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AGREEMENT

between

CITY OF MOUNT PLEASANT

and

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

Effective: January 1, 2022 – December 31, 2024

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1

2 **AGREEMENT**

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3 THIS AGREEMENT, entered into on this 1st day of January, 2022, between the
4 City of Mount Pleasant (hereinafter referred to as the Employer) and the Mount
5 Pleasant Police Officers Association affiliated with the Police Officers Association
6 of Michigan (POAM), (hereinafter referred to as the Association).

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

9

PURPOSE AND INTENT

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

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

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

19

ARTICLE 1 20 RECOGNITION

20

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

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

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

1 intended to be those programs designed primarily to generate employment
2 opportunities for the unemployed 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
7 to any non-management committee or board for such action, and no access will
8 be provided to employee personnel records in accordance with applicable law.
9

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

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

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

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

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

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

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**ARTICLE 4
AID TO OTHER UNIONS**

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

**ARTICLE 5
ASSOCIATION DUES**

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

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

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

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

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

**ARTICLE 6
DISPUTES CONCERNING MEMBERSHIP**

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

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**ARTICLE 7
REPRESENTATION**

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

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

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

16
17
**ARTICLE 8
DISCIPLINARY ACTION**

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

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

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

35 Section 4. Any reprimand entered in the employee's employment record shall
36 be removed from the employee's record after two (2) years from the date of the
37 incident causing reprimand, if, in the event, that during the intervening two (2)
38 years, there are no further reprimands entered on the file. When all evidence of

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

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

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

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

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

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

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

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

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

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

9 Section 6. If a grievance remains unresolved as a result of the written
10 response from the City Manager/Designee the parties shall have the option to
11 mutually submit the matter for non-binding mediation to the Michigan
12 Employment Relations Commission (MERC). Either party may request mediation
13 by notifying the opposite party (City Manager and Union President) of such
14 intention within fifteen (15) calendar days from the date of the Employer's
15 response in Step 4. If mediation is agreed upon, it will be scheduled within fifteen
16 (15) calendar days of issuance of the written request for mediation (or as
17 otherwise agreed by the parties). If the parties do not mutually agree to mediation
18 at this Step, arbitration may be requested pursuant to Section 7 of this Article.
19

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

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

40 B. The arbitrator shall limit the arbitrator's decisions strictly to the
41 interpretation and application or enforcement of the provisions of
42 the Agreement or its supplements and make no decision contrary to

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

12 Section 8.

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

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

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

5 **ARTICLE 10**
6 **STEWARDS**

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

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

19 **ARTICLE 11**
20 **SPECIAL CONFERENCES**

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

32 **ARTICLE 12**
33 **RIGHTS OF EMPLOYER**

34 Section 1. The Employer shall have the exclusive right to control and direct its
35 employees. This right shall include the right to hire, promote, layoff, transfer, set
36 work schedules, make work assignments, direct and control its operations and to
37 discipline and discharge employees for just cause, provided any decisions of the

1 Employer are not contrary or in violation of the provisions of this Agreement. Any
2 violation shall be subject to the grievance procedure.

3 **ARTICLE 13**
4 **ASSOCIATION RESPONSIBILITIES**

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

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

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

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

22 **ARTICLE 14**
23 **SENIORITY**

24 Section 1. Acquiring Seniority.

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

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

1 in accordance with paid sick day provisions set forth in this
2 Agreement. It is provided, however, that in the event an employee's
3 employment with the City ceases prior to completion of the
4 probationary period or any period of extension, then any paid sick
5 days used by the employee shall be paid back to the Employer by
6 way of deduction from the employee's pay check and/or by way of
7 direct payment from the employee, as determined by the Employer.

