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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, 2025 – December 31, 2028

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AGREEMENT

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THIS AGREEMENT, entered into on this 1st day of January, 2025, 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).

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

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PURPOSE AND INTENT

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

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

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

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For the purposes of this Agreement, any and all gender specific references, classifications, and/or language shall be interpreted to be gender neutral. Whenever words denoting gender are used in this Agreement, they are intended to apply equally to any gender.

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ARTICLE 1 RECOGNITION

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

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Section 1. All full-time Police Officers of the City of Mt. Pleasant in the classifications of Police Officer, excluding Director of Public Safety/Police Chief, Assistant Police Chief, Police Inspector, Police Lieutenant, Police Sergeant, Detective Sergeant, 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.

1 Section 2. Employees in the Police Department who are employed in job
2 positions which are funded pursuant to applicable State and/or Federal programs
3 shall be considered temporary employees and shall be within the bargaining unit
4 covered by this Agreement. The State and/or Federal programs referred to are
5 intended to be those programs designed primarily to generate employment
6 opportunities for the unemployed or the underemployed.

7 **ARTICLE 2**
8 **EXTERNAL BOARDS**

9 The parties agree that all internal investigations will be the responsibility of city
10 management and the authority for discipline of employees will not be delegated
11 to any non-management committee or board for such action, and no access will
12 be provided to employee personnel records in accordance with applicable law.
13

14 Prior to the formal creation of any committee, advisory board, or commission by
15 the City Commission that may affect the terms or conditions of employment of
16 employees covered by this collective bargaining agreement, city management
17 will involve a union leadership representative in the creation of the function
18 and/or rules of procedure of such committee, advisory board, or commission, and
19 it is recognized that matters that do affect mandatory subjects of bargaining must
20 be negotiated with the union.

21 **ARTICLE 3**
22 **ASSOCIATION**

23 Employees covered by this Agreement at the time it becomes effective and who
24 are members of the Association at that time or employees who become members
25 thereafter shall be required as a condition of continued employment to continue
26 membership in the Association for the duration of this Agreement.

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

35 Section 3. Employees shall be deemed to have complied with the above
36 requirements within the meaning of this Section if they are not more than sixty (60)
37 days in arrears in payment of membership dues.

38 Section 4. It shall be the responsibility of the Association to notify the Employer
39 in writing of any Employees who fail to comply with the above requirements.

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**ARTICLE 4
AID TO OTHER UNIONS**

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

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**ARTICLE 5
ASSOCIATION DUES**

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

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

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

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

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

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**ARTICLE 6
DISPUTES CONCERNING MEMBERSHIP**

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

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**ARTICLE 7
REPRESENTATION**

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

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

12 Section 3. The Employer agrees to designate a Negotiating Committee of not
13 more than four (4) officials to bargain collectively with the Association. The names
14 of the members of the Negotiating Committee shall be given in writing to the
15 Association prior to the start of negotiations.

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**ARTICLE 8
DISCIPLINARY ACTION**

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

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

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

35 Section 4. Upon the employee's written request, any reprimand, verbal warning,
36 or counseling entered in the employee's employment record shall be removed from
37 the employee's official personnel file after two (2) years from the date of the
38 incident causing reprimand, if, in the event, that during the intervening two (2)
39 years, there are no further reprimands entered on the file. When all evidence of

1 the reprimand has been removed, the same shall be returned to the employee, at
2 the employee's request.

3 **ARTICLE 9**
4 **GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

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

6 Section 6. If a grievance remains unresolved as a result of the written
7 response from the City Manager and/or designee the parties shall have the
8 option to mutually submit the matter for non-binding mediation to the Michigan
9 Employment Relations Commission (MERC). Either party may request mediation
10 by notifying the opposite party (City Manager and Union President) of such
11 intention within fifteen (15) calendar days from the date of the Employer's
12 response in Step 4. If mediation is agreed upon, it will be scheduled within fifteen
13 (15) calendar days of issuance of the written request for mediation (or as
14 otherwise agreed by the parties). If the parties do not mutually agree to mediation
15 at this Step, arbitration may be requested pursuant to Section 7 of this Article.

16
17 Section 7. If the parties do not reach a resolution in the process outlined in
18 Section 6 of this Article, the Association may request arbitration of any unresolved
19 grievance which is arbitrable by giving written notice to the Employer's City
20 Manager or the City Manager's designated representative of the Association's
21 intent to arbitrate within fifteen (15) calendar days following receipt of the
22 Employer's written answer. If no written notice of intent to arbitrate is given to the
23 Employer's City Manager, the grievance shall be considered settled and, as such,
24 the grievance may not be subsequently reinstated. Steps of the arbitration
25 procedure shall be as follows:

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

37 B. The arbitrator shall limit the arbitrator's decisions strictly to the
38 interpretation and application or enforcement of the provisions of the
39 Agreement or its supplements and make no decision contrary to or
40 inconsistent with or modifying or varying the terms of the Agreement
41 and supplements.

- 1 C. There shall be no appeal from any arbitrator's decision. Such
2 decision shall be final and binding on the Association, its members,
3 employee involved and the Employer.
- 4 D. The compensation and expenses of the arbitrator and any costs
5 incurred in connection with the location of the arbitration hearing shall
6 be shared equally by the Employer and the Association.
- 7 E. The arbitrator shall have no authority to require the Employer to
8 delegate, alienate or relinquish any powers, duties, responsibilities,
9 obligations or discretions given it by State law or City Charter.

10 Section 8.

- 11 A. The time limits established in the grievance procedure shall be
12 followed by the parties hereto. If the Association does not follow the
13 time procedure, the grievance shall be considered settled. If the
14 Employer does not follow the time procedure, the grievance shall
15 automatically advance to the next step, but excluding arbitration
16 unless the Association requests arbitration in accordance with the
17 procedures established in this Agreement. The time limits
18 established in the grievance procedure may be extended by mutual
19 agreement in writing. The Employer agrees to furnish an answer at
20 each step of the grievance procedure within the time limits provided
21 unless unusual circumstances occur.
- 22 B. A grievance may be withdrawn by the employee or the employee's
23 representative without prejudice to and including the grievance step
24 involving the aforesaid Conference. Any grievance that is carried
25 through by the employee or the employee's representative beyond
26 the Conference may only be withdrawn with prejudice. In any event,
27 when a grievance is withdrawn, all financial liabilities shall be
28 canceled. If the grievance is reinstated, financial liability shall date
29 only from the date of reinstatement. If a grievance is not reinstated
30 within one (1) month from the date of withdrawal, the grievance may
31 not be reinstated.
- 32 C. Where one or more grievances involve the same or a similar issue,
33 all such grievances shall be consolidated at the step of the grievance
34 procedure, which deals with the aforesaid Conference. After such
35 consolidation, any decision reached upon the same or similar issue
36 of the various grievances shall bind each individual grievance
37 involved.

38 Section 9. When any member of the Association is requested or allowed to
39 participate in the grievance procedure the member shall do so without loss of time
40 or pay.

1 Section 10. Withdrawal of Cases. Any grievance may be withdrawn at any time.

2 **ARTICLE 10**
3 **STEWARDS**

4 The members of the bargaining unit may select one (1) Steward and one (1)
5 Alternate. The Employer shall be notified within seven (7) calendar days of any
6 changes in Stewards. The Steward during the Steward's working hours and
7 without loss of pay or time shall investigate and present grievances originating in
8 the Unit to the Employer, provided they have obtained permission from their
9 supervisor. Supervisors shall grant permission for Stewards or Alternate Stewards
10 to leave work for this purpose subject to necessary emergency exceptions. The
11 Steward shall be entitled to compensatory time off for off-duty time engaged in
12 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.

15 **ARTICLE 11**
16 **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 shall
22 be by agreement between the parties and a special conference may be called at
23 any time before, after or during the regularly scheduled working hours of the parties
24 involved. Neither the representative of the Employer nor the representatives of the
25 Association shall lose time or pay spent in such special conferences if the
26 conferences are held during the working hours of a particular participant in the
27 conference.

28 **ARTICLE 12**
29 **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.

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

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

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

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

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

17 Section 2. Seniority Lists.

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

20 B. The Employer will keep the seniority list up to date at all times and
21 will provide the Association President with a copy in January and July
22 of each year which will show the names and job titles of all
23 employees of the Unit entitled to seniority.

