AGREEMENT

between

CITY OF MOUNT PLEASANT

and

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

Effective: January 1, 2016 – December 31, 2018

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AGREEMENT

THIS AGREEMENT, entered into on this 1st day of January 2016, 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 - EMPLOYEES COVERED

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

Section 1. All full-time Police Sergeants of the City of Mt. Pleasant excluding classifications of Police Officer and Detective, 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

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

ARTICLE 2
ASSOCIATION

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

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

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

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

ARTICLE 3
AID TO OTHER UNIONS

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

ARTICLE 4
ASSOCIATION DUES

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

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

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

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

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

ARTICLE 5
DISPUTES CONCERNING MEMBERSHIP

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

ARTICLE 6
REPRESENTATION

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

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

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

ARTICLE 7
DISCIPLINARY ACTION

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

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

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

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

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. In case any employee may have a grievance arising out of the course of the employee's employment, the matter shall first be taken up with the Police Captain by the aggrieved employee and/or the employee's Steward within fourteen (14)

calendar days after the grievance allegedly occurred. An oral answer by the Police Captain must be given within four (4) calendar days, excluding Saturday, Sunday and holidays recognized under this Agreement.

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

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

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

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

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

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

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

Section 6. If a grievance remains unresolved as a result of the written response from the City Manager/Designee and if the grievance is within the scope of an arbitrator, the Association may request arbitration of any unresolved grievance which is arbitrable by giving written notice to the Employer's City Manager or the City Manager's designated

representative of the Association's intent to arbitrate within fifteen (15) calendar days following receipt of the Employer's written answer. If no written notice of intent to arbitrate is given to the Employer's City Manager, the grievance shall be considered settled and, as such, the grievance may not be subsequently reinstated. Steps of the arbitration procedure shall be as follows:

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

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

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

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

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

Section 7.

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

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

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

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

Section 9. Withdrawal of Cases. Any grievance may be withdrawn at any time.

ARTICLE 9
STEWARDS

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

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

ARTICLE 10
SPECIAL CONFERENCES

Special conferences for any matters including proposed grievances may be arranged between the Association President and the City Manager upon the request of either party. Agendas for special conferences shall be informally arranged and other matters to be considered at such a meeting shall be by agreement of both parties. The number

of persons needed at the conference shall be by agreement between the parties and a special conference may be called at any time before, after or during the regularly scheduled working hours of the parties involved. Neither the representative of the Employer nor the representatives of the Association shall lose time or pay spent in such special conferences if the conferences are held during the working hours of a particular participant in the conference.

ARTICLE 11
RIGHTS OF EMPLOYER

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

ARTICLE 12
ASSOCIATION RESPONSIBILITIES

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

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

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

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

ARTICLE 13
SENIORITY

Section 1. Acquiring Seniority.

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

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

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

D. New permanent employees hired or promoted into the Unit shall be considered as probationary employees for the first one hundred eighty (180) days of their employment. When an employee hired or promoted into the Unit satisfactorily finishes the probationary period, the employee shall be entered on the seniority list of the Unit and shall rank for seniority from the date on which the employee was hired. There shall be no seniority among probationary employees hired into the Unit. The Employer may extend the probationary period of employees hired or promoted into the Unit in situations where, in the opinion of the Employer, an employee's performance has not been fully satisfactory; provided, however, that any extension shall not exceed an additional six (6) months and the Employer agrees to advise the employee regarding the reasons for the extension. During the initial probationary period and any period of extension, employees shall be allowed to accumulate and use paid sick days in accordance with paid sick day provisions set forth in this Agreement. It is provided, however, that in the event a hired employee's employment with the Employer ceases prior to completion of the probationary period or any period of extension, then any paid sick days used by the employee shall be paid back to the Employer by way of deduction from the employee's pay check and/or by way of direct payment from the employee, as determined by the Employer.