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

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

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

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

20 Section 2. Seniority Lists.

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

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

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

30 A. The employee quits or retires.

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

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

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

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

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

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

15 **ARTICLE 15**
16 **LAYOFF AND RECALL**

17 **Section 1. Layoff Defined.**

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

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

30 B. If it becomes necessary for a layoff, any Employee within the
31 classification to be reduced may elect a voluntary layoff. In the
32 event an employee elects a voluntary layoff, his/her decision may
33 not be rescinded. If no voluntary layoff occurs, probationary
34 employees will be laid off first and seniority employees in the
35 inverse order of seniority.
36
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38 **Section 2. Recall Procedure.**

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

4 **ARTICLE 17**
5 **JOB POSTING AND BIDDING PROCEDURES**

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

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

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

Assessment Center	40%
Oral Board	40%
Seniority	20%

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

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

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

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

Section 2. Special Function and Special Duty Assignments

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

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

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

6
7 A. Employee assignments to special functions and other special duties shall
8 continue to be made as determined from time to time by the Director of
9 Public Safety/Police Chief and for periods of time that vary in duration.

10
11 B. If an employee has been performing the same special duty or special
12 function assignment for a continuous period of two (2) years and both the
13 employee and the Director of Public Safety/Police Chief mutually agree,
14 the assignment/function may be extended for an additional one (1) year
15 period. Upon completion of the one (1) year extension, the employee and
16 the Director of Public Safety/Police Chief may mutually agree to a second
17 one (1) year extension.

18
19 C. When an employee has been performing the same special duty or special
20 function assignment for a continuous period of two (2) years (plus any
21 extension agreed to in item 2 above), and if another employee expresses
22 a stated interest in performing the assignment at least six (6) months prior
23 to the end of the cycle (2 [two] year period or either of the one [1] year
24 extensions), then that employee may receive the special duty or function
25 assignment. This will allow for an orderly transition between officers and
26 provide a time period for any necessary training. If there are two (2) or
27 more employees who have expressed a stated interest in performing the
28 assignment, then the selection shall be made by the Director of Public
29 Safety/Police Chief from among those employees. If there are no
30 employees who have expressed a stated interest in performing the
31 assignment, then the employee who has been performing the special duty
32 or function assignment may continue for a subsequent two (2) year cycle.
33 In all cases, the length of any special duty or function assignment or
34 continuation thereof shall be determined by the Director of Public
35 Safety/Police Chief.

36
37 D. See Article 33 Compensation, Section 6 for additional information.
38

39 **ARTICLE 18**

40 **TRAINING**

41 Section 1. The Employer shall provide a minimum of four (4) sessions of
42 firearms training each year during the term of this Agreement. Employees will be
43 required to qualify with the minimum score established by the department.

1 Employees shall be required to so qualify at a minimum of one time per year or at
2 the number of times per year as may be established by the department.

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

8 Section 2. If mandatory training occurs on an employee's regularly scheduled
9 day off, the employee will be reimbursed for time spent in training at the time and
10 one-half (1 1/2) rate regardless of what day off the training is on. (Refer to Article
11 21, Overtime) An employee functioning as the training instructor, as assigned by
12 the Captain, is eligible for double time in accordance with Article 21.

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

24 Section 3. Education Benefit

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

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

33 A. The Employer's budget for the fiscal year is usually finalized in the
34 month of December, following a six (6) month budgetary process
35 and, therefore, in order for an application to be eligible for
36 consideration, an employee seeking further education under this
37 Section is required to notify the department head no later than June
38 1st of the current year for the following year. If the course(s) are not
39 specifically budgeted for, the application will not be approved
40 unless funds are available in the existing departmental budget.

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

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

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

17 **ARTICLE 20**
18 **STARTING AND REPORTING TIME**

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

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

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

35 A. The Association and the Employer shall mutually agree to any
36 change in established shifts. It is understood and agreed that this
37 restriction or change in established shift hours applies only to
38 changes in the Employer's established periods of time for the
39 Employer's various work shifts and does not apply to changes in

1 work shift starting time for an employee due to the employee's
2 transfer or assignment to a different shift.

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

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

17 B. In the event that a consensus cannot be reached between the
18 FTO's as to distribution, the FTO with the least departmental
19 seniority shall be assigned to the corresponding shift (with the
20 same work and pass days) on the opposing shift (days or nights)
21 lacking the adequate coverage. If the Employer elects not to
22 reassign another Police Officer pursuant to Article 33, Section 5,
23 and the remaining employees shall not have vacation requests
24 denied solely on the staffing level created by the reassigned FTO
25 from the shift.