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

26 A. The employee quits or retires.

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

29 C. The employee is absent for three (3) consecutive working days
30 without notifying the Employer and without showing a reason
31 satisfactory to the Employer for the absence. In proper cases,
32 exceptions may be made. After such absence, the Employer will
33 send written notification to the employee at the employee's last
34 known address on file with the Employer that the employee has lost
35 seniority and the employee's employment has been terminated. If the
36 disposition made of any case is not satisfactory, the matter may be
37 referred to the grievance procedure.

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

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

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

11 **ARTICLE 15**
12 **LAYOFF AND RECALL**

13 Section 1. Layoff Defined. In the event of layoff, the determination as to which
14 classification or classifications shall be reduced in personnel will be made by the
15 City Manager and City Commission. Employees covered by this contract who face
16 layoff in one classification may replace an employee covered by this contract with
17 lesser seniority in another classification, provided that the employee demonstrates
18 competence and ability to perform the duties of the position in the new
19 classification. An employee who is laid off may make arrangements for personal
20 payment of insurance premiums providing continuation of these fringe benefits for
21 the COBRA defined period of eighteen (18) months.

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

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

31 Section 2. Recall Procedure.

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

37 B. If an employee is laid off, and on or prior to the employee's last day
38 of employment, the Employer has posted, distributed and/or

1 otherwise given notice of the date of resumption of work, the
2 employee shall report back to work as provided in such notice.

3 C. When recalling an employee from layoff, the Employer shall notify
4 the employee by certified letter. An employee is responsible for
5 keeping the Employer informed of the employee's proper address.
6 The Employer's obligation is satisfied if the last known address given
7 by the employee is used.

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

11 **ARTICLE 16**
12 **TRANSFERS**

13 A. If an employee is transferred from one bargaining unit recognized by
14 the Employer to the Police Department bargaining unit under this
15 Agreement, the employee's length of service with the Employer shall
16 be recognized for the purpose of benefits provided for this
17 Agreement, except for pay, longevity, promotion, layoff and any other
18 benefits or terms for which the employee may by State or Federal
19 law be ineligible. Effective on the date of the transfer, the employee
20 shall enter into the probationary period set forth under this
21 Agreement and shall acquire seniority in the Police Department
22 bargaining unit as provided for other employees under the provisions
23 of this Agreement.

24 B. If an employee is transferred to a position under the Employer not
25 included in the Unit and is thereafter transferred again to a position
26 within the Unit within one (1) year; the employee shall have
27 accumulated seniority while working in the position to which the
28 employee was transferred. Employees re-transferred under the
29 above circumstances shall retain all rights accrued for the purpose
30 of any benefits provided for in the Agreement that are based on years
31 of service.

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

35 **ARTICLE 17**
36 **JOB POSTING AND BIDDING PROCEDURES**

37 Section 1. All promotional job classification vacancies occurring in either the
38 Patrol Officer or the Command Officer bargaining unit, which are intended to be
39 filled by the Employer, shall be provided to the collective bargaining unit members

1 via email fourteen (14) calendar days prior to ceasing to accept applications and a
2 copy provided to the Association President. Employees interested who have
3 achieved a minimum of four (4) years of law enforcement experience in the
4 Department shall apply on a form provided by the Employer during the posting
5 period. The Association President may apply on behalf of an employee who is on
6 leave. Vacancies occurring in the Police Officer job classification shall not be
7 required to be posted.

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

14 A. An Internal Assessment Center and Oral Board shall be conducted
15 to determine the qualifications and ability of the employees who have
16 achieved a minimum of four (4) years of law enforcement experience
17 in the Department and who have applied for the promotional job
18 position. Appointments shall be made on the basis of qualifications
19 and ability. Seniority in the Department shall also be considered. The
20 evaluation of qualifications and ability shall include an Oral Board
21 and Internal Assessment Center. The Internal Assessment Center
22 may consist of a written exercise. The evaluating panel for the
23 Internal Assessment Center and Oral Board will be comprised of the
24 Director of Public Safety/Police Chief, Assistant Police Chief or
25 Police Lieutenant, Human Resources Representative, a COAM and
26 a POAM representative selected by the Director of Public
27 Safety/Police Chief, and a mutually agreed upon person from outside
28 the City (meaning a person who is not currently employed with the
29 City). The Director of Public Safety/Police Chief (or designee),
30 COAM President (or designee) and POAM President (or designee)
31 shall mutually agree on the panel member from outside the City. The
32 various factors in the evaluation process for applicants shall be
33 assigned the following weight in determining an applicant's total
34 score:

Assessment Center	45%
Oral Board	45%
Seniority	10%

35 The selection for the promotional job position shall be made from the applicants
36 considered eligible following the evaluation process and shall be made by the
37 Director of Public Safety/Police Chief from among the top two (2) candidates. It is
38 provided, however, that in the event the top candidate is not selected for the

1 promotional job position opening currently filled and if such top candidate (who
2 was not previously selected) is again the top candidate for the same promotional
3 job position opening the next consecutive time the opening is being filled, then it is
4 agreed that such top candidate shall be selected for the position.

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

16 C. During the trial and probationary period Patrol Officers who are
17 promoted into COAM will receive the appropriate Sergeant's
18 probationary rate of pay as noted in the COAM contract.

19 Section 2. Special Function and Special Duty Assignments. It is recognized that
20 employee assignments to special functions and other special duties are made from
21 time to time as determined by the Director of Public Safety/Police Chief and that
22 such assignments vary in duration.

23
24 Such special duty or special function assignments are different than the many and
25 varied employee assignments determined and made from time to time by and
26 through the Director of Public Safety/Police Chief for periods of time of no particular
27 fixed duration, and which are merely considered to be part of the employee's
28 normal work responsibilities and duties.

29
30 The City and the Police Officers Association agreed to the following items
31 regarding the special duty or special function employee assignments. These items
32 do not apply to the many and varied employee assignments made from time to
33 time which are considered to be part of an employee's normal work responsibilities
34 and duties referred to above in the second paragraph.

35
36 A. Employee assignments to special functions and other special duties shall
37 continue to be made as determined from time to time by the Director of
38 Public Safety/Police Chief and for periods of time that vary in duration.

39
40 B. If an employee has been performing the same special duty or special
41 function assignment for a continuous period of two (2) years and both the
42 employee and the Director of Public Safety/Police Chief mutually agree, the
43 assignment/function may be extended for an additional one (1) year period.
44 Upon completion of the one (1) year extension, the employee and the

- 1 Director of Public Safety/Police Chief may mutually agree to a second one
2 (1) year extension.
3
- 4 C. When an employee has been performing the same special duty or special
5 function assignment for a continuous period of two (2) years (plus any
6 extension agreed to in item 2 above), and if another employee expresses a
7 stated interest in performing the assignment at least six (6) months prior to
8 the end of the cycle (2 [two] year period or either of the one [1] year
9 extensions), then that employee may receive the special duty or function
10 assignment. This will allow for an orderly transition between officers and
11 provide a time period for any necessary training. If there are two (2) or more
12 employees who have expressed a stated interest in performing the
13 assignment, then the selection shall be made by the Director of Public
14 Safety/Police Chief from among those employees. If there are no
15 employees who have expressed a stated interest in performing the
16 assignment, then the employee who has been performing the special duty
17 or function assignment may continue for a subsequent two (2) year cycle.
18 In all cases, the length of any special duty or function assignment or
19 continuation thereof shall be determined by the Director of Public
20 Safety/Police Chief.
21
- 22 D. See Article 33 Compensation, Section 6 for additional information.

23 **ARTICLE 18** 24 **TRAINING**

25 Section 1. The Employer shall continue training programs to improve job skills,
26 general knowledge, and job safety; and to assist employees in their effort to qualify
27 themselves for promotion to advanced positions. Training shall be conducted by
28 professionals in a particular field of instruction and by competent personnel within
29 the Department.

30 Section 2. If mandatory training occurs on an employee's regularly scheduled
31 day off, the employee will be reimbursed for time spent in training at the time and
32 one-half (1 1/2) rate regardless of what day off the training is on. (Refer to Article
33 21, Overtime) An employee functioning as the training instructor, as assigned by
34 the Assistant Police Chief, is eligible for double time in accordance with Article 21.

