the holiday pay benefit as outlined in the holiday  
16 article of this Agreement. It is provided however, that in the event  
17 an employee's employment with the Employer ceases prior to  
18 completion of the probationary period or any period of extension,  
19 then any holiday payment received by the employee shall be paid  
20 back to the Employer by way of deduction from the employee's pay  
21 check and/or by way of direct payment from the employee, as  
22 determined by the Employer.

23 C. The employee must have worked the last scheduled working day  
24 prior to and the next scheduled working day after such holiday,  
25 unless on authorized paid leave.

26 D. The minimum time periods that may be taken by an eligible  
27 employee for holiday leave are as follows:

28 1. Full Hour Duty Shift or Tour of Duty.

29 An employee working a duty shift or tour of duty, which  
30 consists of full hours in duration, may take multiple units of  
31 one-hour (1 hr.) increments.

32 2. One Half Hour Duty Shift or Tour of Duty.

33 An employee working a duty shift or tour of duty, which  
34 consists of one-half hour (1/2 hr.) in duration, may take  
35 multiple units of one-half hour (1/2 hr.) increments.

36 E. An employee who works on a calendar holiday, as part of that  
37 employee's regularly scheduled shift or as part of an approved  
38 voluntary trade shall be compensated at the employee's overtime

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

6 F. For purposes only of calculating year-end payment to employees  
7 for unused holiday time, the year-end payment for holidays shall  
8 not exceed maximum payment of 76 hours. Such payment shall be  
9 paid in accordance with this section of the Agreement and shall  
10 occur on the first Friday following the first pay date in December.

11 G. An Employee on an approved unpaid leave of absence is ineligible  
12 for holiday pay for all holidays occurring during such leave.

13 H. Any holiday leave benefit time paid in advance of the occurrence of  
14 the actual holiday(s) shall be deducted from the final paycheck of  
15 the terminating, retiring, or deceased employee as reimbursement  
16 to the City for time paid but not earned.

17 Section 4. When one of the above holidays falls on a Saturday, eligible  
18 employees may receive holiday pay, or part of the employees may be given the  
19 Friday off proceeding the holiday and part of the employees be given Monday off  
20 following the holiday. When one of the above holidays falls on Sunday and the  
21 day following is observed by the State or the Federal Government as a holiday,  
22 eligible employees shall receive holiday pay for the day so observed. It is  
23 provided, however, that for employees working on shift schedules, recognized  
24 holidays, which occur on Saturday or Sunday, will be considered and observed  
25 on those calendar days for such employees.

26 Section 5. Patrol Officers not assigned to Road Patrol.

27 Employees working any special assignment, excluding BAYANET will generally  
28 take all holidays off and be compensated at the straight time rate of pay. When a  
29 holiday falls on a Saturday or Sunday, the employee will take the Employer-  
30 designated holiday off and be compensated at the straight time rate of pay. In  
31 those instances where an employee is required to work on a calendar or  
32 Employer-designated holiday, he/she will be compensated in accordance with  
33 Section 3 of this Article. (Compensation for working a special assignment is  
34 addressed in Article 32, Compensation.)

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

37 Section 6. Detectives will take all holidays off and be compensated at the  
38 straight time rate of pay. When a holiday falls on a Saturday or Sunday,  
39 Detectives will take the Employer-designated holiday off and be compensated at

1 the straight time rate of pay. Detectives are not eligible for the year-end payment  
2 for unused holiday time.

3 **ARTICLE 24**  
4 **VACATIONS**

5 Section 1. Employees with more than one (1) year's seniority shall be eligible  
6 for vacation leave as provided below. Vacation shall accrue to a maximum of  
7 three hundred sixty (360) hours (except employees who earn two hundred (200)  
8 hours each year may accrue four hundred twenty (420) hours) as of December  
9 31 on a pro-rata basis from month to month.

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

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

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

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

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

1 duration, may take multiple units of one-half hour (1/2 hr.)  
2 increments.

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

6 Section 3. Upon voluntary separation of any employee from the service of the  
7 Employer other than by Leave of Absence, the employee shall be paid at the  
8 time of separation for the unused portion of the employee's accumulated  
9 vacation, provided the employee shall have given two (2) weeks prior written  
10 notice of the separation.

11 **ARTICLE 25**  
12 **SICK LEAVE**

13 Section 1. An employee is required to notify the duty shift supervisor as soon  
14 as the employee knows that absence from work will be necessary. Except in  
15 emergency circumstances beyond the control of an employee, an employee  
16 must, at a minimum, notify the duty shift supervisor of absence from work at least  
17 one (1) hour in advance of the employee's regularly scheduled starting time.  
18 Failure to so notify prior to the minimum one (1) hour provided in this Section  
19 shall mean that an employee is not entitled to paid sick days except in  
20 emergency circumstances beyond the control of the employee. An employee  
21 who does notify in accordance with the requirements of this Section shall be  
22 entitled to sick leave and the use of paid sick days, provided the employee is  
23 otherwise eligible under the provisions of this Agreement. It is expressly  
24 understood and agreed that the minimum notification requirement set forth in this  
25 Section shall not eliminate the general rule that an employee is required to notify  
26 as soon as the employee knows that absence from work will be necessary.  
27 Unless other arrangements are made with the Police Captain or his/her  
28 designee, the notification required in this Section shall be given prior to the  
29 beginning of each scheduled shift.

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

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

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

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

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

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

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

15    Section 3. There will be a limit of sixteen hundred (1600) hours of sick leave  
16    with pay that a full- time employee may accumulate.

