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AGREEMENT

between

CITY OF MOUNT PLEASANT

and

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

Effective: January 1, 2022 – December 31, 2024

TABLE OF CONTENTS

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

1	ARTICLE 31 GENERAL	46
2	ARTICLE 32 CLASSIFICATION.....	46
3	ARTICLE 33 COMPENSATION	47
4	ARTICLE 34 SAVINGS CLAUSE	48
5	ARTICLE 35 TERMINATION.....	48
6	LETTER OF AGREEMENT	50
7	LETTER OF AGREEMENT	52
8	INDEX	54
9		
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AGREEMENT

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

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

PURPOSE AND INTENT

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

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

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

ARTICLE 1 RECOGNITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 7
REPRESENTATION

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

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

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

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ARTICLE 8
DISCIPLINARY ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 Section 8.

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

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

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

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

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

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ARTICLE 10 STEWARDS

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

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

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ARTICLE 11 SPECIAL CONFERENCES

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

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ARTICLE 12 RIGHTS OF EMPLOYER

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

1 **ARTICLE 13**
2 **ASSOCIATION RESPONSIBILITIES**

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

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

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

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

19 **ARTICLE 14**
20 **SENIORITY**

21 Section 1. Acquiring Seniority.

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

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

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

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

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

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

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

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

24 Section 2. Seniority Lists.

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

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

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

33 A. The employee quits or retires.

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

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

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

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

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

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

14 **ARTICLE 15**
15 **LAYOFF AND RECALL**

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

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

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

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

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

5 Section 2. Recall Procedure.

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

10 B. If an employee is laid off, and on or prior to the employee's last day of
11 employment, the Employer has posted, distributed and/or otherwise given
12 notice of the date of resumption of work, the employee shall report back to
13 work as provided in such notice.

14 C. When recalling an employee from layoff, the Employer shall notify the
15 employee by certified letter. An employee is responsible for keeping the
16 Employer informed of the employee's proper address. The Employer's
17 obligation is satisfied if the last known address given by the employee is
18 used.

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

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

24 A. If an employee is transferred from one bargaining unit recognized by the
25 Employer to the COAM bargaining unit under this Agreement, the
26 employee's length of service with the Employer shall be recognized for the
27 purpose of benefits provided for this Agreement, except for pay, longevity,
28 promotion, layoff and any other benefits or terms for which the employee
29 may by State or Federal law be ineligible. Effective on the date of the
30 transfer, the employee shall enter into the probationary period set forth
31 under this Agreement and shall acquire seniority in the Police Department
32 bargaining unit as provided for other employees under the provisions of
33 this Agreement.

34 B. If an employee is transferred to a position under the Employer not
35 included in the Unit and is thereafter transferred again to a position within
36 the Unit within one (1) year; the employee shall have accumulated
37 seniority while working in the position to which the employee was
38 transferred. Employees re-transferred under the above circumstances

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

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

6 **ARTICLE 17**
7 **JOB POSTING AND BIDDING PROCEDURES**

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

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

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

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

Assessment Center	40%
Oral Board	40%
Seniority	20%

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

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

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

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

23

24

ARTICLE 18 TRAINING

25

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

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

1 Section 2. If mandatory training occurs on an employee's regularly scheduled day
2 off, the employee will be reimbursed for time spent in training at the time and one-half
3 (1 1/2) rate regardless of what day off the training is on (refer to Article 21, Overtime).
4 An employee functioning as the training instructor, as assigned by the Captain, is
5 eligible for double time in accordance with Article 21.

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

16 Section 3. Education Benefit

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

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

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

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

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

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

22 **ARTICLE 19**
23 **WORKING HOURS**

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

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

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

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

6 **ARTICLE 20**
7 **STARTING AND REPORTING TIME**

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

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

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

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

24 **ARTICLE 21**
25 **OVERTIME**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 **ARTICLE 22** 21 **EQUALIZATION OF HOURS**

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

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

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

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

4 **ARTICLE 23**
5 **CALL PAY**

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

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

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

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

16 **ARTICLE 24**
17 **HOLIDAYS**

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

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

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

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

1 1. Holiday Payment for Probationary Employees. During the
2 probationary period, including any extension, employees shall
3 receive the holiday pay benefit as outlined in the holiday article of
4 this Agreement. It is provided, however, that in the event an
5 employee's employment with the Employer ceases prior to
6 completion of the probationary period or any period of extension,
7 then any holiday payment received by the employee shall be paid
8 back to the Employer by way of deduction from the employee's pay
9 check and/or by way of direct payment from the employee, as
10 determined by the Employer.

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

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

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

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

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

29 D. For purposes only of calculating year-end payment to employees for
30 unused holiday time, the yearend payment for holidays shall not exceed
31 maximum payment of seventy-six (76) hours. Such payment shall be paid
32 in accordance with this Section of the Agreement and shall occur on the
33 first non-payroll Friday in December. Refer to Article 29 Section 3. Health
34 Care Savings Program for payment options.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 26
SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 **ARTICLE 27**
34 **OTHER LEAVES OF ABSENCE**

35 Section 1.

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

- 1 B. An employee accepting employment or being self-employed while on any
2 leave receiving paid sick leave and/or worker's compensation benefits
3 may be discharged, unless the employee has a history of performing such
4 work prior to the leave, the number of hours performing the with work is
5 not increased, and the nature of the work will not negatively impact the
6 employee's ability to return to work in a timely manner.