35 Voluntary training of one (1) or more days shall be treated in the following manner.
36 At the time an Employee requests voluntary training the Employer will review the
37 request. If the training is deemed appropriate, the Employer will review the
38 Employee's two-week work schedule containing the requested training dates and
39 will adjust the affected Employee's two-week work schedule to equal an 84 hour
40 pay period. If the adjusted work schedule is mutually agreed upon by the Employer
41 and the affected Employee, the training will be approved and the change in the
42 Employee's work schedule will occur for that two-week pay period. If the revised
43 work schedule cannot be mutually agreed upon between the supervisor and the

1 affected Employee, the Employer retains its right to deny the training or authorize
2 overtime.

3 Section 3. Education Benefit. All seniority employees shall have equal
4 opportunity to participate in a training educational benefit program developed by
5 the Employer in accordance with the following.

6 The Employer will provide education assistance for tuition and associated fees for
7 all seniority full-time employees not to exceed \$5,250 (per the IRS non-taxable
8 fringe benefit guideline) per calendar year. Payment will be made following receipt
9 of a bill from an accredited adult education school or university, provided the
10 following conditions are met.

11 A. The employee requests educational funds from their Department
12 Head no less than 120 days prior to the start of the course. The
13 Department Head may approve or deny based on fund availability. If
14 the department budget cannot accommodate the cost associated
15 with the education program, a delay in enrollment may be necessary.
16 The application for reimbursement and the course description must
17 be submitted to the Human Resources Director for evaluation and
18 approval prior to course enrollment.

19 B. The course is job related, reflects on improved job performance, or
20 is a degree requirement. A "degree" is defined as a field of study that
21 is directly applicable to the City, employee's current position, or to be
22 used toward a position which the City would employ.

23 C. A grade of "C" or better is attained on adult education or
24 undergraduate work and a grade of "B" or better on graduate work.

25 D. In the event the employee is receiving the cost of tuition from another
26 source, the employee shall be reimbursed for textbooks and/or
27 required class materials, provided, such costs are not subject to
28 payment by another source.

29 E. Upon receiving the written grade report, the employee has two (2)
30 weeks in which to submit it to Human Resources. If the conditions
31 of paragraph c and d of this section are not met or the employee
32 terminates employment during the course(s), the employee will be
33 subject to payroll deduction for the amount provided by the City.
34 Payroll deduction will commence immediately. The deduction will be
35 divided equally among the next six (6) pay periods (or fewer at the
36 employee's request). If the employee receives this benefit and then
37 leaves employment with the City for any reason within a one-year
38 period from the date of course termination/completion, the employee
39 will be required to refund the City for all education funds provided

1 within the last 12 months. Advanced funds will be deducted from the
2 employee's final paycheck or leave payout, if necessary.

3 F. If an employee is in the process of repayment for a previous class,
4 the employee will not be allowed to utilize the education benefit until
5 the previous tuition advance is repaid.

6 G. Other workshops, training, seminars and conventions appropriate to
7 the employee's performance of his/her job shall be reimbursed
8 according to policies outlined in the Administrative Memo No. 3-87.

9 **ARTICLE 19**
10 **WORKING HOURS**

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

18 Section 2. Work Period and Tour of Duty - Road Patrol Officers Not Assigned
19 to Road Patrol. The normal work period shall be a period of fourteen (14)
20 consecutive days. The normal tour of duty within a work period shall consist of 42
21 hours of work in five consecutive days, generally beginning on a Monday. The
22 normal duty shift or one duty day shall be a minimum of eight (8) and a maximum
23 of twelve (12) consecutive hours. The tour of duty and duty shift set forth in this
24 Section are the normal periods of time for such purposes.

25 Section 3. Voluntary Trades. Subject to department manpower requirements,
26 employees shall be permitted to voluntarily trade work days; provided, however,
27 that advance permission has been received from the Assistant Police Chief or
28 his/her designee.

29 When an Employee voluntarily trades his/her regularly scheduled pass day and
30 works it as part of his/her regularly scheduled 84 hours, he/she is not eligible for
31 overtime or double time payment or compensatory time for the hours traded. On
32 the traded day, if the employee actually works more hours than the normal duty
33 shift, the additional hours will be paid at the overtime rate.

34 **ARTICLE 20**
35 **STARTING AND REPORTING TIME**

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

1 p.m. A night shift for all employees is a minimum of eight (8) and a maximum of
2 twelve (12) hours, generally beginning no earlier than 7:00 p.m., and ending no
3 later than 7:00 a.m.

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

11 Section 2. A normal duty shift or duty day for Road Patrol Officers not assigned
12 to road patrol shall normally start no earlier than 7:00 a.m., and end no later than
13 7:00 p.m.

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

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

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

35 B. In the event that a consensus cannot be reached between the FTO's
36 as to distribution, the FTO with the least departmental seniority shall
37 be assigned to the corresponding shift (with the same work and pass
38 days) on the opposing shift (days or nights) lacking the adequate
39 coverage. If the Employer elects not to reassign another Police
40 Officer pursuant to Article 33, Section 5, and the remaining

1 employees shall not have vacation requests denied solely on the
2 staffing level created by the reassigned FTO from the shift.

3 Such assignment may not exceed five-week duration; however, an Officer may be
4 removed from his or her desired shift for this purpose for more than one five-week
5 period during the calendar year.

6 **ARTICLE 21** 7 **OVERTIME**

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

12 Section 2. Premium Pay for Overtime Work. Time and one-half (1 1/2) the
13 employee's straight time regular rate of pay shall be paid for all hours actually
14 worked over the normal duty shift in one duty day. Refer to Article 18, Training,
15 Section 2.

16 Section 3. Rounding of Overtime. For purposes of payment, overtime and
17 double time hours worked shall be founded as follows:

18 A. Fifteen (15) or more minutes past the hour will be rounded up to the
19 half hour.

20 B. Forty-five (45) or more minutes past the hour will be rounded up to
21 the next hour.

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

28 An employee may choose to earn compensatory hours at the rate of two (2) hours
29 for each overtime hour worked under this section. All of the compensatory
30 parameters in Section 7 apply.

31 In the event the schedule of an employee who generally works five days per week
32 is changed to four days per week by mutual agreement between the employee and
33 the Employer, the following applies. The additional day off does not apply toward
34 the first or second day off when determining whether is it an employee's Sunday
35 for double time purposes. The employee's five day per week schedule will be used
36 to determine first and second day off.

1 Section 5. Overtime. Overtime created by an employee covered by this
2 Contract shall first be offered to all other employees covered by this Contract. If no
3 employee is available to work, the overtime will be offered to a Sergeants' unit
4 employee, as specified in the Agreement governing these employees. If no
5 Sergeants' unit employee is available to work, the Patrol Officers' unit employee
6 having worked the least amount of overtime as indicated by the overtime
7 equalization list, shall be required to work the overtime, provided contact can be
8 made. If contact cannot be made, the Sergeants' unit employee having worked the
9 least amount of overtime, as indicated by the overtime equalization list shall be
10 required to work the overtime. In this event, the senior officer on the shift will
11 assume shift command responsibilities in the absence of a Sergeant.

12 Section 6. No Duplication or Pyramiding. There shall be no duplication or
13 pyramiding of overtime hours, or pay or premium pay under any Section of this
14 Agreement. This prohibition on duplication or pyramiding shall be interpreted to
15 mean that to the extent hours are compensated for at an overtime pay rate or
16 premium rate under one provision of this Agreement, such hours shall not be
17 counted as hours worked in determining overtime pay rates or premium rates
18 under the same provision or any other provision of this Agreement.

19 Section 7. Compensatory Time. Compensatory hours may be banked in lieu of
20 pay for overtime, double-time, holiday premium pay, and the FTO overtime
21 premiums at the Employee's choice. Employees may use earned compensatory
22 time in no less than 30-minute increments.

23 There shall be a maximum of one hundred (100) hours accumulation of
24 compensatory hours allowed for each employee. If the accumulated balance
25 exceeds the maximum, the excess hours will be paid. An employee may request
26 each year, payment of up to a total maximum of thirty (30) hours of unused
27 accumulated compensatory hours (or personal hours, see Article 27, Section 11)
28 provided the employee submits the request to payroll no later than November 1st.
29 The combination of paid time; compensatory and personal hours may not exceed
30 a maximum of thirty (30) hours. Payment of compensatory hours shall be at the
31 regular rate of the employee at the time that the employee receives payment for
32 compensatory hours and shall be paid on the first non-payroll Friday in December.
33 Pursuant to Article 29 Section 3. Health Care Savings Program for payment
34 options.