E. An employee on authorized <u>paid</u> leave will continue to accrue seniority. Authorized paid leave will include any approved paid leave time, including Worker's Compensation benefits.

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

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

<u>Section 2</u>. <u>Seniority Lists</u>.

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

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

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

A. The employee quits or retires.

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

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

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

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

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

ARTICLE 14
LAYOFF AND RECALL

Section 1. Employees covered by this contract who face layoff may in lieu of layoff bump an employee within the bargaining unit, provided the employee is bumping someone of equal or lesser pay, have more classification seniority than the employee being bumped, and have the competence and ability to perform the duties of the position being bumped. If the employee facing layoff is unable to bump another member of the bargaining unit, they may replace an employee covered by the Patrol Officers contract with lesser departmental seniority, provided that the employee

demonstrates competence and ability to perform the duties of the position being bumped, and the employee has previously held that position, and they have more departmental seniority. The employee will be compensated at the next lower rate of pay below their current hourly rate. An employee who is laid off may make arrangements for personal payment of insurance premiums providing continuation of these fringe benefits for the COBRA defined period of eighteen (18) months.

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

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

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

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

Section 2. Recall Procedure.

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

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

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

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

ARTICLE 15
TRANSFERS

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

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

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

ARTICLE 16
JOB POSTING AND BIDDING PROCEDURES

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

ARTICLE 17
TRAINING

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

The Employer shall continue training programs to improve job skills, general knowledge, and job safety; and to assist employees in their effort to qualify themselves for

promotion to advanced positions. Training shall be conducted by professionals in a particular field of instruction and by competent personnel within the Department.

Section 2. If mandatory training occurs on an employee's regularly scheduled day off, the employee will be reimbursed for time spent in training at the time and one-half (1 1/2) rate regardless of what day off the training is on (refer to Article 20, Overtime). An employee functioning as the training instructor, as assigned by the Captain, is eligible for double time in accordance with Article 20.

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

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

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

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

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

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

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

E. In the event the employee is receiving the cost of tuition from another source, the employee shall be reimbursed for textbooks and/or required class materials, provided, such costs are not subject to payment by another source. Payment shall not exceed 85% of the cost of tuition and fees, or 100% of the cost of tuition, whichever is greater, and shall be in accordance with A, B and C above.

F. Upon receiving the written grade report, the employee has two (2) weeks in which to submit it to Human Resources.

G. If the conditions of Paragraph D of this Section are not met, or the employee terminates during the course, or the grade report is not submitted, then payroll deduction for the check issued will commence.

ARTICLE 18
WORKING HOURS

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

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

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

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

ARTICLE 19
STARTING AND REPORTING TIME

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

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

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

ARTICLE 20
OVERTIME

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

Section 2. Premium Pay for Overtime Work. Time and one-half (1 1/2) the employee's straight time regular rate of pay shall be paid for all hours actually worked over the normal duty shift in one duty day. Refer to Article 17 Section 2.

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

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

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

Section 4. The second day of an employee's regularly scheduled pass period and the second and third day of the employee's long weekend shall be considered as the employee's Sunday for purposes of computing overtime premium pay and the employee shall be paid two (2) times the regular hourly rates for work actually

performed on those days. For purposes of this Section the term "pass day" is defined as an employee's regularly scheduled off day.

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

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

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

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

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

There shall be a maximum of one hundred (100) hours accumulation of compensatory hours allowed each employee. If the accumulated balance exceeds the maximum, the excess hours will be paid. An employee may request each year, payment of up to thirty (30) hours of unused accumulated compensatory hours provided the employee submits the request to the Employer no later than November 1st. Payment of compensatory hours shall be at the regular rate of the employee at the time that the employee receives payment for compensatory hours and shall be paid on the first non-payroll

Friday in December. Refer to Article 28 Section 3. Health Care Savings Program for payment options.

