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AGREEMENT

between

CITY OF MOUNT PLEASANT

and

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

Effective: January 1, 2013 – December 31, 2015

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AGREEMENT

THIS AGREEMENT, entered into on this 1st day of January 2013, 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

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

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ARTICLE 2 ASSOCIATION

- 13 A. Employees covered by this Agreement at the time it becomes effective
14 and who are members of the Association at that time or employees who
15 become members thereafter shall be required as a condition of continued
16 employment to continue membership in the Association for the duration of
17 this Agreement.
- 18 B. Employees covered by this Agreement who are not members of the
19 Association on the effective date, or employees who are entered into the
20 bargaining unit thereafter, and who choose not to become members of the
21 Association within thirty (30) days after the effective date of this
22 Agreement, or thirty (30) days from the date they are first entered into the
23 bargaining unit, shall as a condition of continued employment, either pay
24 to the Association a service charge equal to the regular Association
25 monthly membership dues or contribute a like amount to the United Way
26 each month as long as they remain a non-member.
- 27 C. Employees shall be deemed to have complied with the above
28 requirements within the meaning of this Section if they are not more than
29 sixty (60) days in arrears in payment of membership dues.
- 30 D. It shall be the responsibility of the Association to notify the Employer in
31 writing of any employees who fail to comply with the above requirements.

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33

ARTICLE 3 AID TO OTHER UNIONS

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

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ARTICLE 4
ASSOCIATION DUES

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

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

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

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

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

23
24
ARTICLE 5
DISPUTES CONCERNING MEMBERSHIP

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

29
30
ARTICLE 6
REPRESENTATION

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

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

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

9
10 **ARTICLE 7**
DISCIPLINARY ACTION

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

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

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

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

33
34 **ARTICLE 8**
GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30 Section 7.

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

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

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

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

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

19 **ARTICLE 9**
20 **STEWARDS**

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

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

32 **ARTICLE 10**
33 **SPECIAL CONFERENCES**

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

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

7 **ARTICLE 11**
8 **RIGHTS OF EMPLOYER**

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

15 **ARTICLE 12**
16 **ASSOCIATION RESPONSIBILITIES**

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

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

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

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

33 **ARTICLE 13**
34 **SENIORITY**

35 Section 1. Acquiring Seniority.

- 1 A. Seniority shall be defined as the length of an employee's full-time service
2 with the Employer commencing from the last date of hire.
- 3 B. Bargaining Unit Seniority shall be defined as the length of full-time service
4 in this bargaining unit commencing from the date the employee was
5 assigned on a permanent basis.
- 6 C. Classification seniority shall be defined as the length of full-time service in
7 a specific classification covered by this Agreement from the date the
8 employee was assigned on a permanent basis.
- 9 D. New permanent employees hired or promoted into the Unit shall be
10 considered as probationary employees for the first one hundred eighty
11 (180) days of their employment. When an employee hired or promoted
12 into the Unit satisfactorily finishes the probationary period, the employee
13 shall be entered on the seniority list of the Unit and shall rank for seniority
14 from the date on which the employee was hired. There shall be no
15 seniority among probationary employees hired into the Unit. The
16 Employer may extend the probationary period of employees hired or
17 promoted into the Unit in situations where, in the opinion of the Employer,
18 an employee's performance has not been fully satisfactory; provided,
19 however, that any extension shall not exceed an additional six (6) months
20 and the Employer agrees to advise the employee regarding the reasons
21 for the extension. During the initial probationary period and any period of
22 extension, employees shall be allowed to accumulate and use paid sick
23 days in accordance with paid sick day provisions set forth in this
24 Agreement. It is provided, however, that in the event a hired employee's
25 employment with the Employer ceases prior to completion of the
26 probationary period or any period of extension, then any paid sick days
27 used by the employee shall be paid back to the Employer by way of
28 deduction from the employee's pay check and/or by way of direct payment
29 from the employee, as determined by the Employer.
- 30 E. An employee on authorized paid leave will continue to accrue seniority.
31 Authorized paid leave will include any approved paid leave time, including
32 Worker's Compensation benefits.
- 33 F. Seniority shall be cumulative so long as any layoff period does not exceed
34 accrued seniority at the time of layoff.
- 35 G. The Union shall represent all new hire probationary employees only for
36 the purpose of collective bargaining in respect to rates of pay, wages, and
37 hours of employment as set forth in Article 1 of this Agreement, but not for
38 purposes of discharge and discipline.