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

37 Upon separation of any employee from the service of the Employer other than by
38 Leave of Absence, the employee shall be paid for the unused portion of the
39 employee's accumulated compensatory time. Pursuant to Article 29 Section 3.
40 Health Care Savings Program for payment options.

1
2
ARTICLE 22
EQUALIZATION OF HOURS

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

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

20 Overtime work distribution will be computed from January 1st through December
21 31st each year and at the completion of this twelve (12) month period of time,
22 employees shall be placed at zero (0) hours for the commencement of the next
23 yearly period of time. The parties shall discuss questions regarding overtime work
24 distribution as they arise and if a remedy is deemed appropriate, such remedy
25 shall be limited to balancing.

26
27
ARTICLE 23
CALL PAY

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

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

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

36 Section 2. Employees who are requested, but not required, to attend meetings
37 while off duty shall receive three (3) hours at one and one-half compensatory time.

**ARTICLE 24
HOLIDAYS**

1
2
3 Section 1. The following calendar days shall be deemed holidays for the
4 purposes of this agreement: New Year's Day, Martin Luther King Jr. Day, Memorial
5 Day, Fourth of July, Labor Day, Indigenous Peoples Day, Thanksgiving Day, the
6 day after Thanksgiving, the day before Christmas and Christmas Day. For
7 purposes of this Section the rate of pay is deemed to begin with the start of the
8 day shift and end twenty-four (24) hours later at the completion of the night shift.

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

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

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

22 1. Holiday Payment for Probationary Employees. During the
23 probationary period, including any extension, employees shall
24 receive the holiday pay benefit as outlined in the holiday
25 article of this Agreement. It is provided however, that in the
26 event an employee's employment with the Employer ceases
27 prior to completion of the probationary period or any period of
28 extension, then any holiday payment received by the
29 employee shall be paid back to the Employer by way of
30 deduction from the employee's pay check and/or by way of
31 direct payment from the employee, as determined by the
32 Employer.

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

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

- 1 A. Full Hour Duty Shift or Tour of Duty. An employee working a duty
2 shift or tour of duty, which consists of full hours in duration, may take
3 multiple units of one-hour (1 hour) increments.
- 4 B. One Half Hour Duty Shift or Tour of Duty. An employee working a
5 duty shift or tour of duty, which consists of one-half hour (1/2 hour)
6 in duration, may take multiple units of one-half hour (1/2 hour)
7 increments.
- 8 C. An employee who works on a calendar holiday, as part of that
9 employee's regularly scheduled shift or as part of an approved
10 voluntary trade shall be compensated at the employee's overtime
11 rate of time and one-half (1 1/2) for actual hours worked. An
12 employee who works overtime hours on a calendar holiday or who is
13 called in to work on a calendar holiday on a regularly scheduled day
14 off shall be compensated at double time the employee's regular rate
15 for actual hours worked.
- 16 D. For purposes only of calculating year-end payment to employees for
17 unused holiday time, the year-end payment for holidays shall not
18 exceed maximum payment of seventy-six (76) hours. Such payment
19 shall be paid in accordance with this Section of the Agreement and
20 shall occur on the first non-payroll Friday in December. Refer to
21 Article 29 Section 3. Health Care Savings Program for payment
22 options.
- 23 E. Any holiday leave benefit time paid in advance of the occurrence of
24 the actual holiday(s) shall be deducted from the final paycheck of the
25 terminating, retiring, or deceased employee as reimbursement to the
26 City for time paid but not earned.
- 27 F. An Employee on an approved unpaid leave of absence is ineligible
28 for holiday pay for all holidays occurring during such leave.
- 29 G. Upon voluntary separation of any employee from the service of the
30 Employer other than by Leave of Absence, the employee shall be
31 paid at the time of separation for the unused portion of the
32 employee's eligible holiday, provided the employee shall have given
33 two (2) weeks prior written notice of the separation. Refer to Article
34 29 Section 3. Health Care Savings Program for payment options.

35 Section 4. When one of the above holidays falls on a Saturday, eligible
36 employees may receive holiday pay, or part of the employees may be given the
37 Friday off proceeding the holiday and part of the employees be given Monday off
38 following the holiday. When one of the above holidays falls on Sunday and the day
39 following is observed by the State or the Federal Government as a holiday, eligible
40 employees shall receive holiday pay for the day so observed. It is provided,

1 however, that for employees working on shift schedules, recognized holidays,
2 which occur on Saturday or Sunday, will be considered and observed on those
3 calendar days for such employees.

4 Section 5. Patrol Officers Not Assigned to Road Patrol. Employees working any
5 special assignment will generally take all holidays off and be compensated at the
6 straight time rate of pay. When a holiday falls on a Saturday or Sunday, the
7 employee will take the Employer-designated holiday off and be compensated at
8 the straight time rate of pay. In those instances where an employee is required to
9 work on a calendar or Employer-designated holiday, he/she will be compensated
10 in accordance with Section 3 of this Article. (Compensation for working a special
11 assignment is addressed in Article 33, Compensation.)

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

14 **ARTICLE 25**
15 **VACATION LEAVE**

16 Section 1. Employees with more than one (1) year seniority shall be eligible for
17 vacation leave as provided below. Vacation shall accrue to a maximum of three
18 hundred sixty (360) hours (except employees who earn two hundred [200] hours
19 each year may accrue three hundred ninety [390] hours as of December 31 on a
20 pro-rata basis from month to month.

21 In order for an employee to be eligible to accrue vacation time for any particular
22 month, the employee must have worked one and one-half (1.5) pay periods.
23 Failure to meet this eligibility requirement in a particular month or months will result
24 in a reduction of the vacation benefit for which the employee would otherwise have
25 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

26 The exact timing of vacations will be subject to approval of Department Heads in
27 order that sufficient personnel will be on hand at all times for departmental duties.
28 Employees are asked to notify Department Heads of proposed vacation periods
29 as far in advance as possible. Where a conflict develops between requested
30 vacation periods and an adequate departmental work force, seniority shall be the
31 determining factor as to which employees may exercise preference in choosing a

1 desired vacation period, provided the request is made at least ninety (90) days in
2 advance of the desired vacation period.

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

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

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

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

15 Section 3. Upon voluntary separation of any employee from the service of the
16 Employer other than by Leave of Absence, the employee shall be paid at the time
17 of separation for the unused portion of the employee's accumulated vacation,
18 provided the employee shall have given two (2) weeks prior written notice of the
19 separation. Refer to Article 29 Section 3. Health Care Savings Program for
20 payment options.

21 **ARTICLE 26**
22 **SICK LEAVE**

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

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

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

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

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

15 Section 2. A full-time employee will accumulate 3.70 hours sick leave with pay
16 for each pay period (or tour of duty) in which the employee works. A tour of duty is
17 defined in accordance with Article 19; Sections 1 and 2.

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

20 Section 3. Employees are permitted to carry over up to nine hundred sixty (960)
21 sick hours per year. At calendar year end and at retirement the value of fifty (50)
22 percent of the sick leave hours in excess of the accumulated carry over maximum
23 shall be contributed to the employee's Health Care Savings Program (HCSP).
24 Yearend payments will be deposited into the HCSP in January of the following
25 year. At retirement the employee is entitled to payment of one-half (1/2) the
26 accumulated sick leave balance up to the maximum of 480 hours.

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

32 A. An employee who experiences a work-related illness or injury which
33 is compensable under the Worker's Compensation Law of the State
34 of Michigan, shall be provided pay, which, when combined with the
35 employee's Worker's Compensation benefit received shall equal the
36 employee's regular net pay. This payment shall begin with the 7th day
37 of incapacitation when worker's compensation payments are
38 received up to a maximum of twelve (12) weeks if no light duty exists
39 which the employee is capable of performing. Following the twelve-

1 week period, the employee may request in writing the prorated use
2 of any earned but unused paid benefit time to make up the difference
3 between the worker's compensation benefits received and the
4 employee's regular net pay. Such benefit time may be applied to the
5 leave at the employee's option in the amounts and order desired by
6 the employee.

7 Section 5. In the event of death or retirement, an employee or the employee's
8 estate shall be compensated for one-half (1/2) the employee's accumulated sick
9 leave up to a maximum of four hundred eighty (480) hours with payment to be
10 based upon the employee's rate of pay at the time the employee's employment
11 ceased. Refer to Article 29 Section 3. Health Care Savings Program for payment
12 options. For purposes of this Section, an employee shall be considered to be
13 retiring if the employee immediately receives pension benefits or terminates the
14 employee's employment after reaching age 62.