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

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

27           A.     An employee who experiences a work-related illness or injury which  
28                     is compensable under the Worker's Compensation Law of the State  
29                     of Michigan, shall be provided pay, which, when combined with the  
30                     employee's Worker's Compensation benefit received shall equal  
31                     the employee's regular net pay. This payment shall begin with the  
32                     7<sup>th</sup> day of incapacitation when worker's compensation payments  
33                     are received up to a maximum of twelve (12) weeks if no light duty  
34                     exists which the employee is capable of performing. Following the  
35                     twelve-week period, the employee may request in writing the  
36                     prorated use of any earned but unused paid benefit time to make  
37                     up the difference between the worker's compensation benefits  
38                     received and the employee's regular net pay. Such benefit time  
39                     may be applied to the leave at the employee's option in the  
40                     amounts and order desired by the employee.

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

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

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

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

27 Section 8. Sick leave shall be allowed in the event of illness in the Employee's  
28 immediate household and/or the Employee's immediate family subject to the  
29 approval of the Police Captain or his/her designees. Immediate family for  
30 purposes of this section shall be defined as spouse, child, parent, parent of  
31 current spouse, sister, brother, grandparent. The use of paid sick leave for this  
32 purpose shall be subject to the same terms and conditions as are applicable to  
33 the use of paid sick leave for an Employee's own sickness or accident.

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

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

1 Section 11. A full-time employee who at the end of the calendar year has used  
2 a maximum of three (3) paid sick days during the calendar year shall have that  
3 number of paid sick days actually used restored to the employee's accumulated  
4 paid sick day bank at the start of the next calendar year. A full-time employee  
5 who, at the end of the calendar year, has used more than three (3) and no more  
6 than a maximum of five (5) paid sick days during the calendar year shall have  
7 one (1) paid sick day actually used restored to the employee's accumulated paid  
8 sick day bank at the start of the next calendar year. An employee's eligibility for  
9 the restoration benefit set forth in this Section shall not occur until the end of the  
10 calendar year.

11 **ARTICLE 26**  
12 **OTHER LEAVES OF ABSENCE**

13 Section 1.

- 14 A. An employee must be a regular full-time employee with one  
15 hundred eighty (180) days of service in order to be eligible for any  
16 time of absence.
- 17 B. An employee accepting employment or being self-employed while  
18 receiving paid sick leave and/or worker's compensation benefits  
19 may be discharged, unless the employee has a history of  
20 performing such work prior to the leave, the number of hours  
21 performing the work is not increased, and the nature of the work will  
22 not negatively impact the employee's ability to return to work in a  
23 timely manner.
- 24 C. An employee giving false information to obtain a leave of absence  
25 may be discharged.
- 26 D. An employee on a leave of absence shall be subject to layoff in  
27 accordance with the provisions of this Agreement and shall be  
28 notified by the Employer by certified mail addressed to the last  
29 known address of the employee.
- 30 E. An employee who fails to return to work on the required date  
31 following a leave of absence shall lose seniority and shall be  
32 considered a voluntary quit unless otherwise excused for a reason  
33 satisfactory to the Employer.
- 34 F. An employee on leave of absence may make arrangements for  
35 payment of all insurance benefits.

1     Section 2.    Personal Reasons.

2           A.     A leave of absence without pay may be granted seniority  
3                   employees for personal reasons, not to exceed thirty (30) calendar  
4                   days. Such leaves shall be subject to the approval of the City  
5                   Manager. Requests for renewal of such leaves for further periods  
6                   not to exceed thirty (30) calendar days may be submitted to the City  
7                   Manager for possible approval at the City Manager's discretion in  
8                   situations involving extenuating circumstances due to sickness or  
9                   injury up to a maximum of one hundred eighty (180) days.

10          B.     An employee shall be required to state the exact reasons for such  
11                   leaves in their request.

12     Section 3.

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

19                   1.     The employee has received an honorable discharge or has  
20                   been relieved from active duty under honorable conditions.

21                   2.     The employee is physically able to perform a job.

22                   3.     The employee reports for work within ninety (90) calendar  
23                   days of discharge or release from active duty or release from  
24                   hospitalization continuing after discharge or release.

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

33     Section 4.    Education Leave.

34     The City Manager may authorize an educational leave without pay for a period of  
35     not more than one (1) year.

36     Section 5.    Illness, Injury, Medical Leave.

1 A medical leave of absence for illness, injury or pregnancy shall be granted to  
2 employees with seniority upon proper application subject to the Employer's right  
3 to require medical proof or other verification acceptable to the Employer. If  
4 worker's compensation benefits are not available, an eligible employee may also  
5 request and receive any earned but unused paid benefit time at the employee's  
6 option in the amounts and order desired by the employee. The Employer may  
7 request at any time as a condition of continuance of any medical leave of  
8 absence, proof of continuing disability or sickness. An employee shall be entitled  
9 to be on an unpaid medical leave of absence under this Section for a period of  
10 not more than sixty (60) calendar days. Additional extensions of up to thirty (30)  
11 calendar days of time may be granted upon proper application and subject to the  
12 Employer's right to require medical proof or other verification acceptable to the  
13 Employer.

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

24 B. For medical leave of absence due to injury on the job and which is  
25 covered by Worker's Compensation benefits, an employee may be  
26 on leave under this Section for a period of not more than two (2)  
27 years after which time the employment relationship shall terminate.  
28 During this type of leave of absence, the employee will continue to  
29 have hospitalization insurance and term life insurance premiums  
30 paid by the Employer for a maximum period of two (2) years or for  
31 the number of full months of seniority with the Employer acquired  
32 by the employee at the time of the injury, whichever is the lesser.

