

**CITY OF ST. JOSEPH**

**and**

**ST. JOSEPH POLICE OFFICERS ASSOCIATION,  
A DIVISION OF THE POLICE OFFICERS  
LABOR COUNCIL**

*St. Joseph, City of*

June 29, 1998

to

June 30, 2002

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## AGREEMENT

THIS AGREEMENT made and entered into the 16<sup>th</sup> day of June, 1998, by and between the CITY OF ST. JOSEPH, Michigan, a Municipal Corporation, hereinafter referred to as the "CITY", and ST. JOSEPH POLICE OFFICERS ASSOCIATION, A DIVISION OF THE POLICE OFFICERS LABOR COUNCIL, hereinafter referred to as the "ASSOCIATION".

### ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its employees, the ASSOCIATION, and the citizens of St. Joseph, Michigan.

Recognizing that the interest of the community and the job security of the employees depends upon the CITY'S ability to continue to provide proper services to the community, the CITY and the ASSOCIATION, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

### ARTICLE II - RECOGNITION

Section 1 - Recognition: The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for the purpose of collective bargaining in regard to wages (including fringe benefits), hours and other terms and conditions of employment for all employees of the St. Joseph Police Department, but excluding clerks, reserve police officers, parking enforcement personnel, sergeants, detective sergeants, detective-lieutenants, lieutenants, captains, the Chief of Police or Public Safety Director and other supervisors as defined by the Michigan Public Employment Relations Act, as amended, herein "Act".

Section 2 - Management Rights: The City possesses all powers, privileges, and authority over all matters relating to the Police Department, its employees and the employment relationship as provided in the City Charter and Code, except to the extent that they are specifically relinquished or modified by express provisions of this Agreement. By way of illustration but not by way of limitation, some of these rights are set forth below:

- (a) The City has the complete and sole right to supervise, direct, and control the work force, including the right to hire, assign work, determine levels of satisfactory work performance, classify, transfer, promote, lay off, and recall the work force; also the right, for just cause, to suspend, demote, discipline, terminate, or discharge;
- (b) The City has the complete and sole right to determine the size and composition of the work force; the organization of management, and the sources of services and supplies; qualifications of employees and the establishment, change, combination, or abolishment, of job classifications

and the content of job classifications; and the determination and implementation of reasonable rules, policies and practices to be followed by each employee.

Section 3 - Non-Discrimination Clause: The CITY and the ASSOCIATION agree that for the duration of this Agreement, neither shall unlawfully discriminate against any employee because of race, color, creed, age, sex, nationality, protected disability or handicap or for activities protected by the Act.

Section 4 - ASSOCIATION Activity During Working Hours: The ASSOCIATION agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in ASSOCIATION activity during working hours.

Section 5 - ASSOCIATION Representation: The CITY recognizes the right of the ASSOCIATION membership to elect one (1) committeeman and one (1) alternate from the Bargaining Unit. The authority of the committeeman and alternate shall be limited to and shall not exceed the investigation and presentation of grievances to the CITY in accordance with the provisions of this Agreement. Additionally, during lunch and break period, the committeeman may transmit routine messages and information concerning the ASSOCIATION to members of the Bargaining Unit.

The CITY recognizes an ASSOCIATION Committee for the purpose of processing grievances as set forth in this Agreement. The ASSOCIATION Committee shall consist of the committeeman and the alternate.

### ARTICLE III - ASSOCIATION/MANAGEMENT MEETINGS

Section 1- Representatives: In order to facilitate communication, the CITY and the ASSOCIATION agree to meet and confer pursuant to this Article on matters of interest. The ASSOCIATION shall be represented at Association/Management meetings by its bargaining team consisting of the Association President or designee and not more than two (2) non-probationary bargaining unit employees. The CITY shall be represented by the City Manager or designee and not more than two (2) other representatives.