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

29 **ARTICLE 21**
30 **OVERTIME**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 **ARTICLE 22**
24 **EQUALIZATION OF HOURS**

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

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

1 Overtime work distribution will be computed from January 1st through December
2 31st each year and at the completion of this twelve (12) month period of time,
3 employees shall be placed at zero (0) hours for the commencement of the next
4 yearly period of time. The parties shall discuss questions regarding overtime
5 work distribution as they arise and if a remedy is deemed appropriate, such
6 remedy shall be limited to balancing.

7 **ARTICLE 23**
8 **CALL PAY**

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

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

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

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

20 **ARTICLE 24**
21 **HOLIDAYS**

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

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

34 Section 3. Within the limits set by an adequate work force, full-time employees
35 shall be entitled to a combination of pay representative of one duty day, except in
36 the case of Good Friday which is calculated at one-half duty day at straight time-
37 hourly rate, exclusive of night shift and overtime premiums, or equal

1 compensatory time off as payment for each holiday set forth in Section 1
2 provided they meet all the following eligibility requirements:

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

5 1. Holiday Payment for Probationary Employees. During the
6 probationary period, including any extension, employees
7 shall receive the holiday pay benefit as outlined in the
8 holiday article of this Agreement. It is provided however, that
9 in the event an employee's employment with the Employer
10 ceases prior to completion of the probationary period or any
11 period of extension, then any holiday payment received by
12 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
14 direct payment from the employee, as determined by the
15 Employer.

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

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

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

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

28 C. An employee who works on a calendar holiday, as part of that
29 employee's regularly scheduled shift or as part of an approved
30 voluntary trade shall be compensated at the employee's overtime
31 rate of time and one-half (1 1/2) for actual hours worked. An
32 employee who works overtime hours on a calendar holiday or who
33 is called in to work on a calendar holiday on a regularly scheduled
34 day off shall be compensated at double time the employee's regular
35 rate for actual hours worked.

36 D. For purposes only of calculating year-end payment to employees
37 for unused holiday time, the year-end payment for holidays shall
38 not exceed maximum payment of seventy-six (76) hours. Such
39 payment shall be paid in accordance with this Section of the

1 Agreement and shall occur on the first non-payroll Friday in
2 December. Refer to Article 29 Section 3. Health Care Savings
3 Program for payment options.

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

8 F. An Employee on an approved unpaid leave of absence is ineligible
9 for holiday pay for all holidays occurring during such leave.

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

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

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

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

36 **ARTICLE 25**
37 **VACATION LEAVE**

38 Section 1. Employees with more than one (1) year seniority shall be eligible
39 for vacation leave as provided below. Vacation shall accrue to a maximum of

1 three hundred sixty (360) hours (except employees who earn two hundred [200]
2 hours each year may accrue three hundred ninety [390] hours) as of December
3 31 on a pro-rata basis from month to month.

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

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

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

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

- 19 A. Full Hour Duty Shift or Tour of Duty. An employee working a duty
20 shift or tour of duty, which consists of full hours in duration, may
21 take multiple units of one-hour (1 hour) increments.
- 22 B. One Half Hour Duty Shift or Tour of Duty. An employee working a
23 duty shift or tour of duty, which consists of one-half hour (1/2 hour)
24 in duration, may take multiple units of one-half hour (1/2 hour)
25 increments.

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

29 Section 3. Upon voluntary separation of any employee from the service of the
30 Employer other than by Leave of Absence, the employee shall be paid at the

1 time of separation for the unused portion of the employee's accumulated
2 vacation, provided the employee shall have given two (2) weeks prior written
3 notice of the separation. Refer to Article 29 Section 3. Health Care Savings
4 Program for payment options.

5 **ARTICLE 26**
6 **SICK LEAVE**

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

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

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

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

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

39 Section 2. In order for an employee to be eligible to accrue sick leave for any
40 particular month, the employee must have worked one and one-half (1 1/2) pay

1 periods. Failure to meet this eligibility requirement in a particular month or
2 months will result in a reduction of the sick leave benefit for which the employee
3 would otherwise have been entitled.

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

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

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

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

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

35 Section 5. In the event of death or retirement, an employee or the employee's
36 estate shall be compensated for one-half (1/2) the employee's accumulated sick
37 leave up to a maximum of four hundred eighty (480) hours with payment to be
38 based upon the employee's rate of pay at the time the employee's employment
39 ceased. Refer to Article 29 Section 3. Health Care Savings Program for payment
40 options. For purposes of this Section, an employee shall be considered to be

1 retiring if the employee immediately receives pension benefits or terminates the
2 employee's employment after reaching age 62.