33 C. Employees are required to notify the Employer of any condition  
34 which will require a medical leave of absence under this Section  
35 supported by a physician's certificate showing the date for  
36 commencement of such leave and the required return to work date.  
37 The employee shall give this notice to the Employer as soon as the  
38 employee is first aware of the condition. Employees who are  
39 anticipating a medical leave of absence under this Section may be  
40 required to present a physician's certificate recommending that the  
41 employee continue at work and in all cases, the employee's  
42 attendance, job responsibilities, personal health needs and safety  
43 must be satisfactorily maintained. An employee desiring to return  
44 to work from a medical leave of absence under this Section must

1 present a physician's certificate indicating that the employee is  
2 physically and medically able to return to work and to satisfactorily  
3 perform the employee's job or present other verification acceptable  
4 to the Employer.

5 In situations where an employee's physical, medical or mental condition raises a  
6 question as to the employee's capabilities to satisfactorily perform the  
7 employee's job, or the safety of the employee or others, the Employer may  
8 require a fitness for duty medical examination and certificate from the employee's  
9 physician and/or require the employee to take a leave of absence; provided,  
10 however, that this right shall not prohibit the Employer from taking any other  
11 action as may be deemed appropriate under the circumstances. If the Employer  
12 thereafter still questions the employee's condition, the Employer may require a  
13 second fitness for duty medical examination and an opinion by a physician  
14 designated by the first two physicians named, and paid for by the Employer by an  
15 Employer-selected physician and/or require the employee to take a leave of  
16 absence; provided, however, that this right shall not prohibit the Employer from  
17 taking any other action as may be deemed appropriate under the circumstances.

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

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

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

30 Section 6. Administrative Leave.

31 A. The Association shall be granted a total of seven (7) duty days  
32 each calendar year for administrative leave. Four (4) of these duty  
33 days must be utilized solely for the purpose of educational  
34 seminars relating directly to the Association activities or legislative  
35 activities. The remaining three (3) may be used for any other  
36 Association business. The Association President and the City  
37 Manager shall approve such leave. No more than two (2)  
38 employees from the same scheduled work shift may be eligible for  
39 such leave, except where there are sufficient personnel to maintain  
40 a minimum shift.

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

7       Section 7.     Jury Leave and Pay.

8       An employee who is summoned and reports for jury duty shall be granted a jury  
9       leave of absence with pay for such period. An employee granted a leave of  
10       absence under this section who reports for jury duty on a day the employee is  
11       otherwise scheduled to work shall be paid for time spent performing jury duty at  
12       the employee's straight time regular rate of pay for up to the number of straight  
13       time hours the employee was otherwise scheduled to work, exclusive of all  
14       premium pay. In order to receive payment under this Section an employee must  
15       give the Employer prior notice as far in advance as possible that the employee  
16       has been summoned for jury duty and the employee must furnish satisfactory  
17       evidence that jury duty was performed for the days the employee claims jury duty  
18       pay. An employee who is summoned by the Court for jury duty during the  
19       employee's assigned shift but who does not serve as a juror must report for work  
20       promptly after being excused. Immediately upon payment from the court for jury  
21       duty attendance, the employee will bring the payment to the City Treasurer. The  
22       City Treasurer will retain the per diem portion of the payment and reimburse the  
23       employee for the mileage portion of the payment.

24       Section 8.     Political Leave.

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

29       Section 9.     Funeral Leave.

30       Upon request an employee may be granted one-half (1/2) duty day leave with  
31       pay to attend the funeral of a co-worker.

32       Section 10.    Bereavement Leave and Pay.

33       Upon request, an employee will be granted a leave of absence with pay for up to  
34       a maximum of three (3) scheduled working duty days that the employee is  
35       otherwise scheduled to work following the date of death of a member of the  
36       employee's immediate family in order to attend the funeral and take care of other  
37       necessary arrangements. Immediate family shall be defined as spouse, child,  
38       parent, parent of current spouse, sister, sister-in-law, brother, brother-in-law,  
39       grandparent or any relative living under the employee's roof. The maximum of

1 three (3) scheduled working duty days for which an employee may request and  
2 receive pay provided in this Section must be scheduled working days of the  
3 employee occurring with five (5) calendar days following date of death. An  
4 employee granted a leave of absence under this Section shall receive pay in an  
5 amount equal to what the employee would have earned by working the  
6 employee's scheduled straight time hours at the employee's straight time regular  
7 rate of pay, exclusive of all premium pay, on the scheduled working duty days for  
8 which paid leave is granted. Additional paid leave for travel purposes may be  
9 granted with the approval of the City Manager, which shall be charged against  
10 the sick leave record of the employee.

11 Section 11. Personal Leave.

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

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

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

34 Section 12. Court Days.

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

1           A.     The Department Head must approve paid court duty days.

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

6     Section 13.   Family and Medical Leave.

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

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

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

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

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

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

20    Section 14.   Requests for Leave and Medical Certification.

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

29           B.     A request for leave to care for the employee's spouse, son,  
30                 daughter, or parent who has a serious health condition, or a  
31                 request for leave due to the employee's own serious health  
32                 condition that makes the employee unable to perform the  
33                 employee's job, must be supported by a medical certification issued  
34                 by the health care provider of the employee or the employee's  
35                 family member. If the Employer has reason to doubt the validity of  
36                 a medical certification, it may require the employee to obtain a  
37                 second opinion at the Employer's expense from a health care

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

9 **Section 15. Paid Benefit Time Applied to Leave.**

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

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

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

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

22 **Section 16. Health Benefits During Leave.**

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

29 **Section 17. Return from Leave.**

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

1 end of the leave, and failure to provide a satisfactory certification may, as  
2 determined by the Employer, result in denial of reinstatement until the  
3 requirement is satisfied.

