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AGREEMENT

between

CITY OF MOUNT PLEASANT

and

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

Effective: January 1, 2022 – December 31, 2024

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## AGREEMENT

THIS AGREEMENT, entered into on this 1st day of January 2022, between the City of Mount Pleasant (hereinafter referred to as the Employer) and the Mount Pleasant Sergeants Association affiliated with the Command Officers Association of Michigan (COAM), (hereinafter referred to as the Association).

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

## PURPOSE AND INTENT

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

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

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

## ARTICLE 1 RECOGNITION

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

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

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

1 programs designed primarily to generate employment opportunities for the unemployed  
2 or the underemployed.

## 3 **ARTICLE 2** 4 **EXTERNAL BOARDS**

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

9  
10 Prior to the formal creation of any committee, advisory board, or commission by the City  
11 Commission that may affect the terms or conditions of employment of employees  
12 covered by this collective bargaining agreement, city management will involve a union  
13 leadership representative in the creation of the function and/or rules of procedure of  
14 such committee, advisory board, or commission, and it is recognized that matters that  
15 do affect mandatory subjects of bargaining must be negotiated with the union.  
16

## 17 **ARTICLE 3** 18 **ASSOCIATION**

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

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

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

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

1 **ARTICLE 4**  
2 **AID TO OTHER UNIONS**

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

6 **ARTICLE 5**  
7 **ASSOCIATION DUES**

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

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

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

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

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

28 **ARTICLE 6**  
29 **DISPUTES CONCERNING MEMBERSHIP**

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

**ARTICLE 7**  
**REPRESENTATION**

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

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

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

**ARTICLE 8**  
**DISCIPLINARY ACTION**

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

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

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

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

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

## **ARTICLE 9 GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

7     Section 8.

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

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

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

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

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

**ARTICLE 10**  
**STEWARDS**

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

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

**ARTICLE 11**  
**SPECIAL CONFERENCES**

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

**ARTICLE 12**  
**RIGHTS OF EMPLOYER**

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

**ARTICLE 13**  
**ASSOCIATION RESPONSIBILITIES**

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

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

Section 3. Reasonable Accommodation Obligation. The Union and the Employer recognize that, under state and federal law, the Employer has an affirmative duty and ultimate responsibility to make reasonable accommodations with respect to the employment of eligible individuals who have certain handicaps or disabilities. Neither the Employer nor the Union shall be held liable for any deprivation of right suffered by an employee resulting from the Employer or Union's compliance, including reasonable accommodation, with the federal ADA. Accordingly, the Employer shall be permitted to take all actions necessary to comply with state and federal laws.

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

**ARTICLE 14**  
**SENIORITY**

Section 1. Acquiring Seniority.

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

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

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

D. New permanent employees hired or promoted into the Unit shall be considered as probationary employees for the first one hundred eighty (180) days of their employment. When an employee hired or promoted into the Unit satisfactorily finishes the probationary period, the employee shall be entered on the seniority list of the Unit and shall rank for seniority from the date on which the employee was hired. There shall be no seniority among probationary employees hired into the Unit. The

1 Employer may extend the probationary period of employees hired or  
2 promoted into the Unit in situations where, in the opinion of the Employer,  
3 an employee's performance has not been fully satisfactory; provided,  
4 however, that any extension shall not exceed an additional six (6) months  
5 and the Employer agrees to advise the employee regarding the reasons  
6 for the extension. During the initial probationary period and any period of  
7 extension, employees shall be allowed to accumulate and use paid sick  
8 days in accordance with paid sick day provisions set forth in this  
9 Agreement. It is provided, however, that in the event a hired employee's  
10 employment with the Employer ceases prior to completion of the  
11 probationary period or any period of extension, then any paid sick days  
12 used by the employee shall be paid back to the Employer by way of  
13 deduction from the employee's pay check and/or by way of direct payment  
14 from the employee, as determined by the Employer.

15 E. An employee on authorized paid leave will continue to accrue seniority.  
16 Authorized paid leave will include any approved paid leave time, including  
17 Worker's Compensation benefits.

18 F. Seniority shall be cumulative so long as any layoff period does not exceed  
19 accrued seniority at the time of layoff.

20 G. The Union shall represent all new hire probationary employees only for  
21 the purpose of collective bargaining in respect to rates of pay, wages, and  
22 hours of employment as set forth in Article 1 of this Agreement, but not for  
23 purposes of discharge and discipline.

24 Section 2. Seniority Lists.

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

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

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

33 A. The employee quits or retires.

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

36 C. The employee is absent for three (3) consecutive working days without  
37 notifying the Employer and without showing a reason satisfactory to the  
38 Employer for the absence. In proper cases, exceptions may be made.

After such absence, the Employer will send written notification to the employee at the employee's last known address on file with the Employer that the employee has lost seniority and the employee's employment has been terminated. If the disposition made of any case is not satisfactory, the matter may be referred to the grievance procedure.