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

13
14 The Employer also reserves the right to require an employee to execute an
15 affidavit setting forth the nature and duration of the sickness or accident.
16 Falsification in connection with any physician's certificate, other substantiation or
17 affidavit shall be deemed just cause for discharge.

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

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

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

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

34 Section 11. A full-time employee who at the end of the calendar year has fewer
35 than the maximum number of sick leave hours eligible to accrue and who has
36 used thirty-six (36) or less paid sick hours during the calendar year shall have
37 that number of paid sick hours actually used restored to the employee's
38 accumulated paid sick bank at the start of the next calendar year. A full-time
39 employee who, at the end of the calendar year, has used sixty (60) or less paid
40 sick hours during the calendar year shall have twelve (12) paid sick hours
41 actually used restored to the employee's accumulated paid sick bank at the start

1 of the next calendar year. An employee's eligibility for the restoration benefit set
2 forth in this Section shall not occur until the end of the calendar year.

3 **ARTICLE 27**
4 **OTHER LEAVES OF ABSENCE**

5 Section 1.

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

9 B. An employee accepting employment or being self-employed while
10 receiving paid sick leave and/or worker's compensation benefits
11 may be discharged, unless the employee has a history of
12 performing such work prior to the leave, the number of hours
13 performing the work is not increased, and the nature of the work will
14 not negatively impact the employee's ability to return to work in a
15 timely manner.

16 C. An employee giving false information to obtain a leave of absence
17 may be discharged.

18 D. An employee on a leave of absence shall be subject to layoff in
19 accordance with the provisions of this Agreement and shall be
20 notified by the Employer by certified mail addressed to the last
21 known address of the employee.

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

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

28 Section 2. Personal Reasons.

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

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

3

4 Section 3.

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

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

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

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

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

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

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

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

11 B. For medical leave of absence due to injury on the job and which is
12 covered by workers' compensation benefits, an employee may be
13 on leave under this Section for a period of not more than two (2)
14 years after which time the employment relationship shall terminate.
15 During this type of leave of absence, the employee will continue to
16 have hospitalization insurance and term life insurance premiums
17 paid by the Employer for a maximum period of two (2) years or for
18 the number of full months of seniority with the Employer acquired
19 by the employee at the time of the injury, whichever is the lesser.

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

33 In situations where an employee's physical, medical or mental condition raises a
34 question as to the employee's capabilities to satisfactorily perform the
35 employee's job, or the safety of the employee or others, the Employer may
36 require a fitness for duty medical examination and certificate from the employee's
37 physician. If the Employer thereafter still questions the employee's condition, the
38 Employer may require a second fitness for duty medical examination and an
39 opinion paid for by the Employer by an Employer-selected physician.

40 In any situation involving the granting of a leave of absence under this Section or
41 the continuance of a leave of absence or the return to work from a leave of
42 absence where medical proof or substantiation or approval is required, the

1 Employer, in all cases, reserves the right to require a second medical
2 examination paid for by the Employer by an Employer-selected physician.

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

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

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

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

21 Section 6. Administrative Leave.

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

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

38 Section 7. Jury Leave and Pay. An employee who is summoned and reports
39 for jury duty shall be granted a jury leave of absence with pay for such period. An

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

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

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

21 Section 10. Bereavement Leave and Pay. Upon request, an employee will be
22 granted a leave of absence with pay for up to a maximum of three (3) scheduled
23 working duty days that the employee is otherwise scheduled to work following
24 and including the date of death of a member of the employee's immediate family
25 in order to attend the funeral and take care of other necessary arrangements.
26 Immediate family shall be defined as spouse, child, parent, parent of current
27 spouse, sister, sister-in-law, brother, brother-in-law, grandparent, grandparent of
28 current spouse or any relative living under the employee's roof. The maximum of
29 three (3) scheduled working duty days for which an employee may request and
30 receive pay provided in this Section must be scheduled working days of the
31 employee occurring within five (5) calendar days following date of death. With the
32 exception of instances where the services are scheduled after the five (5)
33 calendar day stipulation, the bereavement leave available may be used when
34 written documentation of the service date and schedule is provided to the
35 Director of Public Safety/Police Chief. An employee granted a leave of absence
36 under this Section shall receive pay in an amount equal to what the employee
37 would have earned by working the employee's scheduled straight time hours at
38 the employee's straight time regular rate of pay, exclusive of all premium pay, on
39 the scheduled working duty days for which paid leave is granted. Additional paid
40 leave for travel purposes may be granted with the approval of the City Manager,
41 which shall be charged against the sick leave record of the employee.