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

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

14 **ARTICLE 27**  
15 **RULES AND REGULATIONS**

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

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

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

33 Section 3. The City of Mt. Pleasant may institute minimum physical fitness and  
34 maintenance standards and related policies and procedures to achieve and test  
35 compliance with such standards. Terms and conditions of such standards are  
36 recognized to be the result of the collective bargaining process between the  
37 Employer and the Union. The Policy containing such standards, will be referred  
38 to as the Mt. Pleasant Public Safety (Police) Department Physical Fitness and  
39 Maintenance Standards Policy, and shall be made a part of the Standard Policy

1 and Procedure Manual of the Mt. Pleasant Public Safety Department. Initial  
2 standards will be instituted as soon as reasonably possible after January 1, 1993.

3 **ARTICLE 28**  
4 **INSURANCE AND RETIREMENT**

5 Section 1. Life Insurance.

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

11 Section 2. Hospitalization - Surgical - Medical Insurance - Prescription Drugs.

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

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

36 New employees, whose insurance becomes effective on or before the fifteenth  
37 (15<sup>th</sup>) day of the month, will pay a full month's premium co-share. Employees  
38 whose insurance becomes effective after the fifteenth (15<sup>th</sup>) day of the month  
39 begin paying the premium co-share the following month. Premium co-share  
40 payments are deducted from the employee's payroll check beginning with the

1 first pay date following the effective date of benefits on a prorated basis over the  
 2 remaining pays.

3 In the event that an employee quits or the employee's employment with the  
 4 Employer is otherwise terminated, or in the event that an employee is on layoff,  
 5 any premium co-share due will be deducted from the employee's final regular  
 6 paycheck. The group benefit program and the employee's obligation for  
 7 premium co-share shall continue in effect until the end of the last day of the  
 8 month in which the quit, termination or layoff occurs. In the event that an  
 9 employee is on leave of absence, the group benefit program shall continue in  
 10 effect until the end of the last day of the month in which the leave of absence  
 11 occurs; provided, however, that the group benefit program may be continued  
 12 thereafter during the leave of absence, provided the employee makes the proper  
 13 arrangements and the employee makes timely payment of the required cost of  
 14 the benefit program. Other specific terms and conditions governing the group  
 15 benefit program are set forth in the master policy or policies governing the  
 16 program. To assist in paying for out-of-pocket expenses that may occur if faced  
 17 with a life-threatening illness during the plan year, employees may cash in  
 18 banked vacation, compensatory, holiday, and/or personal leave time and/or the  
 19 Employer will make a low-interest loan available for the remainder, not to exceed  
 20 the current year's maximum out-of-pocket amount.

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

	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Benefit Level</b>	2010-2012: <ul style="list-style-type: none"> <li>• 90/10% unless noted under the plan</li> <li>• \$20 Office visit</li> </ul>	2010-2012: <ul style="list-style-type: none"> <li>• 70/30% of reasonable and customary (R&amp;C) charges on most services</li> </ul>
<b>Annual Deductible</b>	2010-2012: <ul style="list-style-type: none"> <li>• \$150 Individual</li> <li>• \$300 Family</li> </ul>	2010-2012: <ul style="list-style-type: none"> <li>• \$400 Individual</li> <li>• \$700 Family</li> </ul> <i>In-network services apply toward satisfying the out-of-network deductible</i>
<b>Out-of-Pocket Maximums</b> (Does not include the deductible or office visit fees)	2010-2012: <ul style="list-style-type: none"> <li>• \$600 Individual</li> <li>• \$1,200 Family</li> </ul>	2010-2012: <ul style="list-style-type: none"> <li>• \$2,500 Individual</li> <li>• \$5,000 Family</li> </ul>
<b>Employee Premium Co-Share</b> (pre-tax) Prorated over 24 pays in the year	2010: <ul style="list-style-type: none"> <li>• \$400 Individual</li> <li>• \$800 Family</li> </ul> 2011: <ul style="list-style-type: none"> <li>• \$400 Individual</li> <li>• \$800 Family</li> </ul>	

	2012: <ul style="list-style-type: none"> <li>• \$450 Individual</li> <li>• \$900 Family</li> </ul>
<b>Prescription Co-Payment</b>	2010-2012: <ul style="list-style-type: none"> <li>• 20% of the cost with a minimum of \$15, not to exceed \$35 per prescription, regardless if generic or brand name</li> <li>• \$50 co-pay on drugs costing \$500 or more</li> <li>• Mail order – 2 x retail co-pay for a 90-day supply</li> <li>• 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</li> <li>• \$250/month total maximum co-pay</li> <li>• \$500/yr. maximum smoking cessation benefit per enrollee</li> </ul>
<b>Chiropractic</b>	2010-2012: <ul style="list-style-type: none"> <li>• \$2,000/yr. maximum benefit per enrollee</li> </ul>

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

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

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

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

21 Section 5. Retiree Health Care Plan.

22 A. Benefits.

1 All members of the bargaining unit hired prior to January 1, 2010,  
2 who retire on or after the execution of this contract, will be eligible  
3 for retiree health care benefits subject to the following provisions:  
4

