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AGREEMENT

between

CITY OF MOUNT PLEASANT

and

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

Effective: January 1, 2013 – December 31, 2015

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1

2 **AGREEMENT**

2

3 THIS AGREEMENT, entered into on this 1st day of January, 2013, between the
4 City of Mount Pleasant (hereinafter referred to as the Employer) and the Mount
5 Pleasant Police Officers Association affiliated with the Police Officers Association
6 of Michigan (POAM), (hereinafter referred to as the Association).

7

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

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10 **PURPOSE AND INTENT**

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

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

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

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20 **ARTICLE 1**

21 **RECOGNITION – Employees Covered**

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

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

14 **ARTICLE 2**
15 **ASSOCIATION**

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

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

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

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

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**ARTICLE 3
AID TO OTHER UNIONS**

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

**ARTICLE 4
ASSOCIATION DUES**

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

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

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

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

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

**ARTICLE 5
DISPUTES CONCERNING MEMBERSHIP**

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

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ARTICLE 6
REPRESENTATION

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

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

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

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ARTICLE 7
DISCIPLINARY ACTION

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

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

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

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

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

3 **ARTICLE 8**
4 **GRIEVANCE PROCEDURE**

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

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

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

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

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

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

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

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

9 Section 6. If a grievance remains unresolved as a result of the written
10 response from the City Manager/Designee and if the grievance is within the
11 scope of an arbitrator, the Association may request arbitration of any unresolved
12 grievance which is arbitrable by giving written notice to the Employer's City
13 Manager or the City Manager's designated representative of the Association's
14 intent to arbitrate within fifteen (15) calendar days following receipt of the
15 Employer's written answer. If no written notice of intent to arbitrate is given to the
16 Employer's City Manager, the grievance shall be considered settled and, as
17 such, the grievance may not be subsequently reinstated. Steps of the arbitration
18 procedure shall be as follows:

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

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

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

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

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

4 Section 7.

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

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

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

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

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

1 the probationary period or any period of extension, then any paid
2 sick days used by the employee shall be paid back to the Employer
3 by way of deduction from the employee's pay check and/or by way
4 of direct payment from the employee, as determined by the
5 Employer.

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

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

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

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

18 Section 2. Seniority Lists.

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

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

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

28 A. The employee quits or retires.

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

31 C. The employee is absent for three (3) consecutive working days
32 without notifying the Employer and without showing a reason
33 satisfactory to the Employer for the absence. In proper cases,
34 exceptions may be made. After such absence, the Employer will
35 send written notification to the employee at the employee's last
36 known address on file with the Employer that the employee has lost
37 seniority and the employee's employment has been terminated. If

1 **ARTICLE 16**
2 **JOB POSTING AND BIDDING PROCEDURES**

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

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

18 Section 2. An Internal Assessment Center and Oral Board shall be conducted
19 to determine the qualifications and ability of the employees who have achieved a
20 minimum of four (4) years of law enforcement experience in the Department and
21 who have applied for the promotional job position. Appointments shall be made
22 on the basis of qualifications and ability. Seniority in the Department shall also
23 be considered. The evaluation of qualifications and ability shall include an Oral
24 Board and Internal Assessment Center. The Internal Assessment Center may
25 consist of a written exercise. The evaluating panel for the Internal Assessment
26 Center will be comprised of the Director of Public Safety/Police Chief or Police
27 Captain, Records Supervisor, Police Sergeant and a mutually agreed upon
28 person from outside the Police Department. Only one Internal Assessment
29 Center evaluator may cross over to the Oral Board panel. The Oral Board panel
30 shall be comprised of two supervisory employees, two certified non-supervisory
31 employees, and two other individuals, which shall be selected by mutual
32 agreement of the Union President and the Director of Public Safety/Police Chief.
33 The various factors in the evaluation process for applicants shall be assigned the
34 following weight in determining an applicant's total score:

Assessment Center	40%
Oral Board	40%
Seniority	20%

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

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

9 Section 3. An employee awarded the position shall have a maximum of one
10 hundred and eighty (180) days trial period to demonstrate the employee's ability
11 to perform the work. During the trial period, the Employer may return the
12 employee to the employee's former position prior to the completion of the trial
13 period. If requested by the employee, the employee shall be advised in writing of
14 the reasons for being returned to the former position. The Employer may, at any
15 time during the trial period after the first thirty (30) days, elect to permanently
16 classify the employee in the new position. The employee may elect to return to
17 the employee's former position during the first thirty (30) days of the trial period.