Section 2 - Notice of Meeting: The party requesting an Association/ Management meeting shall submit a written notice of his desire to have an Association/Management meeting. The notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. If both parties have subjects they wish to discuss, they shall exchange agendas at least two (2) days prior to such meeting. Discussions at Association/Management meetings shall be limited to the items set forth in the agendas.

Section 3 - Meeting Date: Association/Management meetings shall be held within ten (10) regularly scheduled working days of the receipt of the written request at a time and place mutually agreed upon. Association/Management meetings may be held as often as necessary, but the ASSOCIATION shall not have the right to cause an Association/Management meeting to occur more often than once each month, unless the City Manager or his designated representative agrees to the additional conference.

Section 4 - Pay for Representatives: Each employee shall be paid by the CITY at his regular rate of pay for time necessarily lost from regularly scheduled work while attending Association/Management meetings up to a maximum of one (1) hour per meeting. For the purpose of computing overtime, time necessarily lost from regularly scheduled work in Association/Management meetings shall be treated as hours worked.

Section 5 - Related Grievances: Nothing contained herein shall deny the ASSOCIATION the right to process a grievance if a special conference fails to resolve a matter that falls within the definition of a grievance; provided, however, that such grievance is filed in a timely manner.

#### ARTICLE IV - ASSOCIATION SECURITY AND CHECKOFF

Section 1 - ASSOCIATION Security: All employees in the Bargaining Unit shall, as a condition of continued employment, pay to the ASSOCIATION an amount equal to that paid by other employees in the Bargaining Unit who are members of the ASSOCIATION, which shall be limited to an amount of money equal to the ASSOCIATION'S regular and usual initiation fees and its regular and usual monthly dues. For the present regular employees, such payment shall commence on the first pay period of the month that is, thirty-one (31) days after the effective date or the date of execution of this Agreement, whichever is later. New employees shall commence payment on the first pay period of the month that is at least thirty-one (31) days following the date of employment.

Section 2 - Dues Check-Off: Upon receipt of a voluntary written assignment from an employee covered by this Agreement, the CITY will each month deduct from the employee's pay the amount owed to the ASSOCIATION by such employee for ASSOCIATION membership dues or representation fee. Deductions will be made by the CITY the first pay period of each month. Dues deducted by the CITY for any calendar month will be remitted to the designated financial officer of the ASSOCIATION as soon as possible after the payroll deductions have been made.

Section 3 - Indemnity Provision: The ASSOCIATION agrees that in the event of litigation against the CITY, its agents or employees arising out of Section 1 and Section 2 of this Article of the Agreement, the ASSOCIATION will co-defend and indemnify and hold harmless the CITY, its agents or employees for any monetary award arising out of such litigation.

#### ARTICLE V - NO STRIKE CLAUSE

Section 1 - No Strike Clause: The parties recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The ASSOCIATION, therefore, agrees that it shall not institute, encourage or condone any interruption of the services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of the employment. The ASSOCIATION further agrees that it shall not initiate, encourage or condone any strike, slowdown, call-in or

any other act or acts that interfere in any manner or any degree with the service of the CITY.

Section 2 - Strikes by Individuals: Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or other unlawful activity as defined in the above may be disciplined or discharged at the sole discretion of the CITY. It is understood that the question as to whether an employee or employees were, in fact, engaged in such proscribed activity may be resolved through the Grievance Procedure.

#### ARTICLE VI - GRIEVANCE PROCEDURE

Section 1 - Definition: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms or provisions of this Agreement.