5 1. Retirees who qualify for and are in receipt of retirement  
6 benefits from the City of Mt. Pleasant Police and Fire  
7 Retirement System (Act 345) shall be entitled to continued  
8 coverage in the hospital, medical and surgical group plan  
9 (under the same benefit levels, cost sharing and other terms  
10 and conditions as established, from time to time, for active  
11 employees under the plan). The City of Mt. Pleasant Police  
12 and Fire Retiree Health Care Fund shall pay the cost of the  
13 remaining monthly premiums for employees. The Employer  
14 reserves the right to enter into substantially equivalent  
15 policies or programs with commercial insurance carriers,  
16 health maintenance organizations, preferred provider  
17 organizations or any other qualified entity currently existing  
18 or created for the purpose of providing benefits under the  
19 City of Mt. Pleasant Police and Fire Retiree Health Care  
20 Plan (the "Plan").  
21

22 2. Health Insurance Participation Options:  
23

- 24 i) Enroll immediately upon retirement, or
- 25 ii) One-time deferment to a date/event certain, and
- 26 iii) If participation ceases, retiree is ineligible to  
27 participate in the future  
28

29 3. All retirees who have at least 90%/10% health insurance  
30 plan available to them from another employer or through  
31 their spouse shall enroll for that coverage.  
32

33 4. Upon attaining the age of Medicare eligibility, all eligible  
34 Retirees shall enroll in both Medicare Part A and Part B and  
35 are obligated to pay for Medicare Part B. Once a Retiree is  
36 in receipt of Medicare A and B coverage, the Plan will  
37 provide complimentary coverage.  
38

39 5. Retirees receiving health care benefits from the Plan may  
40 purchase, at Retiree's sole cost, coverage for his or her  
41 eligible spouse and/or dependent(s) as defined below.  
42  
43  
44  
45

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"> <li>1) Continuous coverage at retirement, OR take one-time insurance deferment option to a date/event certain and sign up at date/event certain;</li> <li>2) Pay premiums on time; and</li> <li>3) Sign up for Medicare A &amp; B when eligible.</li> </ol>
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. <b>NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.</b>
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 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.
3. The retiree health care benefits provided under the Plan shall be considered a retirement benefit as defined in Public Act 345 of 1937, as amended. The benefits under the Plan will continue to be administered by the Employer and will be considered an adjunct retirement benefit for state and local laws, including funding and millage purposes, but will not be a formal part of the Retirement System trust fund provisions. The Employer shall appropriate from the Act 345 Retirement

1 System levy an amount sufficient to maintain the Fund as  
2 provided herein and such amounts shall be deposited  
3 directly into the Fund (rather than the Retirement System  
4 trust fund).

5  
6 4. In accordance with Public Act 28 of 1996, as amended, the  
7 parties hereto approve the use of "excess earnings" of the  
8 Retirement System, when available, for the payment of  
9 retiree health care benefits. The use of said funds shall be  
10 limited to a period not to exceed the earlier of either 10 years  
11 or such time as the actuary certifies that the Fund is fully  
12 funded. At such times as PA 28 is utilized to pay for current  
13 retiree health care expenses, the Employer shall deposit all  
14 amounts levied and collected for retiree health care benefits  
15 into the Fund. The Pension Board of the Police and Fire  
16 Retirement System shall adopt a formal PA 28  
17 Administrative Policy for compliance with applicable law  
18 based upon the following:

- 19  
20 i) The determination of excess investment earnings  
21 shall be based upon the actuarial valuation of the  
22 assets (i.e. the 5 Year Smoothed Market of Assets  
23 Methodology);  
24 ii) The use of excess earnings for current retiree health  
25 care expenses will be based upon actuarial budgeting  
26 periods (i.e. excess earnings for a fiscal year will be  
27 utilized for current expenses for the calendar year  
28 commencing 1 year and 1 day after the end of the  
29 applicable calendar year); and  
30 iii) A PA 28 test and statement of compliance will be  
31 provided annually by the Actuary.

32  
33 Section 6. Liability.

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

37 Section 7. Retirement.

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

40 The Employee's contribution to the Act 345 Pension Plan shall be 4% of the  
41 employee's gross wages. Eligibility for retirement is a minimum of age 50 and a  
42 minimum of 25 years of service or age 60 with a minimum of 10 years of service.  
43 The plan provides for a 3 year FAC (best 3 of final 5 years) and a 10 year vesting

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

5 Section 8. Spouse Vesting.

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

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

15 Section 9. Health Insurance at Retirement.

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

22 Section 10. Deferred Compensation.

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

27 Section 11. Duty Death.

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

31 **ARTICLE 29**  
32 **UNIFORMS**

33 A. Uniformed Employees.

34 The Employer shall provide articles of uniform clothing except  
35 shoes and socks. On February 1 and August 1, each year the  
36 taxable sum of \$375 shall be paid to each employee to provide for

1 the cleaning, repair and general maintenance of personal items of  
2 uniform issued to the employee. The February 1 payment covers  
3 the January to June time period and the August payment covers  
4 the July to December time period.

5 An Employee on an approved unpaid leave of absence is ineligible  
6 for the uniform allowance unless the Employee worked one and  
7 one-half (1½) pay periods during the month in which the leave  
8 occurred. Any prepayment deemed ineligible will be deducted from  
9 the next scheduled pay or the final pay, whichever occurs first.

10 **B. Non-Uniformed Employees.**

11 Effective January 1, 2010, on February 1 and August 1, each year  
12 the taxable sum of \$750 shall be paid to employees in the Detective  
13 classification and \$525 shall be paid to all other non-uniformed  
14 employees to provide for the cleaning, repair and general  
15 maintenance of clothing worn in the performance of their duties.  
16 The February 1 payment covers the January to June time period  
17 and the August payment covers the July to December time period.