39 Section 2. Seniority Lists.

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

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

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

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

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

21 Section 2. Recall Procedure.

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

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

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

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

1 **ARTICLE 15**
2 **TRANSFERS**

- 3 A. If an employee is transferred from one bargaining unit recognized by the
4 Employer to the COAM bargaining unit under this Agreement, the
5 employee's length of service with the Employer shall be recognized for the
6 purpose of benefits provided for this Agreement, except for pay, longevity,
7 promotion, layoff and any other benefits or terms for which the employee
8 may by State or Federal law be ineligible. Effective on the date of the
9 transfer, the employee shall enter into the probationary period set forth
10 under this Agreement and shall acquire seniority in the Police Department
11 bargaining unit as provided for other employees under the provisions of
12 this Agreement.
- 13 B. If an employee is transferred to a position under the Employer not
14 included in the Unit and is thereafter transferred again to a position within
15 the Unit within one (1) year; the employee shall have accumulated
16 seniority while working in the position to which the employee was
17 transferred. Employees re-transferred under the above circumstances
18 shall retain all rights accrued for the purpose of any benefits provided for
19 in the Agreement that are based on years of service.
- 20 C. The Employer agrees to discuss with the Association any movement of
21 work not covered by this Agreement in order to protect the seniority of the
22 employees involved.

23 **ARTICLE 16**
24 **JOB POSTING AND BIDDING PROCEDURES**

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

29 **ARTICLE 17**
30 **TRAINING**

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

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

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

3 Section 2. If mandatory training occurs on an employee's regularly scheduled day
4 off, the employee will be reimbursed for time spent in training at the time and one-half
5 (1 1/2) rate regardless of what day off the training is on (refer to Article 20, Overtime).
6 An employee functioning as the training instructor, as assigned by the Captain, is
7 eligible for double time in accordance with Article 20.

8 Voluntary training of two (2) or more days shall be treated in the following manner. At
9 the time an employee requests voluntary training the Employer will review the request.
10 If the training is deemed appropriate, the Employer will review the employee's two-week
11 work schedule containing the requested training dates and will adjust the affected
12 employee's two-week work schedule to equal an 84 hour pay period. If the adjusted
13 work schedule is mutually agreed upon by the Employer and the affected employee, the
14 training will be approved and the change in the employee's work schedule will occur for
15 that two-week pay period. If the revised work schedule cannot be mutually agreed
16 upon between the supervisor and the affected employee, the Employer retains its right
17 to deny the training or authorize overtime.

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

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

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

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

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

- 1 D. A grade of "C" is attained on adult education or undergraduate work and
2 "B" on graduate work.
- 3 E. In the event the employee is receiving the cost of tuition from another
4 source, the employee shall be reimbursed for textbooks and/or required
5 class materials, provided, such costs are not subject to payment by
6 another source. Payment shall not exceed 85% of the cost of tuition and
7 fees, or 100% of the cost of tuition, whichever is greater, and shall be in
8 accordance with A, B and C above.
- 9 F. Upon receiving the written grade report, the employee has two (2) weeks
10 in which to submit it to Human Resources.
- 11 G. If the conditions of Paragraph D of this Section are not met, or the
12 employee terminates during the course, or the grade report is not
13 submitted, then payroll deduction for the check issued will commence.

14 **ARTICLE 18**
15 **WORKING HOURS**

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

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

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

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

1
2
ARTICLE 19
STARTING AND REPORTING TIME

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

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

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

17
18
ARTICLE 20
OVERTIME

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

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

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

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

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

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

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

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

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

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

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

30 Section 7. Compensatory Time. Compensatory hours may be banked in lieu of pay
31 for overtime, double-time, holiday premium pay, and the FTO overtime premiums at the
32 employee's choice.

33 There shall be a maximum of one hundred (100) hours accumulation of compensatory
34 hours allowed each employee. If the accumulated balance exceeds the maximum, the
35 excess hours will be paid. An employee may request each year, payment of up to thirty
36 (30) hours of unused accumulated compensatory hours provided the employee submits
37 the request to the Employer no later than November 1st. Payment of compensatory
38 hours shall be at the regular rate of the employee at the time that the employee
39 receives payment for compensatory hours and shall be paid on the first non-payroll
40 Friday in December. Refer to Article 28 Section 3. Health Care Savings Program for
41 payment options.