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

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

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

## **ARTICLE 15 LAYOFF AND RECALL**

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

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

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

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

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

5     Section 2.     Recall Procedure.

- 6           A.     In all instances, employees covered by this Agreement will be recalled in  
7                   accordance with their seniority. They shall be placed in job openings  
8                   available, provided that the employee demonstrates competence and  
9                   ability to perform the duties of the position in the new classification.
- 10          B.     If an employee is laid off, and on or prior to the employee's last day of  
11                   employment, the Employer has posted, distributed and/or otherwise given  
12                   notice of the date of resumption of work, the employee shall report back to  
13                   work as provided in such notice.
- 14          C.     When recalling an employee from layoff, the Employer shall notify the  
15                   employee by certified letter. An employee is responsible for keeping the  
16                   Employer informed of the employee's proper address. The Employer's  
17                   obligation is satisfied if the last known address given by the employee is  
18                   used.
- 19          D.     If any employee fails to report for ten (10) calendar days from the date of  
20                   the postmark of the notice of recall, the employee shall be considered a  
21                   quit.

22   **ARTICLE 16**  
23   **TRANSFERS**

- 24          A.     If an employee is transferred from one bargaining unit recognized by the  
25                   Employer to the COAM bargaining unit under this Agreement, the  
26                   employee's length of service with the Employer shall be recognized for the  
27                   purpose of benefits provided for this Agreement, except for pay, longevity,  
28                   promotion, layoff and any other benefits or terms for which the employee  
29                   may by State or Federal law be ineligible. Effective on the date of the  
30                   transfer, the employee shall enter into the probationary period set forth  
31                   under this Agreement and shall acquire seniority in the Police Department  
32                   bargaining unit as provided for other employees under the provisions of  
33                   this Agreement.
- 34          B.     If an employee is transferred to a position under the Employer not  
35                   included in the Unit and is thereafter transferred again to a position within  
36                   the Unit within one (1) year; the employee shall have accumulated  
37                   seniority while working in the position to which the employee was  
38                   transferred. Employees re-transferred under the above circumstances

shall retain all rights accrued for the purpose of any benefits provided for in the Agreement that are based on years of service.

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

## **ARTICLE 17**

### **JOB POSTING AND BIDDING PROCEDURES**

Section 1. At such time as the Employer determines the existence of any vacancy in any appointed administrative position, the bargaining unit shall be notified in writing of such vacancy. Any member of the bargaining unit shall be eligible to apply for any such vacancy.

Section 2. All job classification vacancies occurring in the Command Officer bargaining unit, which are intended to be filled by the Employer, shall be posted on the bulletin boards for fourteen (14) calendar days prior to ceasing to accept applications and a copy provided to the Association President. Employees interested who have achieved a minimum of four (4) years of law enforcement experience in the Department shall apply on a form provided by the Employer during the posting period. The Association President may apply on behalf of an employee who is on leave.

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

Section 3. An Internal Assessment Center and Oral Board shall be conducted to determine the qualifications and ability of the employees who have achieved a minimum of four (4) years of law enforcement experience in the Department and who have applied for the open position. Appointments shall be made on the basis of qualifications and ability. Seniority in the Department shall also be considered. The evaluation of qualifications and ability shall include an Oral Board and Internal Assessment Center. The Internal Assessment Center may consist of a written exercise. The evaluating panel for the Internal Assessment Center and Oral Board will be comprised of the Director of Public Safety/Police Chief, Police Captain or Police Lieutenant, Human Resource Representative, a COAM and a POAM representative selected by the Director of Public Safety/Police Chief, and a mutually agreed upon person from outside the City (meaning a person who is not currently employed with the City). The Police Chief (or designee), the COAM President (or designee) and POAM President (or designee) shall mutually agree on the panel member from outside the City. The various factors in the evaluation process for applicants shall be assigned the following weight in determining an applicant's total score:



<b>Assessment Center</b>	<b>40%</b>
<b>Oral Board</b>	<b>40%</b>
<b>Seniority</b>	<b>20%</b>

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

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

10 Section 4. An employee awarded the position shall have a maximum of one hundred  
11 and eighty (180) days trial period to demonstrate the employee's ability to perform the  
12 work. During the trial period, the Employer may return the employee to the employee's  
13 former position prior to the completion of the trial period. If requested by the employee,  
14 the employee shall be advised in writing of the reasons for being returned to the former  
15 position. The Employer may, at any time during the trial period after the first thirty (30)  
16 days, elect to permanently classify the employee in the new position. The employee  
17 may elect to return to the employee's former position during the first thirty (30) days of  
18 the trial period.

19 Section 5. During the trial and probationary period, patrol officers promoted into  
20 COAM will receive the probationary sergeant rate of pay as stated in the contract.  
21 Employees moving within the COAM unit will receive their current pay rate when  
22 transitioning into another Sergeant position.  
23

## 24 **ARTICLE 18** 25 **TRAINING**

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

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

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

Voluntary training of one (1) or more days shall be treated in the following manner. At the time an employee requests voluntary training the Employer will review the request. If the training is deemed appropriate, the Employer will review the employee's two-week work schedule containing the requested training dates and will adjust the affected employee's two-week work schedule to equal an 84 hour pay period. If the adjusted work schedule is mutually agreed upon by the Employer and the affected employee, the training will be approved and the change in the employee's work schedule will occur for that two-week pay period. If the revised work schedule cannot be mutually agreed upon between the supervisor and the affected employee, the Employer retains its right to deny the training or authorize overtime.