18 **C.** An Employee on an approved unpaid leave of absence is ineligible  
19 for the uniform allowance unless the Employee worked one and  
20 one-half (1½) pay periods during the month in which the leave  
21 occurred. Any prepayment deemed ineligible will be deducted from  
22 the next scheduled pay or the final pay, whichever occurs first.

23 **D. Proration for All Employees.**

24 The allowance shall be pro-rated to the date of hire or date of  
25 termination as of the 15<sup>th</sup> of the month. An employee whose date  
26 of hire occurs after the 15<sup>th</sup> of the month, or an employee whose  
27 date of termination occurs before the 15<sup>th</sup> of the month shall not  
28 receive payment for that month. Any uniform benefit payment  
29 which includes time beyond the employee's termination date shall  
30 be deducted from the final paycheck of the terminating employee.  
31 The Employer reserves the right after consultation with the  
32 Association to provide for cleaning, repair and general maintenance  
33 in lieu of cash payment.

34 **ARTICLE 30**  
35 **GENERAL**

36 **Section 1. Bulletin Boards.**

37 The Employer shall furnish bulletin boards in the departments and the City office,  
38 which may be used for notices approved by the Employer and the Association.

1 Section 2. Safety.

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

8 Section 3. Residency.

9 All Employees shall reside and maintain their principal domicile within the limit of  
10 30 miles from the nearest City limits of the City of Mt. Pleasant.

11 Section 4. Labor-Management Committee.

12 The Employer and the Union agree to form a Labor-Management Committee.  
13 This committee will initially be comprised of the members of the negotiating  
14 teams and will meet every other month at a mutually agreed date and time,  
15 beginning the month after final signature of the contract. Any member not on  
16 duty shall be compensated at the appropriate overtime rate for actual time spent  
17 in the meetings.

18 **ARTICLE 31**  
19 **CLASSIFICATION**

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

27 **ARTICLE 32**  
28 **COMPENSATION**

29 Section 1. Salaries.

30 Effective the first (1<sup>st</sup>) pay date beginning on or after January 1, employees shall  
31 be paid on the basis of the following pay plans for each year of the contract.

32 A. **Employees hired prior to January 1, 1983**, shall be paid on the  
33 basis of the following hourly pay plan, which states the yearly  
34 effective date for each increase.

	<u>Pay Rate</u>
<u>January 2010</u>	
• Police Officer	\$26.04
• Detective	\$28.19
<u>January 2011</u>	
• Police Officer	\$26.82
• Detective	\$29.04
<u>January 2012</u>	
• Police Officer	\$27.09
• Detective	\$29.33

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**B. Employees hired on or after January 1, 1983, and on or before January 1, 1993, shall be paid on the basis of the following pay plan, which states the yearly effective date of each increase.**

	<u>Pay Rate</u>
<u>January 2010</u>	
• Police Officer	\$26.66
• Detective	\$28.81
<u>January 2011</u>	
• Police Officer	\$27.46
• Detective	\$29.67
<u>January 2012</u>	
• Police Officer	\$27.73
• Detective	\$29.97

5

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8

**C. Employees hired after January 1, 1993, shall be paid on the basis of the following pay plan, which states the yearly effective date for each increase.**

9

10

Changes in pay rates shall be made commencing with the pay period nearest the employee's anniversary date.

	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
<u>January 2010</u>				
• Police Officer	\$20.54	\$22.61	\$24.46	\$26.30
• Detective				\$28.45
<u>January 2011</u>				



<u>Years of Continuous Full Time Service Required</u>	<u>Annual Benefit Payment</u>
10 years but less than 15 years	\$ 700
15 years but less than 20 years	\$1,050
More than 20 years	\$1,400

1 Employees who do not work a full year shall be eligible for the  
2 annual longevity benefit on a pro-rata basis.

3 C. **Employees hired on or after January 1, 1983.**

4 Effective January 1, 2003, there shall be no longevity benefit  
5 available for employees hired on or after January 1, 1983.

6 **Section 4. Shift Differential Premium.**

7 Effective January 1, 2010, employees shall be paid sixty cents (\$.60) for each  
8 hour (including overtime hours) worked on the 7:00 p.m. to 7:00 a.m. shift as  
9 additional compensation.

10 **Section 5. Working In a Higher Classification.**

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

14 Any Police Officer temporarily serving as a shift supervisor for less than four  
15 consecutive shifts shall be compensated at the rate of \$1.50/hr. in addition to the  
16 employee's base rate, and any Police Officer serving as shift supervisor for four  
17 or more consecutive shifts shall be compensated at the probationary rate for a  
18 Sergeant.

19 **Section 6. Field Training Officer (FTO) Premium.**

20 A qualified Field Training Officer shall be compensated for 1.5 hours at the  
21 overtime rate above and beyond the Officer's regular rate of pay for each duty  
22 shift the Officer actually serves as an FTO. In the event an FTO must transfer  
23 from his or her desired shift to another shift in order to accommodate the FTO  
24 program, that Officer shall be compensated at an additional 1.5 hours at the  
25 overtime rate above his or her regular rate of pay and the above-established  
26 premium for each duty shift the Officer serves as an FTO on the other shift.

27 A Police Officer who may be forced to leave his or her shift to fill a vacancy  
28 created by the transfer of the FTO shall be compensated with an additional \$100  
29 per week in addition to their regular rate of pay for each week that Officer is

1 assigned on the other shift. The Police Officer assigned shall be the one with the  
2 least departmental seniority on the corresponding shift (with the same work and  
3 pass days) as the shift the Police Officer has been originally assigned). Such  
4 assignment may not exceed a five-week duration; however, an Officer may be  
5 removed from his or her desired shift for this purpose for more than one five-  
6 week period during the calendar year.