42 Section 11. Personal Leave. Each employee with two hundred seventy (270)
43 calendar days of continuous service prior to January 1 shall be credited with

1 thirty-six (36) personal leave hours, which may be used for personal business
2 during the succeeding twelve (12) months. Employees with less than two
3 hundred seventy (270) calendar days of service on January 1 will be credited
4 with twelve (12) hours personal leave for ninety (90) to one hundred eighty (180)
5 days service and eighteen (18) hours of personal leave for one hundred eighty
6 (180) to two hundred seventy (270) calendar days. Personal leave hours may be
7 denied only if the leave would reduce the shift below its minimum and there is no
8 employee available for overtime work. Employees are asked to notify the Police
9 Captain (or designated representative) of requested personal leave hours as far
10 in advance as possible but in no event less than twenty-four (24) hours in
11 advance. The minimum increments that may be taken by an eligible employee for
12 a paid personal day are as follows:

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

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

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

22 An employee may annually request at yearend, payment of up to a total
23 maximum of thirty (30) hours of unused accumulated personal hours (or
24 compensatory hours see Article 21, Section 7) provided the employee submits
25 the request to payroll no later than November 1st. The combination of paid time;
26 compensatory and personal hours may not exceed a maximum of thirty (30)
27 hours. Payment of personal hours shall be at the regular rate of the employee at
28 the time the employee receives payment and shall be paid on the first non-payroll
29 Friday in December. Pursuant to Article 29 Section 3. Health Care Savings
30 Program for payment options.

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

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

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

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

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

- 10 A. The birth of a child and to care for the newborn child within one
11 year of birth;
- 12 B. The placement with the employee of a child for adoption or foster
13 care and to care for the newly placed child within one year of
14 placement;
- 15 C. To care for the employee's spouse, child, or parent who has a
16 serious health condition;
- 17 D. A serious health condition that makes the employee unable to
18 perform the essential functions of his or her job;
- 19 E. Any qualifying exigency arising out of the fact that the employee's
20 spouse, son, daughter, or parent is a covered military member on
21 "covered active duty;" or
- 22 F. Twenty-six (26) workweeks of leave during a single 12-month
23 period to care for a covered service member with a serious injury or
24 illness if the eligible employee is the service member's spouse, son,
25 daughter, parent, or next of kin (military caregiver leave).

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

29 Section 14. Requests for Leave and Medical Certification.

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

1 B. A request for leave to care for the employee's spouse, son,
2 daughter, or parent who has a serious health condition, or a
3 request for leave due to the employee's own serious health
4 condition that makes the employee unable to perform the
5 employee's job, must be supported by a medical certification issued
6 by the health care provider of the employee or the employee's
7 family member. If the Employer has reason to doubt the validity of a
8 medical certification, it may require the employee to obtain a
9 second opinion at the Employer's expense from a health care
10 provider of the Employer's choice. If the opinions of the employee's
11 and the Employer's designated health care providers differ, the
12 Employer may require the employee, at the Employer's expense, to
13 obtain medical certification from a third health care provider
14 designated or approved jointly by the Employer and the employee.
15 The Employer shall have the right to require medical re-
16 certifications at reasonable intervals during the leave, at the
17 Employer's expense.