- 7 C. An employee giving false information to obtain a leave of absence may be
8 discharged.

- 9 D. An employee on a leave of absence shall be subject to layoff in
10 accordance with the provisions of this Agreement and shall be notified by
11 the Employer by certified mail addressed to the last known address of the
12 employee.

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

- 16 F. An employee on leave of absence may make arrangements for payment
17 of all insurance benefits.

18 Section 2. Personal Reasons.

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

- 27 B. An employee shall be required to state the exact reasons for such leaves
28 in their request.

29 Section 3.

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

 - 37 2. The employee is physically able to perform a job.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Section 6. Administrative Leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 Section 14. Requests for Leave and Medical Certification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	In-Network	Out-of-Network
<u>Benefit Level</u>	<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
<u>Annual Deductible</u>	<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>
<u>Out-of-Pocket Maximums</u> (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

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

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

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

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

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

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

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

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

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

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

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26 Section 6. Retiree Health Care Plan.

27 A. Benefits. All members of the bargaining unit hired prior to January 1,
28 2010, who retire on or after the execution of this contract, will be eligible
29 for retiree health care benefits subject to the following provisions:

30

31 1. Retirees who qualify for and are in receipt of retirement benefits
32 from the City of Mt. Pleasant Police and Fire Retirement System
33 (Act 345) shall be entitled to continued coverage in the hospital,
34 medical and surgical group plan (under the same benefit levels,
35 cost sharing and other terms and conditions as established, from
36 time to time, for active employees under the plan). The City of Mt.
37 Pleasant Police Retiree Health Care Fund shall pay the cost of the
38 remaining monthly premiums. Any premium co-share paid by active
39 employees will also be paid by retirees on a monthly basis. The
40 Employer reserves the right to enter into substantially equivalent

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policies or programs with commercial insurance carriers, health maintenance organizations, preferred provider organizations or any other qualified entity currently existing or created for the purpose of providing benefits under the City of Mt. Pleasant Police Retiree Health Care Plan (the “Plan”).

2. Health Insurance Participation Options:

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

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

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

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

Relationship to Retiree	Length of Eligibility for Coverage
Retired Employee (self)	Eligible for insurance benefits until death as long as: 1) Continuous coverage at retirement, OR take one-time insurance deferment option to a date/event certain and sign up at date/event certain; 2) Pay premiums on time; and 3) Sign up for Medicare A & B when eligible.
Spouse of Employee at retirement – still married	Eligible for insurance benefits until death as long as a dependent under retiree’s plan.
Spouse of Employee at retirement – divorced	Spouse is no longer eligible after COBRA-defined length of time.
Spouse of Employee at retirement – widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent

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

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

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

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

1 under applicable law, to the Fund on a pre-tax (“employer pick-up”)
2 basis.
3 2. The retiree health care benefits provided under the Plan shall be
4 considered a retirement benefit as defined in Public Act 345 of
5 1937, as amended. The benefits under the Plan will continue to be
6 administered by the Employer and will be considered an adjunct
7 retirement benefit for state and local laws, including funding and
8 millage purposes, but will not be a formal part of the Retirement
9 System trust fund provisions. The Employer shall appropriate from
10 the Act 345 Retirement System levy an amount sufficient to
11 maintain the Fund as provided herein and such amounts shall be
12 deposited directly into the Fund (rather than the Retirement System
13 trust fund).

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

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

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

29 B. Employees hired after January 1, 2019, will contribute to the City’s Act 345
30 Pension Plan at a rate of 4% of their gross wages, if and when the Police and
31 Fire Pension Fund maintains at least an 86% or greater funding position. If the
32 funding position falls below 86%, employee’s hired after January 1, 2019, will
33 contribute 5% of their gross wages to the Act 345 Pension. Eligibility for
34 retirement is a minimum of age 50 and a minimum of 25 years of service or age
35 60 with a minimum of 10 years of service. The plan provides for a 3-year FAC
36 (best 3 of final 5 years) and a 10-year vesting period. The monthly pension
37 benefit for police retirees hired after January 1, 2019, shall be calculated at 2.5%
38 for all years of service. The maximum allowable benefit shall not exceed 75% of
39 the final average compensation.

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

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

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

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

13 Section 11. Deferred Compensation.

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

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

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

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

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

1 **ARTICLE 31**
2 **GENERAL**

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

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

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

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

20 **ARTICLE 32**
21 **CLASSIFICATION**

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

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

31
32 A. Appointment. Appointment to any special assignment shall be the sole
33 prerogative of the Director of Public Safety/Police Chief or his/her
34 designee and may be made from volunteers or assigned to any member
35 of the unit. Any and all Sergeants shall be eligible to volunteer for
36 appointment to any specialty assignment upon an Employer-declared
37 vacancy and the Employer shall seek volunteers from within the unit prior
38 to any other recruitment or appointment action.
39

1 The Employer may establish standards and requirements for appointment
2 eligibility for any or each assignment dependent upon the knowledge,
3 skills and abilities required for a particular assignment.
4

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

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

11 D. Compensation. See Article 33 Section 3.
12
13

14 **ARTICLE 33**
15 **COMPENSATION**

16 Section 1. Salaries. Effective the first (1st) pay date beginning on or after January
17 1st, employees shall be paid on the basis of the following pay plans for each year of the
18 contract.