Section 3. Education Benefit

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

The Employer will provide education assistance (tuition and fees) for all full-time employees not to exceed \$5,250 per calendar year. The assistance amount is evaluated on an annual basis and will follow the IRS exemptions and guidelines. Payment will be made following receipt of a bill from an accredited adult education school or university, provided the following conditions are met.

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

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

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

- 1 D. A grade of "C" or higher, or credit in a credit/no credit class, is attained on  
2 adult education or undergraduate work and a grade of "B" or higher on  
3 graduate work.
- 4 E. In the event the employee is receiving the cost of tuition from another  
5 source, the employee shall be reimbursed for textbooks and/or required  
6 class materials, provided, such costs are not subject to payment by  
7 another source.
- 8 F. Upon receiving the written grade report, the employee has two (2) weeks  
9 in which to submit it to Human Resources. If the conditions of paragraph  
10 c, d, e and f of this section are not met or the employee terminates  
11 employment during the course(s), the employee will be subject to payroll  
12 deduction for the amount provided by the City. Payroll deduction will  
13 commence immediately. If the employee receives this benefit and then  
14 leaves employment with the City for any reason within a one-year period  
15 from the date of course termination/completion, the employee will be  
16 required to refund the City for all education funds provided within the last  
17 12 months.
- 18  
19 G. Other workshops, training seminars and conventions appropriate to the  
20 employee's performance of his/her job shall be reimbursed according to  
21 policies outlined in Administrative Memo No. 3-87.

## 22 **ARTICLE 19**

## 23 **WORKING HOURS**

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

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

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

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

## **ARTICLE 20 STARTING AND REPORTING TIME**

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

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

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

A. Detective Sergeants are exempt for shift preference due to the need for this position to work a standard Monday thru Friday schedule.

## **ARTICLE 21 OVERTIME**

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

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

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

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

3           B.     Forty-five (45) or more minutes past the hour will be rounded up the next  
4                   hour.

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

11    An employee may choose to earn compensatory hours at the rate of two (2) hours for  
12    each overtime hour worked under this Section. All of the compensatory parameters  
13    from Section 7. apply.

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

20    Section 5.   Overtime. Overtime created by an employee covered by this Contract  
21    shall first be offered to all other employees covered by this Contract. If no employee is  
22    available to work, the overtime will be offered to a Patrol Officers' unit employee, as  
23    specified in the Agreement governing these employees. If no Patrol Officers' unit  
24    employee is available to work, the Sergeants' unit employee having worked the least  
25    amount of overtime as indicated by the overtime equalization list, shall be required to  
26    work the overtime, provided contact can be made. If contact cannot be made, the Patrol  
27    Officers' unit employee having worked the least amount of overtime, as indicated by the  
28    overtime equalization list shall be required to work the overtime. In this event, the senior  
29    officer on the shift will assume shift command responsibilities in the absence of a  
30    Sergeant.

31    Section 6.   No Duplication or Pyramiding. There shall be no duplication or pyramiding  
32    of overtime hours or pay or premium pay under any Section of this Agreement. This  
33    prohibition on duplication or pyramiding shall be interpreted to mean that to the extent  
34    that hours are compensated for at an overtime pay rate or premium rate under one  
35    provision of this Agreement, such hours shall not be counted as hours worked in  
36    determining overtime pay rates or premium rates under the same provision or any other  
37    provision of this Agreement.

38    Section 7.   Compensatory Time. Compensatory hours may be banked in lieu of pay  
39    for overtime, double-time, holiday premium pay, and the FTO overtime premiums at the

employee's choice. Employees may use earned compensatory time in no less than 30-minute increments.

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

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

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

## **ARTICLE 22 EQUALIZATION OF HOURS**

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

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

Overtime work distribution will be computed from January 1st through December 31st each year and at the completion of this twelve (12) month period of time, employees

shall be placed at zero (0) hours for the commencement of the next yearly period of time. The parties shall discuss questions regarding overtime work distribution as they arise and if a remedy is deemed appropriate, such remedy shall be limited to balancing.