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

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

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

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

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

38 Section 17. Return from Leave. On return from leave, an employee shall be
39 returned to the same position the employee held when leave commenced, or to
40 an equivalent position with equivalent benefits, pay, and other terms and
41 conditions of employment, unless the employee is no longer qualified for the

1 position because of a physical or mental condition or the failure to maintain a
2 necessary license or certification. Employees whose leave was occasioned by a
3 serious health condition that made the employee unable to perform their job are
4 required to obtain and present medical certification from the health care provider
5 that they are fit for duty and able to return and perform their work. This medical
6 certification must be submitted to the Employer at the time the employee seeks
7 reinstatement at the end of the leave, and failure to provide a satisfactory
8 certification may, as determined by the Employer, result in denial of
9 reinstatement until the requirement is satisfied.

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

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

20 **ARTICLE 28**

21 **RULES AND REGULATIONS**

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

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

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

39 Section 3. The City of Mt. Pleasant may institute minimum physical fitness and
40 maintenance standards and related policies and procedures to achieve and test

1 compliance with such standards. Terms and conditions of such standards are
2 recognized to be the result of the collective bargaining process between the
3 Employer and the Union. The Policy containing such standards, will be referred
4 to as the Mt. Pleasant Public Safety (Police) Department Physical Fitness and
5 Maintenance Standards Policy, and shall be made a part of the Standard Policy
6 and Procedure Manual of the Mt. Pleasant Public Safety Department. Initial
7 standards will be instituted as soon as reasonably possible after January 1, 1993.

8 **ARTICLE 29**
9 **INSURANCE AND RETIREMENT**

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

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

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

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

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

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

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

	In-Network	Out-of-Network
Benefit Level	<ul style="list-style-type: none"> • 90/10% unless noted under the plan • \$20 Office visit 	<ul style="list-style-type: none"> • 70/30% of reasonable and customary (R&C) charges on most services
Annual Deductible	<ul style="list-style-type: none"> • \$150 Individual • \$300 Family 	<ul style="list-style-type: none"> • \$400 Individual • \$700 Family <p><i>In-network services apply toward satisfying the out-of-network deductible</i></p>
Out-of-Pocket Maximums (Does not include the deductible or office visit fees)	<ul style="list-style-type: none"> • \$600 Individual • \$1,200 Family 	<ul style="list-style-type: none"> • \$2,500 Individual • \$5,000 Family
Employee Premium Co-Share (pre-tax) Prorated over 24 pays in the year	<ul style="list-style-type: none"> • \$700 Individual • \$1,500 Family 	
Prescription Co-Payment (Traditional Plan)	<ul style="list-style-type: none"> • 20% of the cost with a minimum of \$15, not to exceed \$40 per prescription, regardless if generic or brand name • \$50 co-pay on drugs costing \$500 or more • Mail order – 2 x retail co-pay for a 90-day supply • Over the counter incentive – Employees will be 	

	<p>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</p> <ul style="list-style-type: none"> • Out-of-Pocket Maximum: <ul style="list-style-type: none"> ○ \$3,000 annually for single coverage ○ \$9,000 annually for family coverage
Chiropractic	<ul style="list-style-type: none"> • The plan will provide up to 37 visits per person on an annual basis.

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

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

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

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

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

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

1 balances shall be contributed to the employee's Health Care
2 Savings Account.

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

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

16 Section 6. Retiree Health Care Plan.

17 A. Benefits. All members of the bargaining unit hired prior to January
18 1, 2010, who retire on or after the execution of this contract, will be
19 eligible for retiree health care benefits subject to the following
20 provisions:
21

22 1. Retirees who qualify for and are in receipt of retirement
23 benefits from the City of Mt. Pleasant Police and Fire
24 Retirement System (Act 345) shall be entitled to continued
25 coverage in the hospital, medical and surgical group plan
26 (under the same benefit levels, cost sharing and other terms
27 and conditions as established, from time to time, for active
28 employees under the plan). The City of Mt. Pleasant Police
29 Retiree Health Care Fund shall pay the cost of the remaining
30 monthly premiums for employees. The Employer reserves
31 the right to enter into substantially equivalent policies or
32 programs with commercial insurance carriers, health
33 maintenance organizations, preferred provider organizations
34 or any other qualified entity currently existing or created for
35 the purpose of providing benefits under the City of Mt.
36 Pleasant Police Retiree Health Care Plan (the "Plan").
37

38 2. Health Insurance Participation Options:
39

- 40 i) Enroll immediately upon retirement, or
41 ii) One-time deferment to a date/event certain, and
42 iii) If participation ceases, retiree is ineligible to
43 participate in the future.