7 Section 7. Employees, including the officer assigned to BAYANET, working  
8 special assignments shall receive a year-end lump sum annual payment in the  
9 amount of \$1,200. Such payment shall be pro-rated for those employees  
10 entering or leaving the assignment using the 15<sup>th</sup> day of the month to determine  
11 whether the employee is eligible for that month's benefit.

12 **ARTICLE 33**  
13 **SAVING CLAUSE**

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

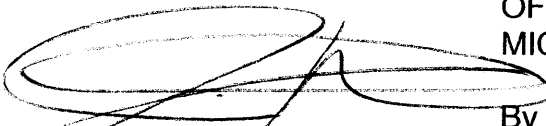
19 **ARTICLE 34**  
20 **TERMINATION**

21 Section 1. Termination.

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

CITY OF MOUNT PLEASANT

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

By   
Mayor

By   
Negotiating Committee Member

By Jeremy Howard  
City Clerk

Dated 10/26/09

By [Signature]  
Negotiating Committee Member

By [Signature]  
Negotiating Committee Member

By [Signature]  
Negotiating Committee Member

By [Signature]  
P.O.A.M. Staff Representative

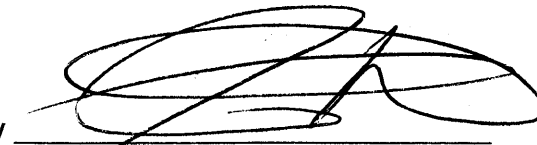
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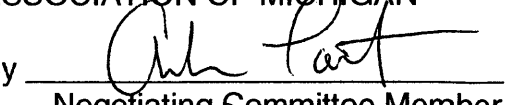


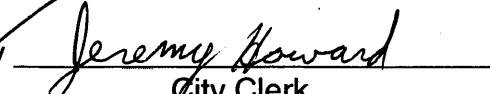
1 3. No special duty or special function assignment time prior to January 1,  
2 1986, shall be counted toward the two (2) years.  
3

CITY OF MOUNT PLEASANT

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

By   
\_\_\_\_\_  
Mayor

By   
\_\_\_\_\_  
Negotiating Committee Member

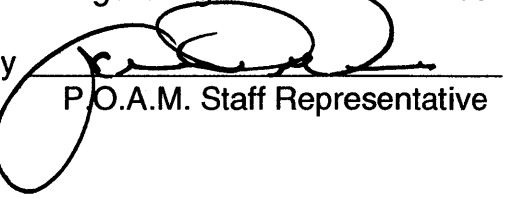
By   
\_\_\_\_\_  
City Clerk

By   
\_\_\_\_\_  
Negotiating Committee Member

Dated 10/26/09

By   
\_\_\_\_\_  
Negotiating Committee Member

By   
\_\_\_\_\_  
Negotiating Committee Member

By   
\_\_\_\_\_  
P.O.A.M. Staff Representative

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**LETTER OF AGREEMENT**

CITY OF MOUNT PLEASANT

AND

MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Voluntary Police Reserve

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

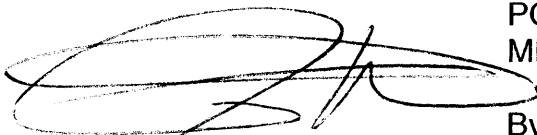
Policies and procedures governing the Voluntary Police Reserve have been discussed and are set forth in general detail in the Mt. Pleasant Police Department General Order entitled "Mt. Pleasant Police Reserve – Operational Procedures".

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

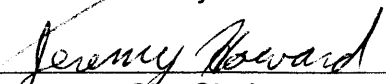
It is agreed that if a conflict should occur between the provisions of the current Collective Bargaining Agreement between the City and the Mt. Pleasant Patrol Officers Association and the provisions of the General Order governing the Voluntary Police Reserve, then the provisions of the Collective Bargaining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


CITY OF MOUNT PLEASANT

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

By   
Mayor

By   
Negotiating Committee Member

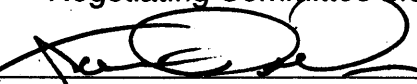
By   
City Clerk

By   
Negotiating Committee Member

Dated 10/26/09

By   
Negotiating Committee Member

By   
Negotiating Committee Member

By   
P.O.A.M. Staff Representative

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**LETTER OF AGREEMENT**

**CITY OF MOUNT PLEASANT**  
**AND**  
**MOUNT PLEASANT POLICE OFFICERS ASSOCIATION**

**SUBJECT:** Voluntary Police Reserve Unit (II)

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

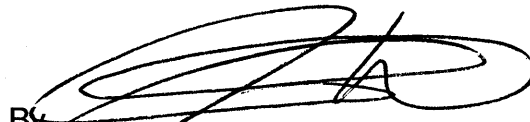
In order to establish a better understanding of the extent of the Reserve Program, the following description of range of duties is offered as a Letter of Understanding to the 1992-1995 agreement between the City and the P.O.A.M. Such statement is reflection of operating procedures as set forth in the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

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

Reserves may also be assigned, and are encouraged, to perform community service activities as deemed necessary and beneficial to various elements of the community. Community service activities for the purpose of this order shall be activities not included in the job description of a Mt. Pleasant Patrol Officer. Example of such community services are posting of house address numbers, assisting elderly and impaired people with home security improvements, assistance at annual Halloween Haunted Forest, Isabella County Bike Fair and youth programs.