## ARTICLE 23 CALL PAY

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

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

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

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

## ARTICLE 24 HOLIDAYS

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

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

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

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

- 1                   1.     Holiday Payment for Probationary Employees. During the  
2                             probationary period, including any extension, employees shall  
3                             receive the holiday pay benefit as outlined in the holiday article of  
4                             this Agreement. It is provided, however, that in the event an  
5                             employee's employment with the Employer ceases prior to  
6                             completion of the probationary period or any period of extension,  
7                             then any holiday payment received by the employee shall be paid  
8                             back to the Employer by way of deduction from the employee's pay  
9                             check and/or by way of direct payment from the employee, as  
10                            determined by the Employer.
- 11                B.     The employee must have worked the last scheduled working day prior to  
12                             and the next scheduled working day after such holiday, unless on  
13                             authorized paid leave.
- 14     The minimum time periods that may be taken by an eligible employee for holiday leave  
15     are as follows:
- 16                A.     Full Hour Duty Shift or Tour of Duty. An employee working a duty shift or  
17                             tour of duty, which consists of full hours in duration, may take multiple  
18                             units of one-hour (1 hour) increments.
- 19                B.     One Half Hour Duty Shift or Tour of Duty. An employee working a duty  
20                             shift or tour of duty which consists of one-half hour (1/2 hour) in duration  
21                             may take multiple units of one-half hour (1/2 hour) increments.
- 22                C.     An employee who works on a calendar holiday, as part of that employee's  
23                             regularly scheduled shift or as part of an approved voluntary trade shall be  
24                             compensated at the employee's overtime rate of time and one-half (1 1/2)  
25                             for actual hours worked. An employee who works overtime hours on a  
26                             calendar holiday or who is called in to work on a calendar holiday on a  
27                             regularly scheduled day off shall be compensated at double time the  
28                             employee's regular rate for actual hours worked.
- 29                D.     For purposes only of calculating year-end payment to employees for  
30                             unused holiday time, the yearend payment for holidays shall not exceed  
31                             maximum payment of seventy-six (76) hours. Such payment shall be paid  
32                             in accordance with this Section of the Agreement and shall occur on the  
33                             first non-payroll Friday in December. Refer to Article 29 Section 3. Health  
34                             Care Savings Program for payment options.
- 35                E.     Any holiday leave benefit time paid in advance of the occurrence of the  
36                             actual holiday(s) shall be deducted from the final paycheck of the  
37                             terminating, retiring, or deceased employee as reimbursement to the City  
38                             for time paid but not earned.
- 39                F.     An employee on an approved unpaid leave of absence is ineligible for  
40                             holiday pay for all holidays occurring during such leave.



1           G.     Upon voluntary separation of any employee from the service of the  
2                 Employer other than by Leave of Absence, the employee shall be paid at  
3                 the time of separation for the unused portion of the employee's eligible  
4                 holiday, provided the employee shall have given two (2) weeks prior  
5                 written notice of the separation. Refer to Article 29 Section 3. Health Care  
6                 Savings Program for payment options.

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

15   Section 5.   Sergeants Not Assigned to Road Patrol. Employees working any special  
16    assignment will generally take all holidays off and be compensated at the straight time  
17    rate of pay. When a holiday falls on a Saturday or Sunday, the employee will take the  
18    Employer-designated holiday off and be compensated at the straight time rate of pay. In  
19    those instances where an employee is required to work on a calendar or Employer-  
20    designated holiday, he/she will be compensated in accordance with Section 3. of this  
21    Article. (Compensation for working a special assignment is addressed in Article 33,  
22    Compensation.)

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

25   Section 6.   Detective Sergeant(s). The Detective Sergeant(s) will take all holidays off  
26    and be compensated at the straight time rate of pay. When a holiday falls on a  
27    Saturday or Sunday, the Detective Sergeant will take the Employer-designated holiday  
28    off and be compensated at the straight time of pay. The Detective Sergeant is not  
29    eligible for the year-end payment for unused holiday time.

## 30                                 **ARTICLE 25** 31                                 **VACATION LEAVE**

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

37   In order for an employee to be eligible to accrue vacation time for any particular month,  
38   the employee must have worked one and one-half (1.5) pay periods. Failure to meet

- 1 this eligibility requirement in a particular month or months will result in a reduction of the  
2 vacation benefit for which the employee would otherwise have been entitled.

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

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

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

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

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

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

## ARTICLE 26 SICK LEAVE

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

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

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

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

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

Section 2. In order for an employee to be eligible to accrue sick leave for any particular month, the employee must have worked one and one-half (1 1/2) pay periods. Failure to meet this eligibility requirement in a particular month or months will result in a reduction of the sick leave benefit for which the employee would otherwise have been entitled.

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

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

3 Section 3. Employees shall have a maximum accumulation of nine hundred sixty  
4 (960) sick hours. At calendar year end and at retirement the value of fifty (50) percent of  
5 the sick leave hours in excess of maximum accrual shall be contributed to the  
6 employees' Health Care Savings Program (HCSP). Yearend payments will be  
7 deposited into the HCSP in January of the following year. At retirement the employee is  
8 entitled to payment of one-half (1/2) the accumulated sick leave balance up to the  
9 maximum of 480 hours.

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

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

28 Section 5. In the event of death or retirement, an employee or the employee's estate  
29 shall be compensated for one-half (1/2) the employee's accumulated sick leave up to a  
30 maximum of four hundred eighty (480) hours with payment to be based upon the  
31 employee's rate of pay at the time the employee's employment ceased. Refer to Article  
32 29 Section 3. Health Care Savings Program for payment options. For purposes of this  
33 Section, an employee shall be considered to be retiring if the employee immediately  
34 receives pension benefits or terminates the employee's employment after reaching age  
35 62.