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

Upon separation of any employee from the service of the Employer other than by Leave of Absence, the employee shall be paid for the unused portion of the employee's accumulated compensatory time. Refer to Article 28 Section 3. Health Care Savings Program for payment options.

ARTICLE 21
EQUALIZATION OF HOURS

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

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

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

ARTICLE 22
CALL PAY

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

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

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

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

ARTICLE 23
HOLIDAYS

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

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

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

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

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

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

The minimum time periods that may be taken by an eligible employee for holiday 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.

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

D. For purposes only of calculating year-end payment to employees for unused holiday time, the year end payment for holidays shall not exceed maximum payment of seventy six (76) hours. Such payment shall be paid in accordance with this Section of the Agreement and shall occur on the first non-payroll Friday in December. Refer to Article 28 Section 3. Health Care Savings Program for payment options.

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

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

G. Upon voluntary separation of any employee from the service of the Employer other than by Leave of Absence, the employee shall be paid at the time of separation for the unused portion of the employee's eligible holiday, provided the employee shall have given two (2) weeks prior written notice of the separation. Refer to Article 28 Section 3. Health Care Savings Program for payment options.

Section 4. When one of the above holidays falls on a Saturday, eligible employees may receive holiday pay, or part of the employees may be given the Friday off preceding the holiday and part of the employees be given Monday off following the

holiday. When one of the above holidays falls on Sunday and the day following is observed by the State or the Federal Government as a holiday, eligible employees shall receive holiday pay for the day so observed. It is provided, however, that for employees working on shift schedules, recognized holidays, which occur on Saturday or Sunday, will be considered and observed on those calendar days for such employees.

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

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

Section 6. Sergeant Assigned to the Detective Bureau. The Sergeant assigned to the Detective Bureau will take all holidays off and be compensated at the straight time rate of pay. When a holiday falls on a Saturday or Sunday, the Sergeant will take the Employer-designated holiday off and be compensated at the straight time of pay. The Sergeant is not eligible for the year-end payment for unused holiday time.

ARTICLE 24
VACATIONS

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

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

Years of Employment	Vacation Hours Earned By Tour of Duty	Annual Hours Earned
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

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

The minimum time periods that may be taken by an eligible employee for vacation 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. Vacation pay shall be computed at the employee's straight time hourly rate, exclusive of shift or other premiums, received by the employee prior to the time the vacation is taken.

Section 3. Upon voluntary separation of any employee from the service of the Employer other than by Leave of Absence, the employee shall be paid at the time of separation for the unused portion of the employee's accumulated vacation, provided the employee shall have given two (2) weeks prior written notice of the separation. Refer to Article 28 Section 3. Health Care Savings Program for payment options.

ARTICLE 25
SICK LEAVE

Section 1. An employee is required to notify the duty shift supervisor as soon as the employee knows that absence from work will be necessary. Except in emergency circumstances beyond the control of an employee, an employee must, at a minimum, notify the duty shift supervisor of absence from work at least one (1) hour in advance of the employee's regularly scheduled starting time. Failure to so notify prior to the minimum one (1) hour provided in this Section shall mean that an employee is not entitled to paid sick days except in emergency circumstances beyond the control of the employee. An employee who does notify in accordance with the requirements of this Section shall be entitled to sick leave and the use of paid sick days, provided the

employee is otherwise eligible under the provisions of this Agreement. It is expressly understood and agreed that the minimum notification requirement set forth in this Section shall not eliminate the general rule that an employee is required to notify as soon as the employee knows that absence from work will be necessary. Unless other arrangements are made with the Police Captain (or designated representative), the notification required in this Section shall be given prior to the beginning of each scheduled shift.