CITY OF MOUNT PLEASANT

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

By   
\_\_\_\_\_  
Mayor

By   
\_\_\_\_\_  
City Clerk

Dated 10/26/09

By   
\_\_\_\_\_  
Negotiating Committee Member

By   
\_\_\_\_\_  
Negotiating Committee Member

By   
\_\_\_\_\_  
Negotiating Committee Member

By   
\_\_\_\_\_  
Negotiating Committee Member

By   
\_\_\_\_\_  
POAM Staff Representative

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**LETTER OF AGREEMENT**

CITY OF MOUNT PLEASANT  
AND  
MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

**SUBJECT:** Thirteenth Check Provision

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

In accordance with this agreement any police retiree, retiring on or after January 1, 1993, 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

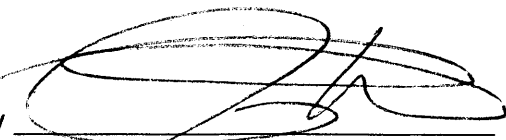
**DIVIDED** by total number of eligible police retirees

**EQUALS** payment to each eligible police retiree

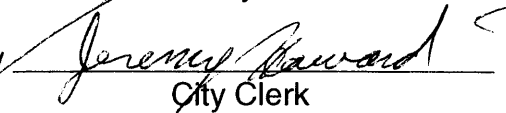
Provided that the fund's actuarial firm, as confirmed by the City's Police and Fire Retirement Board, determine that the Police Officer's Pension Fund maintains no less than an 84% funded position. In the event that the economic conditions of the City and the 345 Pension Fund change, the City and the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

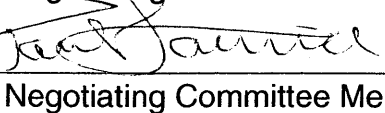
CITY OF MOUNT PLEASANT

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

By   
Mayor

By   
Negotiating Committee Member

By   
City Clerk

By   
Negotiating Committee Member

Dated 10/26/09

By   
Negotiating Committee Member

By   
Negotiating Committee Member

By   
POAM Staff Representative

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# LETTER OF AGREEMENT

## CITY OF MOUNT PLEASANT AND MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Park Police

During the collective bargaining negotiations leading to the 2010 Agreement between the City and the Police Officers Association of Michigan, a number of questions were asked by POAM in regard to "Park Police" positions. The following information is to clarify the intent of the City in the use of "Park Police."

1. Park Police are to be utilized only in City Parks. In the event Park Police are in transit between parks and observe a crime in progress, they may take police action.

2. The Park Police are NOT to provide regular patrol duties, other than in City parks, nor are Park Police intended to respond to calls for service outside the parks.

3. Park Police are not to "replace" full-time police officers.

This document does not prohibit in any fashion, the rights of the City to exercise any and all of the City's rights as an employer.

CITY OF MOUNT PLEASANT

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

By   
Mayor

By   
Negotiating Committee Member

By   
City Clerk

By   
Negotiating Committee Member

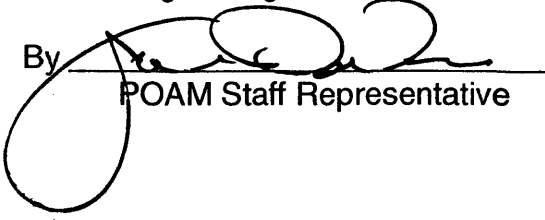
Dated 10/26/09

By   
Negotiating Committee Member

By   
Negotiating Committee Member

Negotiating Committee Member

By

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over a horizontal line.

POAM Staff Representative

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**INDEX**

3 Administrative Leave of Absence .....32

4 Aid To Other Unions .....5

5 Association.....33

6 Association Dues .....5

7 Association Responsibilities.....11

8 Bereavement Leave of Absence .....33

9 Bidding Procedures.....15

10 Call Pay.....22

11 Classification.....47

12 Compensation.....12, 31, 47

13 Court Duty Days.....34

14 Disciplinary Action.....6

15 Disputes Concerning Membership .....5

16 Duty Shift .....18, 23, 25, 27, 34

17 Education Leave of Absence .....30

18 Employees Covered.....3

19 Equalization of Hours.....21

20 Family and Medical Leave .....35, 37

21 Funeral Leave of Absence .....33

22 General .....46

23 Grievance Procedure .....7

24 Health Benefits.....38

25 Health Benefits During Leave .....36

26 Holidays .....8, 22

27 Illness, Injury, Medical Leaves of Absence .....30

28 Insurance .....38

29 Insurance and Retirement.....38

30 Job Posting .....15

31 Job Posting and Bidding .....15

32 Jury Leave of Absence.....33

33 Layoff and Recall .....13

34 Life Insurance .....38

35 Membership .....5

36 Other Leaves of Absence.....29

37 Overtime .....20, 22

38 Personal Leave Duty Days.....34

39 Police Officers Association of Michigan (POAM) .....3, 6, 51, 54, 55, 58, 59, 61

40 Political Leave of Absence .....33

41 Purpose and Intent.....3

42 Representation.....6

43 Residency .....47

44 Retirees.....40

45 Retirement .....44

1	Rights of Employer.....	10
2	Rules and Regulations .....	37
3	Seniority .....	11, 12, 15, 27, 30
4	Shift Differential Premium .....	50
5	Special Conferences.....	10
6	Starting and Reporting Time .....	19
7	Stewards.....	6, 7, 10, 11
8	Termination.....	51
9	Tour of Duty .....	18, 23, 25, 26, 27, 34
10	Training.....	4, 16, 19, 50
11	Transfers.....	14
12	Uniforms.....	45
13	Vacation .....	25, 26
14	Wages.....	12, 31, 47
15	Working Hours .....	18
16		