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

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

7 **ARTICLE 21**
8 **EQUALIZATION OF HOURS**

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

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

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

30 **ARTICLE 22**
31 **CALL PAY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **ARTICLE 24**
19 **VACATIONS**

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

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

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

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

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

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

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

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

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

25 **ARTICLE 25**

26 **SICK LEAVE**

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

1 arrangements are made with the Police Captain (or designated representative), the
2 notification required in this Section shall be given prior to the beginning of each
3 scheduled shift.

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

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

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

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

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

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

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

27 Section 3. There will be a maximum accrual of paid sick leave hours that a full-time
28 employee may accumulate. Employees shall have a maximum accumulation of nine
29 hundred sixty (960) hours. At calendar year end or at retirement the value of a
30 specified portion of the sick leave hours in excess of maximum accruals shall be
31 contributed to the employee's Health Care Savings Program (HCSP) in January of the
32 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

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

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

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

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

32 Section 6. If the Employer has cause to suspect that there is an abuse of the paid
33 sick days policy, or if there is a pattern of absences, or if there is a pattern of using paid
34 sick days by one day absences, or if there is a pattern of absences which result in
35 extended weekend periods or extended holiday periods or extended scheduled time off,
36 the Employer reserves the right to require proof of sickness or accident or any
37 continuance thereof through a physician's certificate or other substantiation acceptable
38 to the Employer as a condition for receiving any paid sick days and if such proof or
39 substantiation is not provided, the Employer may upon prior notice to the employee,
40 deduct any amounts that may have been paid for those sick days from the employee's
41 pay. Any abuse of the paid sick days policy shall be subject to disciplinary action up to
42 and including discharge.

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

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

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

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

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

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

30 **ARTICLE 26**
31 **OTHER LEAVES OF ABSENCE**

32 Section 1.

- 33 A. An employee must be a regular full-time employee with one hundred
34 eighty (180) days of service in order to be eligible for any time of absence.
- 35 B. An employee accepting employment or being self-employed while on any
36 leave receiving paid sick leave and/or worker's compensation benefits
37 may be discharged, unless the employee has a history of performing such

1 work prior to the leave, the number of hours performing the with work is
2 not increased, and the nature of the work will not negatively impact the
3 employee's ability to return to work in a timely manner.

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

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

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

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

15 Section 2. Personal Reasons.

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

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

26 Section 3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Section 6. Administrative Leave.

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

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

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

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

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

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

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

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

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

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

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

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

- 1 A. Paid court duty days must be approved by the Department Head before
2 an employee may be credited with a court day.
- 3 B. Since an employee may be in court less than a full shift or duty day the
4 employee may be required to report back to work for the employee's
5 regularly scheduled shift or may be granted pay for a full duty day upon
6 approval of the Department Heads.

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

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

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

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

34 Section 14. Requests for Leave and Medical Certification.

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

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

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

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

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

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

37 Section 16. Health Benefits During Leave. While on leave, an employee's coverage
38 under the Employer's group health program shall be continued (unless the employee
39 declines) on the basis and conditions, as coverage would have been provided if the
40 employee had been continuously employed during the entire leave period. The

1 employee must make arrangements with the Employer for payment during the leave of
2 any cost shared by the employee under the health program.

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

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

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

25 **ARTICLE 27**
26 **RULES AND REGULATIONS**

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

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

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

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

13 **ARTICLE 28**
14 **INSURANCE AND RETIREMENT**

15 Section 1. Life Insurance. The Employer shall pay the premium for term life
16 insurance with double indemnity and accidental death and dismemberment equal to
17 one (1) times the employee's annual earnings at straight time rates per year rounded to
18 the nearest \$1,000. Coverage becomes effective for eligible employees the first (1st)
19 day of the month following completion of six (6) months of employment.