18 Section 4. During the trial period, employees will receive the rate of pay for the
19 job being performed which rate shall be the next higher rate for the new
20 classification above the employee's present pay, but the new rate shall not
21 exceed the rate due any employee of the new classification with the same
22 number of years of service as the employee being promoted. In the event the
23 employee's rate of pay before the transfer is equal or higher than the rate paid
24 the new position for equal service time, the employee shall be paid the rate
25 established for the new position for employees of equal service within the Police
26 Department bargaining unit.

27 **ARTICLE 17** 28 **TRAINING**

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

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

39 Section 2. If mandatory training occurs on an employee's regularly scheduled
40 day off, the employee will be reimbursed for time spent in training at the time and
41 one-half (1 1/2) rate regardless of what day off the training is on. (Refer to Article

1 20, Overtime) An employee functioning as the training instructor, as assigned by
2 the Captain, is eligible for double time in accordance with Article 20.

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

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

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

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

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

33 C. The application for payment is submitted to the department head
34 for approval or disapproval in accordance with the advance
35 notification requirements of this Section. The application is then
36 forwarded to the Human Resources Director for final approval or
37 disapproval.

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

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

13 **ARTICLE 18**
14 **WORKING HOURS**

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

22 Section 2. Work Period and Tour of Duty - Detectives and Road Patrol
23 Officers Not Assigned to Road Patrol. The normal work period shall be a period
24 of fourteen (14) consecutive days. The normal tour of duty within a work period
25 shall consist of 42 hours of work in five consecutive days, generally beginning on
26 a Monday. The normal duty shift or one duty day shall be a minimum of eight (8)
27 and a maximum of twelve (12) consecutive hours. The tour of duty and duty shift
28 set forth in this Section are the normal periods 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,
31 that advance permission has been received from the Police Captain or his/her
32 designee.

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

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ARTICLE 19
STARTING AND REPORTING TIME

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

9 A. The Association and the Employer shall mutually agree to any
10 change in established shifts. It is understood and agreed that this
11 restriction or change in established shift hours applies only to
12 changes in the Employer's established periods of time for the
13 Employer's various work shifts and does not apply to changes in
14 work shift starting time for an employee due to the employee's
15 transfer or assignment to a different shift.

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

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

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

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

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

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

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

25 Section 7. Compensatory Time. Compensatory hours may be banked in lieu
26 of pay for overtime, double-time, holiday premium pay, and the FTO overtime
27 premiums at the Employee's choice.

28 There shall be a maximum of one hundred (100) hours accumulation of
29 compensatory hours allowed each employee. If the accumulated balance
30 exceeds the maximum, the excess hours will be paid. An employee may request
31 each year, payment of up to thirty (30) hours of unused accumulated
32 compensatory hours provided the employee submits the request not later than
33 November 1st. Payment of compensatory hours shall be at the regular rate of the
34 employee at the time that the employee receives payment for compensatory
35 hours and shall be paid on the first non-payroll Friday in December. Pursuant to
36 Article 28 Section 3. Health Care Savings Program for payment options.

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

39 Upon separation of any employee from the service of the Employer other than by
40 Leave of Absence, the employee shall be paid for the unused portion of the

1 employee's accumulated compensatory time. Pursuant to Article 28 Section 3.
2 Health Care Savings Program for payment options.

3 **ARTICLE 21**
4 **EQUALIZATION OF HOURS**

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

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

22 Overtime work distribution will be computed from January 1st through December
23 31st each year and at the completion of this twelve (12) month period of time,
24 employees shall be placed at zero (0) hours for the commencement of the next
25 yearly period of time. The parties shall discuss questions regarding overtime
26 work distribution as they arise and if a remedy is deemed appropriate, such
27 remedy shall be limited to balancing.