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

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

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

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

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

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

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

Section 3. There will be a maximum accrual of paid sick leave hours that a full-time employee may accumulate. Employees shall have a maximum accumulation of nine hundred sixty (960) hours. At calendar year end or at retirement the value of a specified portion of the sick leave hours in excess of maximum accruals shall be contributed to the employee's Health Care Savings Program (HCSP) in January of the following year as follows:

Number of Excess Hours	Value of Excess Hours Contributed to HCSP
96	48
72-95	24
48-71	12
47-0	0

A. Employees with a sick leave bank in excess of the accumulation maximum of nine hundred sixty (960) hours on December 31, 2012, will receive one-half (1/2) of the excess hours as a deposit into their Health Care Savings Program (HCSP) in January 2013. The hours will be calculated at the rate of pay as of December 31, 2012.

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

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

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

Section 6. If the Employer has cause to suspect that there is an abuse of the paid sick days policy, or if there is a pattern of absences, or if there is a pattern of using paid sick days by one day absences, or if there is a pattern of absences which result in extended weekend periods or extended holiday periods or extended scheduled time off, the Employer reserves the right to require proof of sickness or accident or any

continuance thereof through a physician's certificate or other substantiation acceptable to the Employer as a condition for receiving any paid sick days and if such proof or substantiation is not provided, the Employer may upon prior notice to the employee, deduct any amounts that may have been paid for those sick days from the employee's pay. Any abuse of the paid sick days policy shall be subject to disciplinary action up to and including discharge.

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

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

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

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

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

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

ARTICLE 26
OTHER LEAVES OF ABSENCE

Section 1.

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

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

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

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

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

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

Section 2. Personal Reasons.

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

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

Section 3.

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

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

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

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

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

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

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

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

B. For medical leave of absence due to injury on the job and which is covered by workers' compensation benefits, an employee may be on leave under this Section for a period of not more than two (2) years after which time the employment relationship shall terminate. During this type of leave of absence, the employee will continue to have hospitalization

insurance and term life insurance premiums paid by the Employer for a maximum period of two (2) years or for the number of full months of seniority with the Employer acquired by the employee at the time of the injury, whichever is the lesser.

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

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

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

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

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

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

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

Section 6. Administrative Leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Requests for Leave and Medical Certification.

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

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

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

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

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

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

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

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

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

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

ARTICLE 27
RULES AND REGULATIONS

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

Section 2. The Employer reserves the right, through the negotiations with the bargaining unit, which occurred in conjunction with settlement of the 1992-1995 contract, to institute a drug and alcohol testing policy and the operating procedures to enact such policy to ensure the safety of its employees and the citizens of the City of Mt. Pleasant. The policy, hereafter referred to as the Mt. Pleasant Public Safety

(Police) Department Drug and Alcohol Testing Policy shall be made a part of the standard Policy and Procedures Manual for the Mt. Pleasant Public Safety (Police) Department.

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

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

ARTICLE 28
INSURANCE AND RETIREMENT

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

Section 2. Hospitalization - Surgical - Medical Insurance - Prescription Drugs. During the term of this Agreement, the Employer agrees to make available a group hospitalization benefit program, approved by the Employer, for eligible permanent regular full-time employees who are scheduled to work thirty (30) or more hours per week on a continuous basis and who elect to participate covering certain hospitalization, surgical and medical expenses for employee-only coverage and for eligible dependent coverage. The benefit program shall be on a voluntary basis for eligible employees. No employee shall be eligible to participate in the group benefit program if other programs cover the employee for the same purposes at the Employer's discretion. The spouse of an employee who has health insurance available through his/her employer must enroll in the health insurance if, as determined by the Employer, the cost to the spouse is not prohibitive. The Employer agrees to provide employee-only and eligible dependent coverage under terms and conditions governing the group benefit program as set forth in the master policy or policies governing the program. The Employer reserves the right to determine the method of providing the group benefit program including the right to establish and implement a self-insured program and the right to select any insurance carrier or carriers, provided current benefit levels remain substantially equivalent.