Section 2 - Grievance Procedure: Employees shall discuss any complaint with their immediate supervisor, before attempting to implement the Grievance Procedure. Upon the request of an employee, an Association representative will be present during all the steps of the grievance procedure. If the grievance is not resolved by oral discussion with the employee's immediate supervisor, the grievance shall be resolved in the following manner:

FIRST STEP. In order to be processed hereunder, an employee who believes he has a grievance shall, within five (5) days after the occurrence of the event upon which the grievance is based, or if within such five (5) day period the grievance had no knowledge of the event upon which the grievance is based, then within five (5) days after conditions were such that the grievant reasonably should have known of the occurrence of the event upon which the grievance is based, submit the grievance in writing to his Captain. The grievance shall state the facts upon which it is based, when it occurred, the section of the Agreement that has been violated and shall be signed by the employee who is filing the grievance and his committeeman. The Captain will give his written answer to the grievance within three (3) days after receipt of the written grievance. Such answer shall be delivered to the ASSOCIATION committeeman or his alternate.

SECOND STEP. When the grievance has not been settled in the First Step, and is to be appealed to the Second Step, the ASSOCIATION shall notify the Director of Public Safety in writing of its desire to appeal within three (3) days after receipt of the Captain's First Step answer. The Director or his designee shall meet with the committeeman within five (5) days after receipt by the Director of the appeal to the Second Step of the Grievance Procedure. Within five (5) days of such meeting, the Director shall give a written answer to the grievance to the committeeman or his alternate.

THIRD STEP. If the grievance has not been settled in the Second Step and is to be appealed to the Third Step, the ASSOCIATION shall notify the City Manager in writing within five (5) days after the receipt of the Director's Second Step answer. If such written request is made, the City Manager or his designee shall meet with the ASSOCIATION'S Committee within ten (10) days for the purpose of considering the grievance. Such meeting may be attended by a representative from the Police

Officers Labor Council. The City Manager or his designee shall give a written answer to the grievance to the ASSOCIATION committeeman or his alternate within five (5) days after the date of the meeting.

FOURTH STEP. If the grievance has not been settled in the Third Step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within thirty (30) calendar days after delivery by the CITY to the committeeman or his alternate of the Third Step answer. The grievance submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Service for resolution in accordance with its arbitration rules and regulations then in existence. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses and representatives.

Section 3 - Time Limits: Grievances that are not appealed within the time limits specified in the above Grievance Procedure shall be considered settled on the basis of the CITY'S last answer. If the CITY fails to timely answer a grievance, it shall automatically advance to the next step of the Grievance Procedure. The time limits established in the Grievance Procedure shall be followed by the parties hereto unless the time limits are extended by mutual agreement as set forth in writing. For the purposes of this Article, "days" shall mean all working days excluding Saturdays, Sundays and days celebrated as holidays under this Agreement.

Section 4 - Step Two and Step Three Meetings: Meetings of the CITY and ASSOCIATION representatives as provided in Step Two and Step Three shall be held during non-working hours at a mutually convenient time and place designated by the CITY. In those instances where it is necessary that a meeting be held during a committeeman's duty hours, the committeeman shall not suffer a loss of pay for time lost from his regularly scheduled shift while attending such meetings. In the event it is agreed during a Step Two or Step Three meeting that the grievant shall be present, the grievant shall not suffer a loss of pay for time necessarily lost from his regularly scheduled shift while attending such meetings.

Section 5 - Grievance Discussions: It is understood and agreed that the committeeman and the aggrieved employee shall discuss and prepare grievances during non-working hours. However, the committeeman and the aggrieved employee shall not suffer a loss of pay for time necessarily lost from their regularly scheduled working hours when excused from work by the Sergeant for the purpose of discussing a potential grievance with the supervisor.

Section 6 - Grievance Investigations: Grievance investigation, to the extent possible, shall be conducted during non-working hours. In those instances where this is not possible, the committeeman shall request to be excused by his Sergeant for the purpose of such investigation. The committeeman shall complete his investigation as quickly as possible and in such a manner so as to not unnecessarily interfere with the performance of work in the department.

Section 7 - Grievance Resolution: Resolution of a grievance in any case shall not be made retroactive for a period exceeding five (5) regularly scheduled working days prior to the date the grievance was first presented in writing.