36 Section 6. If the Employer has cause to suspect that there is an abuse of the paid  
37 sick days policy, or if there is a pattern of absences, or if there is a pattern of using paid  
38 sick days by one day absences, or if there is a pattern of absences which result in  
39 extended weekend periods or extended holiday periods or extended scheduled time off,  
40 the Employer reserves the right to require proof of sickness or accident or any  
41 continuance thereof through a physician's certificate or other substantiation acceptable  
42 to the Employer as a condition for receiving any paid sick days and if such proof or

1 substantiation is not provided, the Employer may upon prior notice to the employee,  
2 deduct any amounts that may have been paid for those sick days from the employee's  
3 pay.

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

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

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

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

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

24 Section 11. A full-time employee who at the end of the calendar year has fewer than  
25 the maximum number of sick leave hours eligible to accrue and who has used thirty-six  
26 (36) or less paid sick hours during the calendar year shall have that number of paid sick  
27 hours actually used restored to the employee's accumulated paid sick bank at the start  
28 of the next calendar year. A full-time employee who, at the end of the calendar year,  
29 has used sixty (60) or less paid sick hours during the calendar year shall have twelve  
30 (12) paid sick hours actually used restored to the employee's accumulated paid sick  
31 bank at the start of the next calendar year. An employee's eligibility for the restoration  
32 benefit set forth in this Section shall not occur until the end of the calendar year.

## 33 **ARTICLE 27**

### 34 **OTHER LEAVES OF ABSENCE**

#### 35 Section 1.

36 A. An employee must be a regular full-time employee with one hundred  
37 eighty (180) days of service in order to be eligible for any time of absence.

- 1           B.     An employee accepting employment or being self-employed while on any  
2                 leave receiving paid sick leave and/or worker's compensation benefits  
3                 may be discharged, unless the employee has a history of performing such  
4                 work prior to the leave, the number of hours performing the with work is  
5                 not increased, and the nature of the work will not negatively impact the  
6                 employee's ability to return to work in a timely manner.
- 7           C.     An employee giving false information to obtain a leave of absence may be  
8                 discharged.
- 9           D.     An employee on a leave of absence shall be subject to layoff in  
10                accordance with the provisions of this Agreement and shall be notified by  
11                the Employer by certified mail addressed to the last known address of the  
12                employee.
- 13          E.     An employee who fails to return to work on the required date following a  
14                 leave of absence shall lose seniority and shall be considered a voluntary  
15                 quit unless otherwise excused for a reason satisfactory to the Employer.
- 16          F.     An employee on leave of absence may make arrangements for payment  
17                 of all insurance benefits.

18   Section 2.     Personal Reasons.

- 19          A.     A leave of absence without pay may be granted seniority employees for  
20                 personal reasons, not to exceed thirty (30) calendar days. Such leaves  
21                 shall be subject to the approval of the City Manager. Requests for renewal  
22                 of such leaves for further periods not to exceed thirty (30) calendar days  
23                 may be submitted to the City Manager for possible approval at the City  
24                 Manager's discretion in situations involving extenuating circumstances  
25                 due to sickness or injury up to a maximum of one hundred eighty (180)  
26                 days.
- 27          B.     An employee shall be required to state the exact reasons for such leaves  
28                 in their request.

29   Section 3.

- 30          A.     Any seniority employee who enters into the active service of the Armed  
31                 Forces of the United States will be granted a leave of absence for the  
32                 period of such active service. Upon termination of such service such  
33                 employees shall be offered re-employment in accordance with the terms  
34                 of the applicable Selective Service Act provided:
- 35                 1.     The employee has received an honorable discharge or has been  
36                         relieved from active duty under honorable conditions.
- 37                 2.     The employee is physically able to perform a job.

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

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

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

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

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

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

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

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

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

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

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

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

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



1    Section 6.    Administrative Leave.

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

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

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

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

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

38   Section 10.   Bereavement Leave and Pay. Upon request, an employee will be granted  
39   a leave of absence with pay for up to a maximum of three (3) scheduled working duty  
40   days that the employee is otherwise scheduled to work following and including the date  
41   of death of a member of the employee's immediate family in order to attend the funeral

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

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

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

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

36 Personal leave duty days that an employee desires to use during the month of  
37 December must be scheduled no later than December 1<sup>st</sup>.

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

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

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

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

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

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

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

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

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

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

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

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

F. Twenty-six (26) workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the

1 eligible employee is the service member's spouse, son, daughter, parent,  
2 or next of kin (military caregiver leave).

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

6 Section 14. Requests for Leave and Medical Certification.

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

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

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

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

3   Section 16. Health Benefits During Leave. While on leave, an employee's coverage  
4   under the Employer's group health program shall be continued (unless the employee  
5   declines) on the basis and conditions, as coverage would have been provided if the  
6   employee had been continuously employed during the entire leave period. The  
7   employee must make arrangements with the Employer for payment during the leave of  
8   any cost shared by the employee under the health program.