28 **ARTICLE 22**
29 **CALL PAY**

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

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

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

4 **ARTICLE 23**
5 **HOLIDAYS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38 Section 4. When one of the above holidays falls on a Saturday, eligible
39 employees may receive holiday pay, or part of the employees may be given the

1 Friday off proceeding the holiday and part of the employees be given Monday off
2 following the holiday. When one of the above holidays falls on Sunday and the
3 day following is observed by the State or the Federal Government as a holiday,
4 eligible employees shall receive holiday pay for the day so observed. It is
5 provided, however, that for employees working on shift schedules, recognized
6 holidays, which occur on Saturday or Sunday, will be considered and observed
7 on those calendar days for such employees.

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

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

19 Section 6. Detectives will take all holidays off and be compensated at the
20 straight time rate of pay. When a holiday falls on a Saturday or Sunday,
21 Detectives will take the Employer-designated holiday off and be compensated at
22 the straight time rate of pay. Detectives are not eligible for the year-end payment
23 for unused holiday time.

24 **ARTICLE 24** 25 **VACATIONS**

26 Section 1. Employees with more than one (1) year seniority shall be eligible
27 for vacation leave as provided below. Vacation shall accrue to a maximum of
28 three hundred sixty (360) hours (except employees who earn two hundred [200]
29 hours each year may accrue three hundred ninety [390] hours) as of December
30 31 on a pro-rata basis from month to month.

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

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

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

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

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

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

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

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

27 **ARTICLE 25**
28 **SICK LEAVE**

29 Section 1. An employee is required to notify the duty shift supervisor as soon
30 as the employee knows that absence from work will be necessary. Except in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 sick hours during the calendar year shall have twelve (12) paid sick hours
2 actually used restored to the employee's accumulated paid sick bank at the start
3 of the next calendar year. An employee's eligibility for the restoration benefit set
4 forth in this Section shall not occur until the end of the calendar year.

5 **ARTICLE 26**
6 **OTHER LEAVES OF ABSENCE**

7 **Section 1.**

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

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

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

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

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

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

30 **Section 2. Personal Reasons.**

31 A. A leave of absence without pay may be granted seniority
32 employees for personal reasons, not to exceed thirty (30) calendar
33 days. Such leaves shall be subject to the approval of the City
34 Manager. Requests for renewal of such leaves for further periods
35 not to exceed thirty (30) calendar days may be submitted to the City
36 Manager for possible approval at the City Manager's discretion in

1 situations involving extenuating circumstances due to sickness or
2 injury up to a maximum of one hundred eighty (180) days.

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

5 Section 3.

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

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

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

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

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

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

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

1 granted upon proper application and subject to the Employer's right to require
2 medical proof or other verification acceptable to the Employer.

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

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

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

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

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

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

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

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

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

24 Section 6. Administrative Leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Eligible employees are entitled to:

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

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

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

22 **Section 14. Requests for Leave and Medical Certification.**

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

31 B. A request for leave to care for the employee's spouse, son,
32 daughter, or parent who has a serious health condition, or a
33 request for leave due to the employee's own serious health
34 condition that makes the employee unable to perform the
35 employee's job, must be supported by a medical certification issued
36 by the health care provider of the employee or the employee's
37 family member. If the Employer has reason to doubt the validity of

1 a medical certification, it may require the employee to obtain a
2 second opinion at the Employer's expense from a health care
3 provider of the Employer's choice. If the opinions of the employee's
4 and the Employer's designated health care providers differ, the
5 Employer may require the employee, at the Employer's expense, to
6 obtain medical certification from a third health care provider
7 designated or approved jointly by the Employer and the employee.
8 The Employer shall have the right to require medical re-
9 certifications at reasonable intervals during the leave, at the
10 Employer's expense.

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

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

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

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

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

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

1 certification may, as determined by the Employer, result in denial of
2 reinstatement until the requirement is satisfied.

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

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

13 **ARTICLE 27**
14 **RULES AND REGULATIONS**

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

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

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

32 Section 3. The City of Mt. Pleasant may institute minimum physical fitness and
33 maintenance standards and related policies and procedures to achieve and test
34 compliance with such standards. Terms and conditions of such standards are
35 recognized to be the result of the collective bargaining process between the
36 Employer and the Union. The Policy containing such standards, will be referred
37 to as the Mt. Pleasant Public Safety (Police) Department Physical Fitness and
38 Maintenance Standards Policy, and shall be made a part of the Standard Policy
39 and Procedure Manual of the Mt. Pleasant Public Safety Department. Initial
40 standards will be instituted as soon as reasonably possible after January 1, 1993.