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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 under the retiree’s plan when the retiree was alive OR as long as sign up at date/event certain, which was decided upon if the retiree did the one-time deferment of the health decision. NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.
Become spouse of retiree after Employee’s retirement	Not eligible for coverage.
Children of Employee at retirement	Eligible for insurance benefits until the age indicated in the plan document.

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

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

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

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

1 such amounts shall be deposited directly into the Fund (rather
2 than the Retirement System trust fund).

3
4 Section 7. Liability. The Employer will continue in force an insurance policy
5 protecting employees against damages for false arrest which provides not less
6 than the coverage presently in force (\$250,000 each person - \$500,000 general
7 aggregate).

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

10 A. Employee's hired prior to January 1, 2019 shall contribute 4% of their
11 gross wages to the City's Act 345 Pension Fund. Effective January 1,
12 2020, employees hired prior to January 1, 2019, will contribute 5% of
13 their gross wages to the City's Act 345 Pension plan. Eligibility for
14 retirement is a minimum of age 50 and a minimum of 25 years of
15 service or age 60 with a minimum of 10 years of service. The plan
16 provides for a 3-year FAC (best 3 of final 5 years) and a 10-year
17 vesting period. The monthly pension benefit for police retirees shall be
18 calculated at 2.75% for the first 25 years of service or age 50,
19 whichever occurs last and 1% for each year thereafter. The maximum
20 allowable benefit shall not exceed 75% of the final average
21 compensation.

22 B. Employee's hired after January 1, 2019, will contribute to the City's Act
23 345 Pension Plan at a rate of 4% of their gross wages, if and when the
24 City's Police and Fire Pension Fund maintains at least an 86% or
25 greater funding position. If the funding position falls below 86%,
26 employee's hired after January 1, 2019, will contribute 5% of their
27 gross wages to the Act 345 Pension. Eligibility for retirement is a
28 minimum of age 50 and a minimum of 25 years of service or age 60
29 with a minimum of 10 years of service. The plan provides for a 3-year
30 FAC (best 3 of final 5 years) and a 10-year vesting period. The monthly
31 pension benefit for police retirees hired after January 1, 2019, shall be
32 calculated at 2.5% for all years of service. The maximum allowable
33 benefit shall not exceed 75% of the final average compensation.

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

40 If a duty death occurs while employed by the City, the employee's spouse will be
41 paid a survivor pension when worker's compensation benefits cease for the

1 remainder of the spouse's life. The amount is equal to the worker's compensation
2 benefit paid when worker's compensation benefits stop.

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

9 Section 11. Deferred Compensation.

10 A. All full-time employees hired after January 1, 2010, but prior to January 1,
11 2019, shall be eligible for a one-to-one contribution match up to two (2%)
12 percent of base salary to be paid by the City toward a City offered
13 deferred compensation program.

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

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

27 **ARTICLE 30**
28 **UNIFORMS**

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

33 **ARTICLE 31**
34 **GENERAL**

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

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

7 Section 3. Residency. All Employees shall reside and maintain their principal
8 domicile within the limit of 30 miles from the nearest City limits of the City of Mt.
9 Pleasant.

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

16 **ARTICLE 32**
17 **CLASSIFICATION**

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

25 **ARTICLE 33**
26 **COMPENSATION**

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

30
31 Changes in pay rates shall be made commencing with the pay period nearest the
32 employee's anniversary date.
33

<u>Year</u>	<u>Classification</u>	<u>Hourly Rate</u>			
		<u>Start</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
2022	Police Officer	\$26.17	\$28.75	\$31.09	\$33.39
2023	Police Officer	\$26.96	\$29.61	\$32.02	\$34.39

2024	Police Officer	\$27.90	\$30.65	\$33.14	\$35.60
------	----------------	---------	---------	---------	---------

1

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

5

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

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

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

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

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

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

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**ARTICLE 34
SAVING CLAUSE**

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

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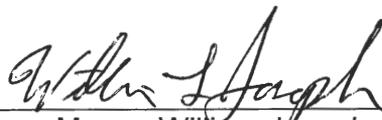
**ARTICLE 35
TERMINATION**