9   Section 17. Return from Leave. On return from leave, an employee shall be returned  
10   to the same position the employee held when leave commenced, or to an equivalent  
11   position with equivalent benefits, pay, and other terms and conditions of employment,  
12   unless the employee is no longer qualified for the position because of a physical or  
13   mental condition or the failure to maintain a necessary license or certification.  
14   Employees whose leave was occasioned by a serious health condition that made the  
15   employee unable to perform their job are required to obtain and present medical  
16   certification from the health care provider that they are fit for duty and able to return and  
17   perform their work. This medical certification must be submitted to the Employer at the  
18   time the employee seeks reinstatement at the end of the leave, and failure to provide a  
19   satisfactory certification may, as determined by the Employer, result in denial of  
20   reinstatement until the requirement is satisfied.

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

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

## 31                                   **ARTICLE 28** 32                                   **RULES AND REGULATIONS**

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

38   Section 2. The Employer reserves the right, through the negotiations with the  
39   bargaining unit, which occurred in conjunction with settlement of the 1992-1995

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

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

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

## 18 **ARTICLE 29** 19 **INSURANCE AND RETIREMENT**

20 Section 1. Life Insurance. The Employer shall pay the premium for term life  
21 insurance with double indemnity and accidental death and dismemberment equal to  
22 one (1) times the employee's annual earnings at straight time rates per year rounded to  
23 the nearest \$1,000. Coverage becomes effective for eligible employees the first (1st)  
24 day of the month following completion of one hundred and eighty (180) days of  
25 employment.

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

1 The group benefit program becomes effective for eligible employees on the first (1st)  
 2 day following completion of thirty-one (31) days of employment. Payroll deductions for  
 3 the premium co-share will be in equal amounts and will be made on a pre-tax basis for  
 4 twenty-four (24) of the twenty-six (26) pays per year.

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

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

27 The following health insurance and prescription drug programs are in effect for calendar  
 28 years 2022-2024:

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

<b><u>Employee Premium Co-Share</u></b> (pre-tax) Prorated over 24 pays in the year	<ul style="list-style-type: none"> <li>• \$700 Individual</li> <li>• \$1,500 Family</li> </ul>
<b><u>Prescription Co-Payment (Traditional Plan)</u></b>	<ul style="list-style-type: none"> <li>• 20% of the cost with a minimum of \$15, not to exceed \$40 per prescription, regardless if generic or brand name</li> <li>• \$50 co-pay on drugs costing \$500 or more</li> <li>• Mail order – 2 x retail co-pay for a 90-day supply</li> <li>• Over the counter incentive – Employees will be reimbursed for drugs which are purchased over the counter and are prescribed by a physician. Reimbursement shall not exceed the cost of a pharmacy dispensed drug             <ul style="list-style-type: none"> <li>• Out-of-Pocket Maximum:                 <ul style="list-style-type: none"> <li>○ \$3,000 annually for single coverage</li> <li>○ \$9,000 annually for family coverage</li> </ul> </li> </ul> </li> </ul>
<b><u>Chiropractic</u></b>	<ul style="list-style-type: none"> <li>• The plan will provide up to 37 visits per person on an annual basis.</li> </ul>

1

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

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

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

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

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



payout will be contributed to the employee's Health Care Savings Account.

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

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

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

Section 6. Retiree Health Care Plan.

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

1. Retirees who qualify for and are in receipt of retirement benefits from the City of Mt. Pleasant Police and Fire Retirement System (Act 345) shall be entitled to continued coverage in the hospital, medical and surgical group plan (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. Any premium co-share paid by active employees will also be paid by retirees on a monthly basis. 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: 1) Continuous coverage at retirement, OR take one-time insurance deferment option to a date/event certain and sign up at date/event certain; 2) Pay premiums on time; and 3) Sign up for Medicare A & B when eligible.
Spouse of Employee at retirement – still married	Eligible for insurance benefits until death as long as a dependent under retiree's plan.
Spouse of Employee at retirement – divorced	Spouse is no longer eligible after COBRA-defined length of time.
Spouse of Employee at retirement – widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent

Relationship to Retiree	Length of Eligibility for Coverage
	under the retiree's plan when the retiree was alive OR as long as sign up at date/event certain, which was decided upon if the retiree did the one-time deferment of the health decision. <b>NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.</b>
Become spouse of retiree after Employee's retirement	Not eligible for coverage.
Children of Employee at retirement	Eligible for insurance benefits until the age indicated in the plan document.
Children of Employee after retirement	If legal child of retiree, eligible for insurance benefits until the age indicated in the plan document.
Children of Employee after retiree passes away	Eligible for insurance benefits until the age indicated in the plan document.

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.

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. Employee's hired prior to January 1, 2019, shall contribute 4% of their gross wages to the City's Act 345 Pension Plan. Effective January 1, 2020, employees hired prior to January 1, 2019, will contribute 5% of their gross wages to the City's Act 345 Pension Fund. 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 to the City's Act 345 Pension Plan at a rate of 4% of their gross wages, if and when the Police and Fire Pension Fund maintains at least an 86% or greater funding position. If the funding position falls below 86%, employee's hired after January 1, 2019, will contribute 5% of their gross wages to the Act 345 Pension. 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 hired after January 1, 2019, shall be calculated at 2.5% for all years of service. The maximum allowable benefit shall not exceed 75% of the final average compensation.