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

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

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

The following health insurance and prescription drug programs are in effect for calendar years 2016-2018:

	In-Network	**Out-of-Network**
Benefit Level	2016-2018: • 90/10% unless noted under the plan • $20 Office visit	2016-2018: • 70/30% of reasonable and customary (R&C) charges on most services
Annual Deductible	2016-2018: • $150 Individual • $300 Family	2016-2018: • $400 Individual • $700 Family *In-network services apply toward satisfying the out-of-network deductible*
Out-of-Pocket Maximums (Does not include the deductible or	2016-2018: • $600 Individual	2016-2018: • $2,500 Individual

office visit fees)	• $1,200 Family	• $5,000 Family
Employee Premium Co-Share (pre-tax) Prorated over 24 pays in the year	2016 - 2018: • $700 Individual • $1,500 Family	
Prescription Co-Payment (Traditional Plan)	2016-2018: • 20% of the cost with a minimum of $15, not to exceed $35 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 • $250/month total maximum co-pay	
Chiropractic	2016-2018: • The plan will provide up to 37 visits per person on an annual basis.	

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

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

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

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

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

compensatory and holiday hours elected for payment after the December payout will be contributed to the employee's Health Care Savings Account.

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

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

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

Section 6. Retiree Health Care Plan.

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

1. Retirees who qualify for and are in receipt of retirement benefits from the City of Mt. Pleasant Police and Fire Retirement System (Act 345) shall be entitled to continued coverage in the hospital, medical and surgical group plan (under the same benefit levels, cost sharing and other terms and conditions as established, from time to time, for active employees under the plan). The City of Mt. Pleasant Police Retiree Health Care Fund shall pay the cost of the remaining monthly premiums. Any premium co-share paid by active employees will also be paid by retirees on a monthly basis. The Employer reserves the right to enter into substantially equivalent policies or programs with commercial insurance carriers, health maintenance organizations, preferred provider organizations or any other qualified entity currently existing or created for the

purpose of providing benefits under the City of Mt. Pleasant Police Retiree Health Care Plan (the "Plan").

2. Health Insurance Participation Options:

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

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

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

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

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

Relationship to Retiree	Length of Eligibility for Coverage
	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.

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

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

1. All active employees hired prior to January 1, 2010, are eligible to participate in the Retiree Health Care Fund. Participating employees shall contribute 2% of their gross wages to the Fund. The employees will pay such contributions, to the extent allowable under applicable law, to the Fund on a pre-tax ("employer pick-up") basis.

2. The retiree health care benefits provided under the Plan shall be considered a retirement benefit as defined in Public Act 345 of 1937, as amended. The benefits under the Plan will continue to be administered by the Employer and will be considered an adjunct retirement benefit for state and local laws, including funding and millage purposes, but will not be a formal part of the Retirement System trust fund provisions. The Employer shall appropriate from the Act 345 Retirement System levy an amount sufficient to maintain the Fund as provided herein and such amounts shall be deposited directly into the Fund (rather than the Retirement System trust fund).

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

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

The employee's contribution to the Act 345 Pension Plan shall be 4% of the employee's gross wages. Eligibility for retirement is a minimum of age 50 and a minimum of 25 years of service or age 60 with a minimum of 10 years of service. The plan provides for a 3 year FAC (best 3 of final 5 years) and a 10 year vesting period. The monthly pension benefit for police retirees shall be calculated at 2.75% for the first 25 years of service or age 50, whichever occurs last and 1% for each year thereafter. The maximum allowable benefit shall not exceed 75% of the final average compensation.

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

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

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

Section 11. Deferred Compensation. All full-time employees hired after January 1, 2010, shall be eligible for a one-to-one contribution match up to two (2%) percent of

base salary to be paid by the City toward a City offered deferred compensation program.