15 Section 6. Employees are only allowed to utilize sick leave as permitted by law.
16 If an employee utilizes three (3) consecutive days of sick leave, the Employer
17 reserves the right to require proof of sickness or accident or any continuance
18 thereof through a physician's certificate or other substantiation acceptable to the
19 Employer as a condition for receiving any paid sick days and if such proof or
20 substantiation is not provided, the Employer may upon prior notice to the
21 employee, deduct any amounts that may have been paid for those sick days from
22 the employee's pay.
23

24 The Employer also reserves the right to require an employee to execute an affidavit
25 setting forth the nature and duration of the sickness or accident. Falsification in
26 connection with any physician's certificate, other substantiation or affidavit that
27 verifies the employee utilized sick time consistent with the reasons permitted by
28 law shall be deemed just cause for discharge.

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

32 Section 8. Sick leave shall be allowed in the event of illness in the Employee's
33 immediate household and/or the Employee's immediate family subject to the
34 approval of the Assistant Police Chief or his/her designees. Immediate family for
35 purposes of this section shall be defined as spouse, child, parent, parent of current
36 spouse, sister, brother, grandparent, or any other individual that may be
37 considered a family member under the Earned Sick Time Act (ESTA). The use of
38 paid sick leave for this purpose shall be subject to the same terms and conditions
39 as are applicable to the use of paid sick leave for an Employee's own sickness or
40 accident.

41 Section 9. Sick leave may be used for doctor and dental appointments of the
42 employee, his/her spouse, and children, or for any reason as permitted by law. Any

1 fraction of an hour will be charged as a whole or one-half hour depending on
2 whether the employee's duty shift or tour of duty consists of whole or one-half (1/2)
3 hour increments.

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

6 Section 11. A full-time employee who at the end of the calendar year has fewer
7 than the maximum number of sick leave hours eligible to accrue and who has used
8 thirty-six (36) or less paid sick hours during the calendar year shall have that
9 number of paid sick hours actually used restored to the employee's accumulated
10 paid sick bank at the start of the next calendar year. A full-time employee who, at
11 the end of the calendar year, has used sixty (60) or less paid sick hours during the
12 calendar year shall have twelve (12) paid sick hours actually used restored to the
13 employee's accumulated paid sick bank at the start of the next calendar year. An
14 employee's eligibility for the restoration benefit set forth in this Section shall not
15 occur until the end of the calendar year. In the event an employee from this
16 collective bargaining agreement files a grievance, complaint with the Michigan
17 Department of Labor, or lawsuit in a court of law claiming that this Section 11
18 violates ESTA, then the operation of this section will be suspended until the parties
19 receive a legally binding decision that this provision is legal under ESTA, and if
20 found legally valid then all affected employees will be credited retroactively with
21 any sick leave time from this section that was held in suspense during any pending
22 litigation.

23 **ARTICLE 27**
24 **OTHER LEAVES OF ABSENCE**

25 Section 1.

- 26 A. An employee must be a regular full-time employee with one hundred
27 eighty (180) days of service in order to be eligible for any time of
28 absence.
- 29 B. An employee accepting employment or being self-employed while
30 receiving paid sick leave and/or worker's compensation benefits may
31 be discharged, unless the employee has a history of performing such
32 work prior to the leave, the number of hours performing the work is
33 not increased, and the nature of the work will not negatively impact
34 the employee's ability to return to work in a timely manner.
- 35 C. An employee giving false information to obtain a leave of absence
36 may be discharged.
- 37 D. An employee on a leave of absence shall be subject to layoff in
38 accordance with the provisions of this Agreement and shall be

1 notified by the Employer by certified mail addressed to the last known
2 address of the employee.

3 E. An employee who fails to return to work on the required date
4 following a leave of absence shall lose seniority and shall be
5 considered a voluntary quit unless otherwise excused for a reason
6 satisfactory to the Employer.

7 F. An employee on leave of absence may make arrangements for
8 payment of all insurance benefits.

9 Section 2. Personal Reasons.

10 A. A leave of absence without pay may be granted seniority employees
11 for personal reasons, not to exceed thirty (30) calendar days. Such
12 leaves shall be subject to the approval of the City Manager. Requests
13 for renewal of such leaves for further periods not to exceed thirty (30)
14 calendar days may be submitted to the City Manager for possible
15 approval at the City Manager's discretion in situations involving
16 extenuating circumstances due to sickness or injury up to a
17 maximum of one hundred eighty (180) days.

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

20 Section 3.

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

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

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

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

33 B. Seniority employees who belong to the National Guard, Officer's
34 Reserve Corps or similar military organization will be allowed the
35 normal fifteen (15) calendar days leave of absence without pay when
36 ordered to active duty for training. The Employer will pay the
37 difference between the employee's military pay and regular pay, if

1 the employee's military pay is less. If the employee takes a military
2 leave during the employee's vacation, the employee will receive full
3 pay.

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

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

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

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

37 Employees are required to notify the Employer of any condition which will require
38 a medical leave of absence under this Section supported by a physician's
39 certificate showing the date for commencement of such leave and the required
40 return to work date. The employee shall give this notice to the Employer as soon
41 as the employee is first aware of the condition. Employees who are anticipating a
42 medical leave of absence under this Section may be required to present a

1 physician's certificate recommending that the employee continue at work and in all
2 cases, the employee's attendance, job responsibilities, personal health needs and
3 safety must be satisfactorily maintained. An employee desiring to return to work
4 from a medical leave of absence under this Section must present a physician's
5 certificate indicating that the employee is physically and medically able to return to
6 work and to satisfactorily perform the employee's job or present other verification
7 acceptable to the Employer.

8 In situations where an employee's physical, medical or mental condition raises a
9 question as to the employee's capabilities to satisfactorily perform the employee's
10 job, or the safety of the employee or others, the Employer may require a fitness for
11 duty medical examination and certificate from the employee's physician. If the
12 Employer thereafter still questions the employee's condition, the Employer may
13 require a second fitness for duty medical examination and an opinion paid for by
14 the Employer by an Employer-selected physician.

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

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

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

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

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

37 Section 6. Administrative Leave.

38 A. The Association shall be granted a total of seven (7) duty days each
39 calendar year for administrative leave. Four (4) of these duty days

1 must be utilized solely for the purpose of educational seminars
2 relating directly to the Association activities or legislative activities.
3 The remaining three (3) may be used for any other Association
4 business. The Association President and the City Manager shall
5 approve such leave. No more than two (2) employees from the same
6 scheduled work shift may be eligible for such leave, except where
7 there are sufficient personnel to maintain a minimum shift.

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

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

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

34 Section 9. Funeral Leave. Upon request an employee may be granted one-half
35 (1/2) duty day leave with pay to attend the funeral of a co-worker.

36 Section 10. Bereavement Leave and Pay. Upon request, an employee will be
37 granted a leave of absence with pay for up to a maximum of three (3) scheduled
38 working duty days that the employee is otherwise scheduled to work following and
39 including the date of death of a member of the employee's immediate family in
40 order to attend the funeral and take care of other necessary arrangements.
41 Immediate family shall be defined as spouse, child, parent, parent of current
42 spouse, sister, sister-in-law, brother, brother-in-law, grandparent, grandparent of

1 current spouse or any relative living under the employee's roof. The maximum of
2 three (3) scheduled working duty days for which an employee may request and
3 receive pay provided in this Section must be scheduled working days of the
4 employee occurring within five (5) calendar days following date of death. With the
5 exception of instances where the services are scheduled after the five (5) calendar
6 day stipulation, the bereavement leave available may be used when written
7 documentation of the service date and schedule is provided to the Director of
8 Public Safety/Police Chief. An employee granted a leave of absence under this
9 Section shall receive pay in an amount equal to what the employee would have
10 earned by working the employee's scheduled straight time hours at the employee's
11 straight time regular rate of pay, exclusive of all premium pay, on the scheduled
12 working duty days for which paid leave is granted. Additional paid leave for travel
13 purposes may be granted with the approval of the City Manager, which shall be
14 charged against the sick leave record of the employee.