Section 9. Spouse Vesting. If an employee has worked and/or purchased at least ten (10) years of service and a non-duty death occurs while employed by the City, the employee's spouse will be paid a survivor pension for the remainder of the spouse's

1 life. The amount is computed as if the employee had retired the day preceding the  
2 employee's death with a straight life pension and elected Option I.

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

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

13 Section 11. Deferred Compensation.

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

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

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

30 **ARTICLE 30**  
31 **UNIFORMS**

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

## ARTICLE 31 GENERAL

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

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

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

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

## ARTICLE 32 CLASSIFICATION

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

Section 2. Special Assignment of Sergeants. The parameters agreed upon by the parties in relation to specific issues follow.

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

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

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

C. Working Hours and Holidays. See Articles 19 and 24.

D. Compensation. See Article 33 Section 3.

## ARTICLE 33 COMPENSATION

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

<u>Year</u>	<u>Classification</u>	<u>Hourly Rate</u>	
		<u>Probationary</u>	<u>Non-Probationary</u>
2022	Sergeant and Detective Sergeant	\$37.39	\$38.10
2023	Sergeant and Detective Sergeant	\$38.51	\$39.24
2024	Sergeant and Detective Sergeant	\$39.86	\$40.61

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

Section 2. Shift Differential Premium. Employees shall be paid one (1) dollar (\$1.00) for each hour worked (including overtime hours) on the 7:00 p.m., to 7:00 a.m., shift as additional compensation.

Section 3. Special Assignments. Employees working special assignments, excluding assignments to the Detective bureau, will receive an add-on rate of \$0.54 per hour.

Section 4. Field Training Officer (FTO) Premium. A qualified Field Training Officer shall be compensated for 1.5 hours at the overtime rate above and beyond the Officer's regular rate of pay for each duty shift the Officer actually serves as an FTO. In the event an FTO must transfer from his or her desired shift to another shift in order to accommodate the FTO program, that Officer shall be compensated at an additional 1.5 hours at the overtime rate above his or her regular rate of pay and the above-established premium for each duty shift the Officer serves as an FTO on the other shift.

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

9 **ARTICLE 34**  
10 **SAVINGS CLAUSE**

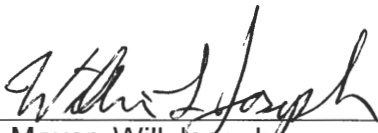
11 Should any part herein or any provision herein contained be rendered or declared  
12 invalid by reason of any existing or subsequent enacted legislation, or by any decree of  
13 a court or competent jurisdiction, such part or portion of this Agreement which is  
14 invalidated as aforesaid shall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

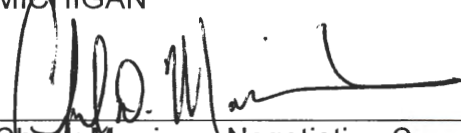
15 **ARTICLE 35**  
16 **TERMINATION**

17 Section 1. Termination. This Agreement shall remain in force until December 31,  
18 2024, 11:59 p.m., and thereafter for successive periods of one (1) year unless either  
19 party shall, on or before the sixtieth (60th) day prior to expiration serve written notice on  
20 the other party of a desire to terminate, modify, alter, negotiate, change or amend this  
21 Agreement. A notice of desire to modify, alter, amend, negotiate or change or any  
22 combination thereof shall have the effect of terminating the entire Agreement on the  
23 expiration date in the same manner as a notice of desire to terminate, unless before  
24 that date all subjects of amendment proposed by either party have been disposed of by  
25 agreement or by withdrawal by the party proposing amendment, modification, alteration,  
26 negotiation, change or any combination thereof. During negotiations all benefits will  
27 remain in effect.


CITY OF MOUNT PLEASANT

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

By:   
Mayor, Will Joseph

By:   
Chuck Morrison, Negotiating Committee  
Member

By:   
City Clerk, Heather Bouck

By:   
Brandon Bliss, Negotiating Committee  
Member



City of Mt. Pleasant - COAM Agreement

Dated: August 23, 2021

By:

  
COAM Business Agent

1

**LETTER OF AGREEMENT**

CITY OF MOUNT PLEASANT  
AND  
MOUNT PLEASANT SERGEANTS ASSOCIATION

SUBJECT: Thirteenth Check Provision

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

In accordance with this agreement any police retiree, retiring on or after January 1, 1993, and prior to January 1, 2002, shall be eligible to collect a thirteenth or one additional pension benefit payment payable on an annual basis. Payments shall be processed by the City 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

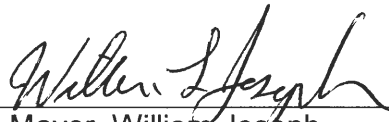
**DIVIDED** by total number of eligible police retirees

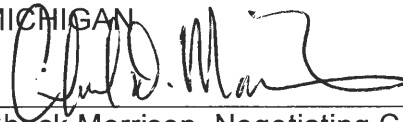
**EQUALS** payment to each eligible police retiree

Provided that the fund's actuarial firm, as confirmed by the City's Police and Fire Retirement Board, determine that the Police Pension Fund maintains no less than an 84% funded position.