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

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

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

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

24 The following health insurance and prescription drug programs are in effect for calendar
 25 years 2013-2014:

	In-Network	Out-of-Network
<u>Benefit Level</u>	2013-2014: <ul style="list-style-type: none"> • 90/10% unless noted under the plan • \$20 Office visit 	2013-2014: <ul style="list-style-type: none"> • 70/30% of reasonable and customary (R&C) charges on most services
<u>Annual Deductible</u>	2013-2014: <ul style="list-style-type: none"> • \$150 Individual • \$300 Family 	2013-2014: <ul style="list-style-type: none"> • \$400 Individual • \$700 Family <p style="text-align: center;"><i>In-network services apply toward satisfying the out-of-network deductible</i></p>
<u>Out-of-Pocket Maximums</u> (Does not include the deductible or office visit fees)	2013-2014: <ul style="list-style-type: none"> • \$600 Individual • \$1,200 Family 	2013-2014: <ul style="list-style-type: none"> • \$2,500 Individual • \$5,000 Family
<u>Employee Premium Co-Share</u> (pre-tax) Prorated over 24 pays in the year	2013: <ul style="list-style-type: none"> • \$600 Individual • \$1,200 Family 2014:	

	<ul style="list-style-type: none"> • \$700 Individual • \$1,500 Family 2015: <ul style="list-style-type: none"> • TBD Individual • TBD Family
<u>Prescription Co-Payment (Traditional Plan)</u>	2013-2014: <ul style="list-style-type: none"> • 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 • \$500/yr. maximum smoking cessation benefit per enrollee
<u>Chiropractic</u>	2013-2014: <ul style="list-style-type: none"> • \$2,000/yr. maximum benefit per enrollee

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

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

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

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

16 A. Year End Payouts. Annually by November 1, an employee desiring to
 17 receive payment for unused holiday and compensatory hours as defined
 18 in Article 20, Overtime and Article 23, Holidays must complete and submit
 19 to the City payroll office a leave conversion form indicating the number of
 20 eligible compensatory and holiday hours for which the employee would

1 like to receive in a check as a cash out of the eligible balances. In
2 January of the following year, 100% of the cash value of any remaining
3 compensatory and holiday hours elected for payment after the December
4 payout will be contributed to the employee's Health Care Savings
5 Account.

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

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

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

26 Section 6. Retiree Health Care Plan.

27 A. Benefits. All members of the bargaining unit hired prior to January 1,
28 2010, who retire on or after the execution of this contract, will be eligible
29 for retiree health care benefits subject to the following provisions:
30

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

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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

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

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

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

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

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

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

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

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

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

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

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

39 Section 11. Deferred Compensation. All full-time employees hired after January 1,
40 2010, shall be eligible for a one-to-one contribution match up to two (2%) percent of

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

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

12 **ARTICLE 29**
13 **UNIFORMS**

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

17 **ARTICLE 30**
18 **GENERAL**

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

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

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

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

1
2
ARTICLE 31
CLASSIFICATION

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

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

12
13 A. Appointment. Appointment to any special assignment shall be the sole
14 prerogative of the Director of Public Safety/Police Chief or his/her
15 designee and may be made from volunteers or assigned to any member
16 of the unit. Any and all Sergeants shall be eligible to volunteer for
17 appointment to any specialty assignment upon an Employer-declared
18 vacancy and the Employer shall seek volunteers from within the unit prior
19 to any other recruitment or appointment action.

20
21 The Employer may establish standards and requirements for appointment
22 eligibility for any or each assignment dependent upon the knowledge,
23 skills and abilities required for a particular assignment.

24
25 B. Length of Assignments. An employee meeting the expectations,
26 standards and objectives set forth by the Employer may retain his or her
27 special assignment indefinitely. If the special assignment is filled by
28 appointment rather than on a voluntary basis, the employee may
29 relinquish the assignment after two years.

30
31 C. Working Hours and Holidays. See Articles 19 and 23.

32
33 D. Compensation. All Sergeants who are on special assignments shall
34 receive a year-end lump sum annual payment in the amount of \$1,200.
35 See Article 32 Section 4.

36
37
ARTICLE 32
COMPENSATION

38 Section 1. Salaries. Effective the first (1st) pay date beginning on or after January
39 1st, employees shall be paid on the basis of the following pay plans for each year of the
40 contract.