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

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

	In-Network	Out-of-Network
Benefit Level	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
Annual Deductible	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>
Out-of-Pocket Maximums (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
Employee Premium Co-Share (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 	
Prescription Co-Payment (Traditional Plan)	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 	

	<ul style="list-style-type: none"> • \$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
Chiropractic	2013-2014: <ul style="list-style-type: none"> • \$2,000/yr. maximum benefit per enrollee

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

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

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

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

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

26 B. Retirement Payouts. No less than two weeks prior to an
 27 employee's retirement date, the employee may complete and
 28 submit to the City payroll office a leave conversion form indicating
 29 the number of eligible sick, vacation, holiday, and compensatory

1 hours the employee desires to receive in a check as a cash out of
2 the eligible balances. At the date of retirement, 100% of the cash
3 value of any remaining and eligible sick, vacation, holiday, and
4 compensatory balances shall be contributed to the employee's
5 Health Care Savings Account.

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

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

19 Section 6. Retiree Health Care Plan.

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

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

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41 2. Health Insurance Participation Options:

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43 i) Enroll immediately upon retirement, or

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- ii) One-time deferment to a date/event certain, and
 - iii) If participation ceases, retiree is ineligible to participate in the future.
3. All retirees who have at least 90%/10% health insurance plan available to them from another employer or through their spouse shall enroll for that coverage.
 4. Upon attaining the age of Medicare eligibility, all eligible Retirees shall enroll in both Medicare Part A and Part B and are obligated to pay for Medicare Part B. Once a Retiree is in receipt of Medicare A and B coverage, the Plan will provide complimentary coverage.
 5. Retirees receiving health care benefits from the Plan may purchase, at Retiree's sole cost, coverage for his or her eligible spouse and/or dependent(s) as defined below.

Relationship to Retiree	Length of Eligibility for Coverage
Retired Employee (self)	Eligible for insurance benefits until death as long as: 1) Continuous coverage at retirement, OR take one-time insurance deferment option to a date/event certain and sign up at date/event certain; 2) Pay premiums on time; and 3) Sign up for Medicare A & B when eligible.
Spouse of Employee at retirement – still married	Eligible for insurance benefits until death as long as a dependent under retiree's plan.
Spouse of Employee at retirement – divorced	Spouse is no longer eligible after COBRA-defined length of time.
Spouse of Employee at retirement – widowed	Widow is eligible for insurance benefits until death, as long as he/she was covered as a dependent under the retiree's plan when the retiree was alive OR as long as sign up at date/event certain, which was decided upon if the retiree did the one-time deferment of the health decision. NOTE: If the widow remarries, the new spouse is NOT eligible for insurance coverage.
Become spouse of retiree after	Not eligible for coverage.

Relationship to Retiree	Length of Eligibility for Coverage
Employee's retirement	
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.

2. The retiree health care benefits provided under the Plan shall be considered a retirement benefit as defined in Public Act 345 of 1937, as amended. The benefits under the Plan will continue to be administered by the Employer and will be considered an adjunct retirement benefit for state and local laws, including funding and millage purposes, but will not be a formal part of the Retirement System trust fund provisions.

1 The Employer shall appropriate from the Act 345 Retirement
2 System levy an amount sufficient to maintain the Fund as
3 provided herein and such amounts shall be deposited
4 directly into the Fund (rather than the Retirement System
5 trust fund).

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

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

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

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

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

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

37 Section 11. Deferred Compensation. All full-time employees hired after
38 January 1, 2010, shall be eligible for a one-to-one contribution match up to two
39 (2%) percent of base salary to be paid by the City toward a City offered deferred
40 compensation program.

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

11 **ARTICLE 29**
12 **UNIFORMS**

13 Section 1. Uniformed Employees. The Employer shall provide articles of
14 uniform clothing except shoes and socks. Effective January 1, 2013, the annual
15 uniform allowance amount was rolled into the base wage structure for covered
16 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
23 safety of its employees during their hours of employment and shall provide all
24 safety devices and equipment, which the Employer may require, employees to
25 use during their working hours. The grievance procedure will be available to
26 employees who believe they are being required to utilize equipment that they feel
27 is unsafe or unfit for the use intended.