15 Section 11. Personal Leave. Each employee with two hundred seventy (270)
16 calendar days of continuous service prior to January 1 shall be credited with thirty-
17 six (36) personal leave hours, which may be used for personal business during the
18 succeeding twelve (12) months. Employees with less than two hundred seventy
19 (270) calendar days of service on January 1 will be credited with twelve (12) hours
20 personal leave for ninety (90) to one hundred eighty (180) days service and
21 eighteen (18) hours of personal leave for one hundred eighty (180) to two hundred
22 seventy (270) calendar days. Personal leave hours may be denied only if the leave
23 would reduce the shift below its minimum and there is no employee available for
24 overtime work. Employees are asked to notify the Assistant Police Chief (or
25 designated representative) of requested personal leave hours as far in advance as
26 possible but in no event less than twenty-four (24) hours in advance. The minimum
27 increments that may be taken by an eligible employee for a paid personal day are
28 as follows:

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

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

36 Personal leave hours that an employee desires to use during the month of
37 December must be scheduled no later than December 1st.

38 An employee may annually request at yearend, payment of up to a total maximum
39 of thirty (30) hours of unused accumulated personal hours (or compensatory hours
40 see Article 21, Section 7) provided the employee submits the request to payroll no
41 later than November 1st. The combination of paid time; compensatory and personal
42 hours may not exceed a maximum of thirty (30) hours. Payment of personal hours

1 shall be at the regular rate of the employee at the time the employee receives
2 payment and shall be paid on the first non-payroll Friday in December. Pursuant
3 to Article 29 Section 3. Health Care Savings Program for payment options.

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

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

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

14 Section 13. Family and Medical Leave. In accordance with federal law,
15 employees who have been employed for at least twelve (12) months and have
16 worked at least 1,250 hours during the immediately preceding twelve (12) month
17 period may be eligible for a leave of absence. The Family and Medical Leave Act
18 entitles eligible employees to take unpaid, job-protected leave for specified family
19 and medical reasons with continuation of group health insurance coverage under
20 the same terms and conditions as if the employee had not taken leave. Eligible
21 employees are entitled to:

22 Twelve (12) workweeks of leave in a 12-month period for:

23 A. The birth of a child and to care for the newborn child within one year
24 of birth;

25 B. The placement with the employee of a child for adoption or foster
26 care and to care for the newly placed child within one year of
27 placement;

28 C. To care for the employee's spouse, child, or parent who has a serious
29 health condition;

30 D. A serious health condition that makes the employee unable to
31 perform the essential functions of his or her job;

32 E. Any qualifying exigency arising out of the fact that the employee's
33 spouse, son, daughter, or parent is a covered military member on
34 "covered active duty;" or

35 F. Twenty-six (26) workweeks of leave during a single 12-month period
36 to care for a covered service member with a serious injury or illness
37 if the eligible employee is the service member's spouse, son,

1 daughter, parent, or next of kin (military caregiver leave).

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

5 Section 14. Requests for Leave and Medical Certification.

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

14 B. A request for leave to care for the employee's spouse, son, daughter,
15 or parent who has a serious health condition, or a request for leave
16 due to the employee's own serious health condition that makes the
17 employee unable to perform the employee's job, must be supported
18 by a medical certification issued by the health care provider of the
19 employee or the employee's family member. If the Employer has
20 reason to doubt the validity of a medical certification, it may require
21 the employee to obtain a second opinion at the Employer's expense
22 from a health care provider of the Employer's choice. If the opinions
23 of the employee's and the Employer's designated health care
24 providers differ, the Employer may require the employee, at the
25 Employer's expense, to obtain medical certification from a third
26 health care provider designated or approved jointly by the Employer
27 and the employee. The Employer shall have the right to require
28 medical re-certifications at reasonable intervals during the leave, at
29 the Employer's expense.

30 Section 15. Paid Benefit Time Applied to Leave. At the employee's option, leave
31 granted under this Section may be paid or unpaid only to the extent that the
32 employee has available any accrued but unused paid benefit time, in accordance
33 with the following procedure:

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

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

1 contract, to institute a drug and alcohol testing policy and the operating procedures
2 to enact such policy to ensure the safety of its employees and the citizens of the
3 City of Mt. Pleasant. The policy hereafter referred to as the Mt. Pleasant Public
4 Safety (Police) Department Drug and Alcohol Testing Policy, shall be made a part
5 of the standard Policy and Procedures Manual for the Mt. Pleasant Public Safety
6 (Police) Department.

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

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

20 **ARTICLE 29**
21 **INSURANCE AND RETIREMENT**

22 Section 1. Life Insurance. The Employer shall pay the premium for term life
23 insurance with double indemnity and accidental death and dismemberment equal
24 to one (1) time the employee's annual earnings at straight time rates per year
25 rounded to the nearest \$1,000. Coverage becomes effective for eligible employees
26 the first (1st) day of the month following completion of thirty (30) days of
27 employment.

28 Section 2. Hospitalization - Surgical - Medical Insurance - Prescription Drugs.
29 During the term of this Agreement, the Employer agrees to make available a group
30 hospitalization benefit program, approved by the Employer, for eligible permanent
31 regular full-time employees who are scheduled to work thirty (30) or more hours
32 per week on a continuous basis and who elect to participate covering certain
33 hospitalization, surgical and medical expenses for employee-only coverage and
34 for eligible dependent coverage. The benefit program shall be on a voluntary basis
35 for eligible employees. The spouse of an employee who has health insurance
36 available through his/her employer must enroll in the health insurance if, as
37 determined by the Employer, the cost to the spouse is not prohibitive. The
38 Employer agrees to provide employee-only and eligible dependent coverage under
39 terms and conditions governing the group benefit program as set forth in the
40 master policy or policies governing the program. The Employer reserves the right
41 to determine the method of providing the group benefit program including the right
42 to establish and implement a self-insured program and the right to select any

1 insurance carrier or carriers, provided current benefit levels remain substantially
 2 equivalent.

3 The group benefit program becomes effective for eligible employees on the first
 4 (1st) day following completion of thirty-one (31) days of employment. Payroll
 5 deductions for the premium co-share will be in equal amounts and will be made on
 6 pre-tax basis for twenty-six (26) pays per year.

7 New employees, whose insurance becomes effective on or before the fifteenth
 8 (15th) day of the month, will pay a full month's premium co-share. Employees
 9 whose insurance becomes effective after the fifteenth (15th) day of the month begin
 10 paying the premium co-share the following month. Premium co-share payments
 11 are deducted from the employee's payroll check beginning with the first pay date
 12 following the effective date of benefits on a prorated basis over the remaining pays.

13 In the event that an employee quits or the employee's employment with the
 14 Employer is otherwise terminated, or in the event that an employee is on layoff,
 15 any premium co-share due will be deducted from the employee's final regular
 16 paycheck. The group benefit program and the employee's obligation for premium
 17 co-share shall continue in effect until the end of the last day of the month in which
 18 the quit, termination or layoff occurs. In the event that an employee is on leave of
 19 absence, the group benefit program shall continue in effect until the end of the last
 20 day of the month in which the leave of absence occurs; provided, however, that
 21 the group benefit program may be continued thereafter during the leave of
 22 absence, provided the employee makes the proper arrangements and the
 23 employee makes timely payment of the required cost of the benefit program. Other
 24 specific terms and conditions governing the group benefit program are set forth in
 25 the master policy or policies governing the program. To assist in paying for out-of-
 26 pocket expenses that may occur if faced with a life-threatening illness during the
 27 plan year, employees must submit a written request to the City Manager to cash
 28 in banked vacation, compensatory, holiday, and/or personal leave time, not to
 29 exceed the current year's maximum out-of-pocket amount.