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

ARTICLE 29
UNIFORMS

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

ARTICLE 30
GENERAL

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

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

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

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

ARTICLE 31
CLASSIFICATION

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

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

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

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

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

C. Working Hours and Holidays. See Articles 19 and 23.

D. Compensation. See Article 32 Section 4.

ARTICLE 32
COMPENSATION

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

		Hourly Rate	
Year	Classification	Probationary	Non-Probationary

2016	Sergeant	$32.55	$33.18
2017	Sergeant	$33.20	$33.84
2018	Sergeant	$33.70	$34.35

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

Section 2. Additional Compensation - Lump Sum Payment or Premium Co-Share Reduction.

A. In December 2017, each employee may select either a taxable lump sum payment or a premium co-share reduction to their 2018 health insurance. This is a one time election. The amount will be based on .5% of the individual's 2017 annual base wage.

1. The following outlines the gross amount of taxable lump sum payment or the non-taxable health insurance pemium co-share reduction amount, rounded to the nearest dollar.

2. Sergeants:

   i) Probationary - $363.00
   ii) Non-Probationary - $370.00

3. The taxable lump sum payment will not be applied to any base wage and will be paid on the first non-payroll Friday in January, 2018.

Section 3. Shift Differential Premium. Employees shall be paid sixty cents ($.60) for each hour worked (including overtime hours) on the 7:00 p.m., to 7:00 a.m., shift as additional compensation.

Section 4. Employees working special assignments, excluding assignments to the Detective bureau, will receive an add-on rate of $0.54 per hour.

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

A Police Officer who may be forced to leave his or her shift to fill a vacancy created by the transfer of the FTO shall be compensated with an additional $100 per week in addition to their regular rate of pay for each week that Officer is assigned on the other shift. The Police Officer assigned shall be the one with the least departmental seniority on the corresponding shift (with the same work and pass days) as the shift the Police

Officer has been original assigned. Such assignments may not exceed five-week duration; however, an Officer may be removed from his or her desired shift for this purpose for more than one five-week period during the calendar year.

ARTICLE 33
SAVINGS CLAUSE

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

ARTICLE 34
TERMINATION

Section 1. Termination. This Agreement shall remain in force until December 31, 2018, 11:59 p.m., and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof. During negotiations all benefits will remain in effect.

CITY OF MOUNT PLEASANT	MOUNT PLEASANT SERGEANTS ASSOCIATION AFFILIATED WITH THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN
By: _____ Mayor	By: _____ Negotiating Committee Member
By: Jeremy Howard City Clerk	By: Shawn Faull Negotiating Committee Member
Dated: November 16, 2015	By: _____ COAM Staff Representative

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 within two weeks following the City's receipt of the actuarial report for the year immediately preceding and shall be pro-rated according to the number of months retired in the calendar year.

Such benefits will be computed on the following formula:

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

DIVIDED by total number of eligible police retirees

EQUALS payment to each eligible police retiree

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

CITY OF MOUNT PLEASANT	MOUNT PLEASANT SERGEANTS ASSOCIATION AFFILIATED WITH THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN
By: _____ Mayor	By: _____ Negotiating Committee Member
By: Jeremy Howard City Clerk	By: Shawn Paull Negotiating Committee Member
Dated: November 16, 2015	By: _____ COAM Staff Representative

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.

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

CITY OF MOUNT PLEASANT	MOUNT PLEASANT SERGEANTS ASSOCIATION AFFILIATED WITH THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN
By: _____ Mayor	By: _____ Negotiating Committee Member
By: Jeremy Howard City Clerk	By: Shawn Paul Negotiating Committee Member
Dated: November 16, 2015	By: _____ COAM Staff Representative

LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT SERGEANTS ASSOCIATION

SUBJECT: Voluntary Police Reserve Unit (II)

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

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

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

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

CITY OF MOUNT PLEASANT	MOUNT PLEASANT SERGEANTS ASSOCIATION AFFILIATED WITH THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN
By: _____	By: _____
Mayor	Negotiating Committee Member

By: Jeremy Howard
City Clerk

By: Shawn Faulk
Negotiating Committee Member

Dated: November 16, 2015

By:
COAM Staff Representative

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