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

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

**ARTICLE 31
CLASSIFICATION**

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

**ARTICLE 32
COMPENSATION**

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

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

<u>Year</u>	<u>Classification</u>	<u>Hourly Rate</u>			
		<u>Start</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
2013	Police Officer	\$21.71	\$23.86	\$25.78	\$27.70
2013	Detective				\$30.27

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

<u>Year</u>	<u>Classification</u>	<u>Start</u>	<u>One Year</u>	<u>Two Year</u>	<u>Three Year</u>
2014	Police Officer	\$21.91	\$24.07	\$26.01	\$27.95
2014	Detective				\$30.54

Section 2. Lump Sum Payment.

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

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

4
5 Section 4. Shift Differential Premium. Effective January 1, 2010, employees
6 shall be paid sixty cents (\$.60) for each hour (including overtime hours) worked
7 on the 7:00 p.m. to 7:00 a.m. shift as additional compensation.

8 Section 5. Working In a Higher Classification. Employees required to work in
9 a higher classification, as a shift supervisor shall be paid a rate commensurate
10 with increased responsibilities. Shift supervisors are so designated by the
11 Employer but generally hold a rank above Officer.

12 Any Police Officer temporarily serving as a shift supervisor for less than four
13 consecutive shifts shall be compensated at the rate of \$1.50/hour in addition to
14 the employee's base rate, and any Police Officer serving as shift supervisor for
15 four or more consecutive shifts shall be compensated at the probationary rate for
16 a Sergeant.

17 Section 6. Field Training Officer (FTO) Premium. A qualified Field Training
18 Officer shall be compensated for 1.5 hours at the overtime rate above and
19 beyond the Officer's regular rate of pay for each duty shift the Officer actually
20 serves as an FTO. In the event an FTO must transfer from his or her desired
21 shift to another shift in order to accommodate the FTO program, that Officer shall
22 be compensated at an additional 1.5 hours at the overtime rate above his or her
23 regular rate of pay and the above-established premium for each duty shift the
24 Officer serves as an FTO on the other shift.

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

34 Section 7. Employees, including the officer assigned to BAYANET, working
35 special assignments shall receive a year-end lump sum annual payment in the
36 amount of \$1,200. Such payment shall be pro-rated for those employees
37 entering or leaving the assignment using the 15th day of the month to determine
38 whether the employee is eligible for that month's benefit.

1 **ARTICLE 33**
2 **SAVING CLAUSE**

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

8 **ARTICLE 34**
9 **TERMINATION**

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

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

CITY OF MOUNT PLEASANT

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

By _____
Mayor

By _____
Negotiating Committee Member

By _____
City Clerk

By _____
Negotiating Committee Member

Dated _____

By _____
Negotiating Committee Member

By _____
Negotiating Committee Member

By _____
POAM Staff Representative

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1 assignment, then the selection shall be made by the Director of Public
2 Safety/Police Chief from among those employees. If there are no
3 employees who have expressed a stated interest in performing the
4 assignment, then the employee who has been performing the special duty
5 or function assignment may continue for a subsequent two (2) year cycle.
6 In all cases, the length of any special duty or function assignment or
7 continuation thereof shall be determined by the Director of Public
8 Safety/Police Chief.
9

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LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT POLICE OFFICERS 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 Patrol Officers 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

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LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT POLICE OFFICERS 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 P.O.A.M. 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.

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LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Thirteenth Check Provision

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

In accordance with this agreement any police retiree, retiring on or after January 1, 1993, and prior to January 1, 2002, shall be eligible to collect a thirteenth or one additional pension benefit payment payable on an annual basis. Payments shall be processed by the City 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 Officer's Pension Fund maintains no less than an 84% funded position.

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LETTER OF AGREEMENT

CITY OF MOUNT PLEASANT
AND
MOUNT PLEASANT POLICE OFFICERS ASSOCIATION

SUBJECT: Park Police

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

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

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

CITY OF MOUNT PLEASANT

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POAM Staff Representative

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