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

21

CITY OF MOUNT PLEASANT

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

By 
Mayor, William Joseph

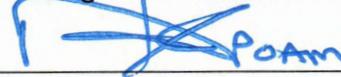
By 
Justin Nau,
Negotiating Committee Member

By 
City Clerk, Heather Bouck

By 
Kurt Solmonson,
Negotiating Committee Member

Dated August 23, 2021

By 
Josh Theisen,
Negotiating Committee Member

By 
POAM Business Agent

22

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

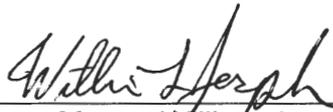
3

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

9

CITY OF MOUNT PLEASANT

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

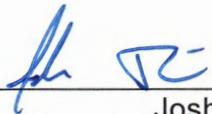
By 
Mayor, William Joseph

By 
Justin Nau,
Negotiating Committee Member

By 
City Clerk, Heather Bouck

By  2077
Kurt Solmonson,
Negotiating Committee Member

Dated August 23, 2021

By 
Josh Theisen,
Negotiating Committee Member

By  POAM
POAM Business Agent

10

LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Thirteenth Check Provision

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

In accordance with this agreement any police retiree, retiring on or after January 1, 1993, and prior to January 1, 2002, shall be eligible to collect a thirteenth or one additional pension benefit payment payable on an annual basis. Payments shall be processed by the City with the May pension payment on an annual basis, in accordance with the funding level as indicated in the actuarial report for the year immediately preceding and shall be pro-rated according to the number of months retired in the calendar year.

Such benefits will be computed on the following formula:

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

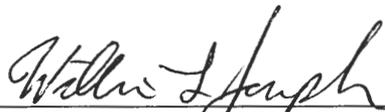
DIVIDED by total number of eligible police retirees

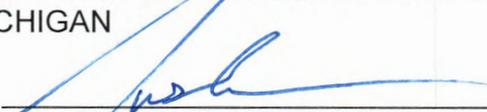
EQUALS payment to each eligible police retiree

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

CITY OF MOUNT PLEASANT

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

By 
Mayor, William Joseph

By 
Justin Nau,
Negotiating Committee Member

By 
City Clerk, Heather Bouck

By  2077
Kurt Solmonson,
Negotiating Committee Member

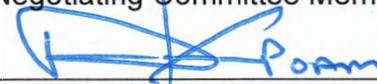
Dated August 23, 2021

By



Josh Theisen
Negotiating Committee Member

By



POAM Business Agent

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LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT

AND

MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Park Police

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

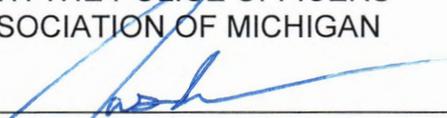
1. Park Police are to be utilized only in City Parks. In the event Park Police are in transit between parks and observe a crime in progress, they may take police action.
2. The Park Police are NOT to provide regular patrol duties, other than in City parks, nor are Park Police intended to respond to calls for service outside the parks.
3. Park Police are not to "replace" full-time police officers.

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

CITY OF MOUNT PLEASANT

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

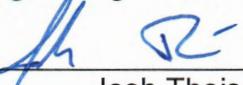
By 
Mayor, William Joseph

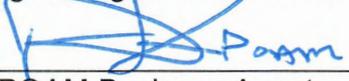
By 
Justin Nau,
Negotiating Committee Member

By 
City Clerk, Heather Bouck

By  2077
Kurt Solmonson,
Negotiating Committee Member

Dated August 23, 2021

By 
Josh Theisen,
Negotiating Committee Member

By 
POAM Business Agent

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LETTER OF AGREEMENT

CITY OF MT. PLEASANT

-AND-

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

This Agreement entered into on the date set forth below, between the City of Mt. Pleasant (“City”) and Mount Pleasant Patrol Officers Association Affiliated with the Police Officers Association of Michigan (“POAM”).

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 POAM holiday calendar, resulting in an addition of 12 hours of holiday leave for each POAM 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, POAM 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 2022.

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

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

This letter of agreement will be fully incorporated into the POAM 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:



Kurt Solmonson
POAM President

Date: 6/2/2022

FOR THE CITY:



Susanne Gandy
Director of Human Resources

Date: June 1, 2022