<u>Year</u>	<u>Classification</u>	<u>Hourly Rate</u>	
		<u>Probationary</u>	<u>Non-Probationary</u>
2013	Sergeant	\$31.00	\$31.61

1 If, as certified by the Board of Review, taxable values of ad valorem property (including
 2 real and personal) increase by more than .5% between 2012 and 2013, the base wage
 3 for 2014 will grow by one-half of the percentage increase (rounded to the nearest one-
 4 hundredth of a percent), not to exceed a 3% wage increase. **May 2013, Language**
 5 **Insertion: *The following 2014 rates reflect a 0.90% increase based on the***
 6 ***calculated change in taxable value.***

<u>Year</u>	<u>Classification</u>	<u>Hourly Rate</u>	
		<u>Probationary</u>	<u>Non-Probationary</u>
2014	Sergeant	\$31.28	\$31.89

7
 8 Normal tour of duty within a normal work period consists of 84 hours.

9 Section 2. Lump Sum Payment.

- 10 A. One time lump sum payment January 2013 - \$300.
- 11 B. One time lump sum payment January 2014 - \$300.
- 12 C. Payment will be the first non-payroll Friday in January.

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

16 Section 4. Employees working special assignments, excluding assignments to the
 17 Detective bureau, will receive a year-end lump sum annual payment in the amount of
 18 \$1,200. Such payment will be pro-rated for those employees entering or leaving the
 19 assignment. The 15th day of the month will be used to determine whether the employee
 20 is eligible for that month's benefit.

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

28 A Police Officer who may be forced to leave his or her shift to fill a vacancy created by
 29 the transfer of the FTO shall be compensated with an additional \$100 per week in
 30 addition to their regular rate of pay for each week that Officer is assigned on the other

1 shift. The Police Officer assigned shall be the one with the least departmental seniority
2 on the corresponding shift (with the same work and pass days) as the shift the Police
3 Officer has been original assigned. Such assignments may not exceed five-week
4 duration; however, an Officer may be removed from his or her desired shift for this
5 purpose for more than one five-week period during the calendar year.

6 **ARTICLE 33**
7 **SAVINGS CLAUSE**

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

12 **ARTICLE 34**
13 **TERMINATION**

14 Section 1. Termination. This Agreement shall remain in force until December 31,
15 2015, 11:59 p.m., and thereafter for successive periods of one (1) year unless either
16 party shall, on or before the sixtieth (60th) day prior to expiration serve written notice on
17 the other party of a desire to terminate, modify, alter, negotiate, change or amend this
18 Agreement. A notice of desire to modify, alter, amend, negotiate or change or any
19 combination thereof shall have the effect of terminating the entire Agreement on the
20 expiration date in the same manner as a notice of desire to terminate, unless before
21 that date all subjects of amendment proposed by either party have been disposed of by
22 agreement or by withdrawal by the party proposing amendment, modification, alteration,
23 negotiation, change or any combination thereof. During negotiations all benefits will
24 remain in effect.

25 Third Year Reopener. Notwithstanding the provisions of the first paragraph of this
26 Section of the Agreement, it is agreed that this Agreement will be reopened on **June 1,**
27 **2014.** When this Agreement is reopened, the reopener negotiations shall be
28 specifically limited to **Article 32, Compensation, specifically the direct hourly rates**
29 **listed and Article 28, Insurance and Retirement, specifically Section 2.**
30 **Hospitalization – Surgical – Medical Insurance – Prescription Drugs.** All other
31 provisions of this Agreement shall remain in full force and effect during the reopener
32 negotiations and until this Agreement is terminated in accordance with the provisions of
33 the first paragraph of this section of the Agreement. Subjects or disputes arising from
34 or pursuant to any reopener negotiations shall not be subject to the grievance and
35 arbitration procedure provisions set forth in this Agreement.

CITY OF MOUNT PLEASANT

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

City of Mt. Pleasant - COAM Agreement

By: _____ By: _____
Mayor Negotiating Committee Member

By: _____ By: _____
City Clerk Negotiating Committee Member

Dated: _____ By: _____
COAM Staff Representative

1

2

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: _____
City Clerk

By: _____
Negotiating Committee Member

Dated: _____

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: _____
City Clerk

By: _____
Negotiating Committee Member

Dated: _____

By: _____
COAM Staff Representative

31
32

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: _____
Mayor

By: _____
Negotiating Committee Member

City of Mt. Pleasant - COAM Agreement

By: _____
City Clerk

By: _____
Negotiating Committee Member

Dated: _____

By: _____
COAM Staff Representative

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