CITY OF MOUNT PLEASANT

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

By:   
Mayor, William Joseph

By:   
Chuck Morrison, Negotiating Committee  
Member

By:   
City Clerk, Heather Bouck

By:   
Brandon Bliss, Negotiating Committee  
Member

City of Mt. Pleasant - COAM Agreement

Dated: August 23, 2021

By:

A handwritten signature in blue ink, appearing to read "R. A. Poan", written over a horizontal line.

COAM Business Agent

1

**LETTER OF AGREEMENT**

**CITY OF MOUNT PLEASANT**  
**AND**  
**MOUNT PLEASANT SERGEANTS ASSOCIATION**

**SUBJECT:** Voluntary Police Reserve

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

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

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

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


Reserves may also be assigned, and are encouraged, to perform community service activities as deemed necessary and beneficial to various elements of the community. Community service activities for the purpose of this order shall be activities not included in the job description of a Mt. Pleasant Patrol Officer. Example of such community services are posting of house address numbers, assisting elderly and impaired people with home security improvements, assistance at annual Recreation, Downtown, youth or other Special events supported by the City.

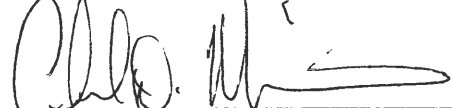
It is agreed that if a conflict should occur between the provisions of the current Collective Bargaining Agreement between the City and the Mt. Pleasant Sergeants

- 1 Association and the provisions of the General Order governing the Voluntary Police  
2 Reserve, then the provisions of the Collective Bargaining Agreement shall supersede.  
3

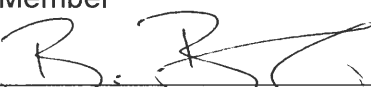
CITY OF MOUNT PLEASANT

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

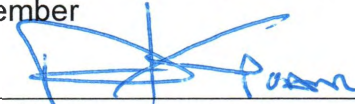
By:   
Mayor, William Joseph

By:   
Chuck Morrison, Negotiating Committee  
Member

By:   
City Clerk, Heather Bouck

By:   
Brandon Bliss, Negotiating Committee  
Member

Dated: August 23, 2021

By:   
COAM Business Agent

1

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11	Termination .....	48
12	Training .....	17, 18
13	Transfers .....	15
14	Uniforms .....	46
15	Vacation .....	25, 26
16	Wages .....	13, 31
17	Withdrawal Of Cases.....	10
18	Working Hours.....	19
19		

# LETTER OF AGREEMENT

CITY OF MT. PLEASANT

-AND-

## **MOUNT PLEASANT SERGEANTS ASSOCIATION AFFILIATED WITH THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM)**

This Agreement entered into on the date set forth below, between the City of Mt. Pleasant ("City") and Mount Pleasant Sergeants Association Affiliated with the Command Officers Association of Michigan ("COAM").

**WHEREAS**, the City has an interest in expanding the diversity and inclusivity of the observed federal holidays, while also aligning the holiday calendars across all employee groups; and after discussion both parties desire to move forward with an expansion and alteration to the current annual holiday calendar.

**THEREFORE**, the parties mutually agree to alterations initiated in 2022 and set as a final holiday calendar in 2023. The parties agree that future alterations may take place when mutually agreed upon during the bargaining process.

The holiday calendar will be altered as follows:

In 2022, Indigenous People's Day also known as Columbus Day will be added to the COAM holiday calendar, resulting in an addition of 12 hours of holiday leave for each COAM member. The parties further agree to exchange the 6 hours currently provided for Good Friday, for 12 hours of holiday leave for Indigenous People's Day, in 2023. In 2022, COAM members will receive 12 hours of holiday leave time for recognition of the Indigenous People's Day holiday, in addition to time received for the Good Friday holiday.

In 2023, Martin Luther King Jr. Day will be added to the COAM holiday calendar. The parties agree to evenly exchange the hours currently provided for President's Day, for recognition of Martin Luther King Jr. Day, in 2023.

In 2023, and going forward, the changes create an additional 6 hours of holiday leave time for the COAM membership.

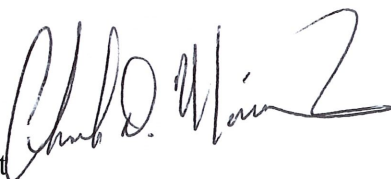
This letter of agreement will be fully incorporated into the COAM contract at the termination of the current contract, December 31, 2022.

### **SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

FOR THE UNION:

Chuck Morrison  
COAM President



Date: 6-2-2022

FOR THE CITY:

Susanne Gandy  
Director of Human Resources



Date: June 1, 2022