30 The Employer and employee contributions are subject to the requirements of
 31 Public Act 152.

32 The following health insurance and prescription drug programs are in effect
 33 beginning year 2025:

	In-Network	Out-of-Network
Benefit Level	<ul style="list-style-type: none"> • 90/10% unless noted under the plan • \$20 Office visit 	<ul style="list-style-type: none"> • 70/30% of reasonable and customary (R&C) charges on most services

<p>Annual Deductible</p>	<ul style="list-style-type: none"> • \$150 Individual • \$300 Family 	<ul style="list-style-type: none"> • \$400 Individual • \$700 Family <p><i>In-network services apply toward satisfying the out-of-network deductible</i></p>
<p>Out-of-Pocket Maximums (Does not include the deductible or office visit fees)</p>	<ul style="list-style-type: none"> • \$600 Individual • \$1,200 Family 	<ul style="list-style-type: none"> • \$2,500 Individual • \$5,000 Family
<p>Employee Premium Co-Share (pre-tax) prorated over 26 pays in the year</p>	<ul style="list-style-type: none"> • \$749 Individual • \$1,605 Family 	
<p>Prescription Co-Payment (Traditional Plan)</p>	<ul style="list-style-type: none"> • 20% of the cost with a minimum of \$15, not to exceed \$40 per prescription, regardless if generic or brand name • \$50 co-pay on drugs costing \$500 or more • Mail order – 2 x retail co-pay for a 90-day supply • Over the counter incentive – Employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug • Out-of-Pocket Maximum: <ul style="list-style-type: none"> ○ \$3,000 annually for single coverage ○ \$9,000 annually for family coverage 	
<p>Chiropractic</p>	<ul style="list-style-type: none"> • The plan will provide up to 37 visits per person on an annual basis. 	

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

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

1 A. Year End Payouts. Annually by November 1, an employee desiring
2 to receive payment for unused holiday and compensatory hours as
3 defined in Article 21, Overtime and Article 24, Holidays; must
4 complete and submit to the City payroll office a leave conversion
5 form indicating the number of eligible compensatory and holiday
6 hours for which the employee would like to receive in a check as a
7 cash out of the eligible balances. In January of the following year,
8 100% of the cash value of any remaining compensatory and holiday
9 hours elected for payment after the December payout will be
10 contributed to the employee's Health Care Savings Account.

11 B. Retirement Payouts. No less than two weeks prior to an employee's
12 retirement date, the employee may complete and submit to the City
13 payroll office a leave conversion form indicating the number of
14 eligible sick, vacation, holiday, and compensatory hours the
15 employee desires to receive in a check as a cash out of the eligible
16 balances. At the date of retirement, 100% of the cash value of any
17 remaining and eligible sick, vacation, holiday, and compensatory
18 balances shall be contributed to the employee's Health Care Savings
19 Account.

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

23 Section 5. Retirement Notification. Employees considering retiring from City
24 employment are required to file a written "notice of intent" to retire, ninety (90) days
25 in advance of the employee's anticipated retirement date. A formal, written
26 commitment to retire, including a specific retirement date, must be provided not
27 less than thirty (30) days in advance of the employee's retirement date. Such
28 written notice shall be filed with the Director of Public Safety/Police Chief and
29 Human Resources. Any and all-time limits may be waived or altered upon the
30 approval of the City Manager, Union President, and another person selected by
31 the City Manager and Union President, provided extenuating circumstances or life-
32 changing events occur.

33 Section 6. Retiree Health Care Plan.

34 A. Benefits. All members of the bargaining unit hired prior to January 1,
35 2010, who retire on or after the execution of this contract, will be
36 eligible for retiree health care benefits subject to the following
37 provisions:

38
39 1. Retirees who qualify for and are in receipt of retirement
40 benefits from the City of Mt. Pleasant Police and Fire
41 Retirement System (Act 345) shall be entitled to continued
42 coverage in the hospital, medical and surgical group plan

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(under the same benefit levels, cost sharing and other terms and conditions as established, from time to time, for active employees under the plan). The City of Mt. Pleasant Police Retiree Health Care Fund shall pay the cost of the remaining monthly premiums for employees. The Employer reserves the right to enter into substantially equivalent policies or programs with commercial insurance carriers, health maintenance organizations, preferred provider organizations or any other qualified entity currently existing or created for the purpose of providing benefits under the City of Mt. Pleasant Police Retiree Health Care Plan (the “Plan”).

2. Health Insurance Participation Options:
 - i) Enroll immediately upon retirement, or
 - ii) One-time deferment to a date/event certain, and
 - iii) If participation ceases, retiree is ineligible to participate in the future.

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

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

5. Retirees receiving health care benefits from the Plan may purchase, at Retiree’s sole cost, coverage for his or her eligible spouse and/or dependent(s) as defined below.

Relationship to Retiree	Length of Eligibility for Coverage
Retired Employee (self)	Eligible for insurance benefits until death as long as: <ol style="list-style-type: none"> 1) Continuous coverage at retirement, OR take one-time insurance deferment option to a date/event certain and sign up at date/event certain; 2) Pay premiums on time; and 3) Sign up for Medicare A & B when eligible.

Relationship to Retiree	Length of Eligibility for Coverage
Spouse of Employee at retirement – still married	Eligible for insurance benefits until death as long as a dependent under retiree’s plan.
Spouse of Employee at retirement – divorced	Spouse is no longer eligible after COBRA-defined length of time.
Spouse of Employee at retirement – widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent under the retiree’s plan when the retiree was alive OR as long as sign up at date/event certain, which was decided upon if the retiree did the one-time deferment of the health decision. NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.
Become spouse of retiree after Employee’s retirement	Not eligible for coverage.
Children of Employee at retirement	Eligible for insurance benefits until the age indicated in the plan 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 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 document 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 a “pay-as-you-go” basis.

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

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

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

- A. Effective the first full pay period of January 2025, employees hired prior to January 1, 2019, will contribute 6% of their gross wages to the City’s Act 345 Pension plan, and beginning the first full pay period of January 2027, employees hired prior to January 1, 2019 will contribute 7% of their gross wages to the Act 345 Pension plan. Eligibility for retirement is a minimum of age 50 and a minimum of 25 years of service or age 60 with a minimum of 10 years of service. The plan provides for a 3-year FAC (best 3 of final 5 years) and a 10-year vesting period. The monthly pension benefit for police retirees shall be calculated at 2.75% for the first 25 years of service or age 50, whichever occurs last and 1% for each year thereafter. The maximum allowable benefit shall not exceed 75% of the final average compensation.
- B. Employees hired after January 1, 2019, will contribute beginning the first full pay period in January, 2025 6% of their gross wages to the Act 345 Pension plan, and beginning the first full pay period in January 2027, employees hired after January 1, 2019, will contribute 7% of their gross wages to the Act 345 Pension plan. Eligibility for retirement is a minimum of age 50 and a minimum of 25 years of service or age 60 with a

1 minimum of 10 years of service. The plan provides for a 3-year FAC
2 (best 3 of final 5 years) and a 10-year vesting period. The monthly
3 pension benefit for police retirees hired after January 1, 2019, shall be
4 calculated at 2.5% for all years of service. The maximum allowable
5 benefit shall not exceed 75% of the final average compensation.

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

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

21 Section 11. Deferred Compensation.

22 A. All full-time employees hired after January 1, 2010, but prior to January 1,
23 2019, shall be eligible for a one-to-one contribution match up to two (2%)
24 percent of base salary to be paid by the City toward a City offered deferred
25 compensation program.

26 B. All full-time employees hired after January 1, 2019, shall be eligible for a
27 one-to-one contribution match up to three (3%) percent of base salary to be
28 paid by the City toward a City offered deferred compensation program.

29 Section 12. Duty Death. In the event of a duty death (as defined by Public Safety
30 Officers Benefit Act – Act 46) of a Union member, the City will pay the COBRA rate
31 for enrollment into the City's health insurance for a surviving spouse and eligible
32 dependents for up to ten (10) years or until the surviving spouse has comparable
33 health insurance from any other source. At the conclusion of the ten (10) years, if
34 the spouse and eligible dependents are actively enrolled in the City's health
35 insurance, they may continue on the City's plan by purchasing coverage at the
36 monthly COBRA rate. Coverage may only be purchased if the spouse and eligible
37 dependents do not have comparable health insurance available from any other
38 source.

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**ARTICLE 30
UNIFORMS**

3 Section 1. Uniformed Employees. The Employer shall provide articles of
4 uniform clothing except shoes and socks. Effective January 1, 2013, the annual
5 uniform allowance amount was rolled into the base wage structure for covered
6 employees.

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**ARTICLE 31
GENERAL**

9 Section 1. Safety. The Employer shall make reasonable provisions for the
10 safety of its employees during their hours of employment and shall provide all
11 safety devices and equipment, which the Employer may require, employees to use
12 during their working hours. The grievance procedure will be available to employees
13 who believe they are being required to utilize equipment that they feel is unsafe or
14 unfit for the use intended.

15 Section 2. Residency. All Employees shall reside and maintain their principal
16 domicile within the limit of 30 miles from the nearest City limits of the City of Mt.
17 Pleasant.