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

19
20 Normal tour of duty within a normal work period consists of 84 hours.

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

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

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

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

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**ARTICLE 34
SAVINGS CLAUSE**

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

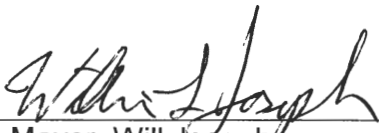
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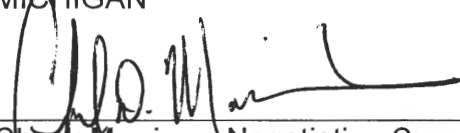
**ARTICLE 35
TERMINATION**

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

CITY OF MOUNT PLEASANT

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

By: 
Mayor, Will Joseph

By: 
Chuck Morrison, Negotiating Committee
Member

By: 
City Clerk, Heather Bouck

By: 
Brandon Bliss, Negotiating Committee
Member

City of Mt. Pleasant - COAM Agreement

Dated: August 23, 2021

By:


COAM Business Agent

1

LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT SERGEANTS ASSOCIATION

SUBJECT: Thirteenth Check Provision

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

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

Such benefits will be computed on the following formula:

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

DIVIDED by total number of eligible police retirees

EQUALS payment to each eligible police retiree

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

CITY OF MOUNT PLEASANT

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

By: William Joseph
Mayor, William Joseph

By: Chuck Morrison
Chuck Morrison, Negotiating Committee
Member

By: Heather Bouck
City Clerk, Heather Bouck

By: Brandon Bliss
Brandon Bliss, Negotiating Committee
Member

City of Mt. Pleasant - COAM Agreement

Dated: August 23, 2021

By: 
COAM Business Agent

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LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT SERGEANTS ASSOCIATION

SUBJECT: Voluntary Police Reserve

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

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

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

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

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

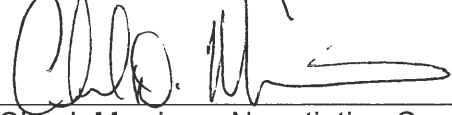
It is agreed that if a conflict should occur between the provisions of the current Collective Bargaining Agreement between the City and the Mt. Pleasant Sergeants

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

CITY OF MOUNT PLEASANT

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

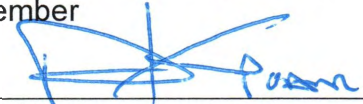
By: 
Mayor, William Joseph

By: 
Chuck Morrison, Negotiating Committee
Member

By: 
City Clerk, Heather Bouck

By: 
Brandon Bliss, Negotiating Committee
Member

Dated: August 23, 2021

By: 
COAM Business Agent

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INDEX

1
2
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4
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6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
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28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

Acquiring Seniority.....	12, 28
Administrative Leave Of Absence	33
Aid To Other Unions.....	6
Association Dues.....	6
Association Responsibilities	12
Bereavement Leave And Pay.....	33
Bidding Procedures	16
Bulletin Boards	46
Call Pay	23
Classification	46
Command Officers Association Of Michigan (COAM).....	1, 4
Compensation	47
Court Days.....	35
Disciplinary Action	7
Disputes Concerning Membership	6
Educational Leave Of Absence	31
Employees Covered	4
Equalization of Hours	22
Family And Medical Leave	35, 37
Funeral Leave Of Absence.....	33
General.....	46
Grievance Procedure.....	8
Health Care Savings Program (HCSP).....	41
Holidays.....	9, 23, 24
Illness, Injury, Medical Leave Of Absence.....	31
Insurance.....	38
Job Posting.....	16
Jury Leave And Pay	33
Layoff And Recall	14
Liability Insurance.....	44
Life Insurance.....	38
Membership.....	6
Other Leaves Of Absence	29
Overtime	20, 21, 23
Personal Leave	34
Personal Leave Of Absence.....	30
Political Leave Of Absence.....	33
Premium Pay for Overtime Work.....	20
Probationary Employees	24
Purpose And Intent.....	4
Representation	7
Residency.....	46
Retirees	41
Retirement.....	44

1	Rights Of Employer	11
2	Rules And Regulations	37
3	Safety	4, 8, 27, 38, 46
4	Salaries	47
5	Savings Clause.....	48
6	Seniority	12, 13, 15, 16, 17, 28, 31
7	Shift Differential Premium.....	48
8	Special Conferences	11
9	Starting And Reporting Time	20
10	Stewards	11, 12
11	Termination	48
12	Training	17, 18
13	Transfers	15
14	Uniforms	46
15	Vacation	25, 26
16	Wages	13, 31
17	Withdrawal Of Cases.....	10
18	Working Hours.....	19
19		