18 Section 3. Labor-Management Committee. The Employer and the Union agree
19 to form a Labor-Management Committee. This committee will initially be comprised
20 of the members of the negotiating teams and will meet every other month at a
21 mutually agreed date and time, beginning the month after final signature of the
22 contract. Any member not on duty shall be compensated at the appropriate
23 overtime rate for actual time spent in the meetings.

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**ARTICLE 32
CLASSIFICATION**

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

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**ARTICLE 33
COMPENSATION**

35 Section 1. Salaries. Effective the first full pay period of January 2025,
36 employees shall be paid the first full payroll period after ratification a one-time

1 signing bonus of \$900 in addition to the following pay plan. The hourly rates for
 2 2025 represent a 3% increase over the 2024 hourly rates.

3

4 Changes in pay rates (one year, two year, and three year) shall be made
 5 commencing with the pay period nearest the employee's anniversary date.

6

		Hourly Rate			
Year	Classification	Start	One Year	Two Year	Three Year
2025	Police Officer	\$28.74	\$31.57	\$34.13	\$36.67

7

8 Effective the first full pay period of January 2026, employees shall be paid
 9 according to the following pay plan. The hourly rates for 2026 represent a 3%
 10 increase over the 2025 hourly rates.

11

		Hourly Rate			
Year	Classification	Start	One Year	Two Year	Three Year
2026	Police Officer	\$29.60	\$32.52	\$35.16	\$37.77

12

13 Effective the first full pay period of January 2027, employees shall be paid
 14 according to the following pay plan. The hourly rates for 2027 represent a 3.5%
 15 increase over the 2026 hourly rates.

16

		Hourly Rate			
Year	Classification	Start	One Year	Two Year	Three Year
2027	Police Officer	\$30.64	\$33.65	\$36.39	\$39.09

17

18 Effective the first full pay period of January 2028, employees shall be paid
 19 according to the following pay plan. The hourly rates for 2028 represent a 4%
 20 increase over the 2027 hourly rates.

21

		Hourly Rate			
Year	Classification	Start	One Year	Two Year	Three Year
2028	Police Officer	\$31.86	\$35.00	\$37.84	\$40.65

1 Section 2. Police Officers who have not met basic Michigan Law Enforcement
2 Council training requirements shall receive 75% of base pay until satisfactory
3 completion of training.

4
5 Section 3. Shift Differential Premium. Employees shall be paid one (1) dollar
6 (\$1.00) for each hour (including overtime hours) worked on the 7:00 p.m. to 7:00
7 a.m. shift as additional compensation.

8 Section 4. Working in a Higher Classification. Employees required to work in a
9 higher classification, as a shift supervisor shall be paid a rate commensurate with
10 increased responsibilities. Shift supervisors are so designated by the Employer but
11 generally hold a rank above Officer.

12 Any Police Officer temporarily serving as a shift supervisor for less than a full duty
13 shift (12 hours) shall be compensated at the rate of \$1.50/hour in addition to the
14 employee's base rate. Any Police Officer serving as shift supervisor for a full duty
15 shift (12 hours or more) shall be compensated at the probationary rate for a
16 Sergeant.

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

25 A Police Officer who may be forced to leave his or her shift to fill a vacancy created
26 by the transfer of the FTO shall be compensated with an additional \$100 per week
27 in addition to their regular rate of pay for each week that Officer is assigned on the
28 other shift. The Police Officer assigned shall be the one with the least departmental
29 seniority on the corresponding shift (with the same work and pass days) as the
30 shift the Police Officer has been originally assigned). Such assignment may not
31 exceed a five-week duration; however, an Officer may be removed from his or her
32 desired shift for this purpose for more than one five-week period during the
33 calendar year.

34 Section 6. Employees, including the officer assigned to BAYANET, working
35 special assignments shall receive an add-on rate of \$0.54 per hour. See Article 17
36 Job Posting and Bidding Procedures, Section 5. Special Function and Special Duty
37 Assignments for additional information.

38 Section 7. Skill Based Pay. Assigned evidence room managers/pill drop
39 program coordinators will be paid \$1,500 annually. Assigned use of force
40 instructors in categories as determined by the Police Chief will be paid \$1,500
41 annually. The annual payment will be paid the first full pay period in December to

City of Mt. Pleasant - POAM

1 members on active payroll. An individual with multiple certifications with assigned
2 use will be paid a maximum of \$2,000 annually. Skill based pay for those newly
3 assigned mid-year or those retiring mid-year under the provision of the Act 345
4 pension shall receive pro-rated skill based pay for the number of months serving
5 in the assigned role.

6 **ARTICLE 34**
7 **SAVING CLAUSE**

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

12 **ARTICLE 35**
13 **TERMINATION**

14 Section 1. Termination. This Agreement shall remain in force until December
15 31, 2028, 11:59 p.m., and thereafter for successive periods of one (1) year unless
16 either party shall, on or before the sixtieth (60th) day prior to expiration serve
17 written notice on the other party of a desire to terminate, modify, alter, negotiate,
18 change or amend this Agreement. A notice of desire to modify, alter, amend,
19 negotiate or change or any combination thereof shall have the effect of terminating
20 the entire Agreement on the expiration date in the same manner as a notice of
21 desire to terminate, unless before that date all subjects of amendment proposed
22 by either party have been disposed of by agreement or by withdrawal by the party
23 proposing amendment, modification, alteration, negotiation, change or any
24 combination thereof. During negotiations all benefits will remain in effect.

CITY OF MOUNT PLEASANT

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

Signed by:
By Boomer Wingard
6D14FB22BEE644E...
Boomer L. Wingard, Mayor

DocuSigned by:
By Mt Pleasant PD Josh Loudenslager 1444846
702095959680496
Joshua M. Loudenslager

Signed by:
By Marilyn Wixson
7E7744A9255A044C...
Marilyn K. Wixson, Acting City Clerk

Signed by:
By Josh Theisen
F18DDC11B1AB443...
Joshua R. Theisen

Dated 7/25/2025

Signed by:
By Dan Kuhn
7C7C2B74A3CA4A5...
Dan Kuhn, POAM Business Agent

1 assistance at annual Recreation, Downtown, youth or other Special events
2 supported by the City.

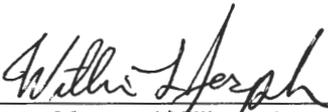
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4 It is agreed that if a conflict should occur between the provisions of the current
5 Collective Bargaining Agreement between the City and the Mt. Pleasant Patrol
6 Officers Association and the provisions of the General Order governing the
7 Voluntary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

9

CITY OF MOUNT PLEASANT

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

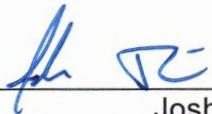
By 
Mayor, William Joseph

By 
Justin Nau,
Negotiating Committee Member

By 
City Clerk, Heather Bouck

By  2077
Kurt Solmonson,
Negotiating Committee Member

Dated August 23, 2021

By 
Josh Theisen,
Negotiating Committee Member

By  POAM
POAM Business Agent

10

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 with the May pension payment on an annual basis, in accordance with the funding level as indicated in 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

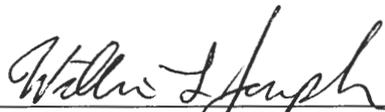
DIVIDED by total number of eligible police retirees

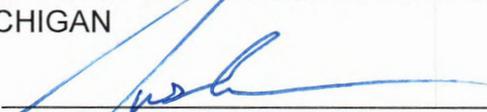
EQUALS payment to each eligible police retiree

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.

CITY OF MOUNT PLEASANT

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

By 
Mayor, William Joseph

By 
Justin Nau,
Negotiating Committee Member

By 
City Clerk, Heather Bouck

By  2077
Kurt Solmonson,
Negotiating Committee Member

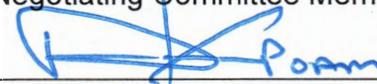
Dated August 23, 2021

By



Josh Theisen
Negotiating Committee Member

By



POAM Business Agent

1

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 William Joseph
Mayor, William Joseph

By Justin Nau
Justin Nau,
Negotiating Committee Member

By Heather Bouck
City Clerk, Heather Bouck

By Kurt Solmonson
Kurt Solmonson,
Negotiating Committee Member

Dated August 23, 2021

By Josh Theisen
Josh Theisen,
Negotiating Committee Member

By POAM Business Agent
POAM Business Agent

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27

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