## ARTICLE VII - DISCHARGE AND SUSPENSION

Section 1 - Discharge and Suspension: The CITY will not, without just cause, suspend or discharge an employee. In the event an employee in the Bargaining Unit shall be suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, and he believes that he has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance signed by the employee and committeeman with respect thereto is presented to the Director, or in his absence, his designated representative, within two (2) days after such discharge or after the start of such suspension. Such grievance shall be processed starting at the Second Step of the Grievance Procedure.

- (a) In the event of suspension or discharge, the employee shall be allowed to discuss the matter with his committeeman before leaving the department, provided that the committeeman is reasonably available.
- (b) Employee shall have the right to counsel, of his own choosing and at his own expense, before being required to make a statement that might lead to criminal prosecution.
- (c) A member of the bargaining unit will be notified in writing of any investigation being conducted by the St. Joseph Police Department as the result of any non-criminal complaint.

Section 2 - Release of Information: It is understood and agreed that when an employee files a grievance with respect to disciplinary action, including suspension or discharge, the act of filing such grievance shall constitute his authorization of the CITY to reveal to the decisionmaking participants in the Grievance Procedure, relevant information available to the CITY concerning the alleged offense and such filing shall further constitute a release of the CITY from any and all claims or liability by reason of such disclosure.

Section 3 - Compensation: In the event that it should be decided under the Grievance Procedure that the employee was unjustly suspended or discharged, the CITY shall reinstate such employee with full compensation, partial or no compensation, as may be decided under the Grievance Procedure. Such compensation, if any, shall be at the employee's regular rate of pay at the time of such discharge, or the start of such suspension, less any compensation earned as a result of being available for additional work during the period of time he was off work due to the suspension or discharge and any unemployment compensation benefits covering such period.

## ARTICLE VIII - SENIORITY

Section 1 - Definition of Seniority: Seniority shall be defined as an employee's length of continuous service with the CITY since his last hiring date. "Last hiring date" shall mean the date on which the employee was hired and since which he has not quit, retired or been discharged for cause. Departmental seniority shall be defined as an employee's length of continuous service in the department since last entering the department. Classification seniority shall commence upon an employee's date of entry into a classification and shall include his seniority in a classification with the department of equal or higher salary in which he has served a satisfactory probationary period. Departmental seniority and classification seniority shall terminate when an employee is permanently transferred to another department of the CITY, quits, retires, or is discharged for cause. No time will be deducted from an employee's length of service due to absences occasioned by authorized leaves of absence, vacations, layoffs, sickness or accident leaves. Seniority shall apply only to permanent, full-time employees.

Section 2 - Probationary Period: All employees will be probationary for the first twelve months of employment from their last date of hire. A Communications Specialist who is promoted to Patrol Officer will be probationary for the first twelve months of employment as a Patrol Officer, and will be given credit toward completion of the probation period for all time worked as a temporary Patrol Officer. If such an employee was a non-probationary Communications Specialist at the time of the promotion, he or she will be allowed to bump back into the Communications Specialist position if disqualified from the Patrol Officer position during his/her probation period in that classification, unless he is discharged for cause. A probationary Communications Specialist who receives such a promotion will not be allowed this bumping right.

- (a) The purpose of the probationary period is to provide an opportunity to the CITY to determine whether the employee has the ability and the attributes which would qualify him for regular employee status. During such probationary period, the employee shall be on a trial basis, shall have no seniority, has no recourse to the grievance procedure and may have his employment terminated without regard to his relative length of service. Upon successful completion of the probationary period, the employee shall have his name added to the seniority list as of his last date of hire.

Section 3 - Seniority List: The CITY shall, every twelve (12) months, post a list of the names of employees who have completed their probationary periods in order of their department seniority.

Section 4 - Termination of Seniority: An employee's seniority shall terminate for the following reasons:

- (a) If he quits, retires or is discharged for cause.
- (b) If, when he has been recalled to work following a layoff, he refuses or fails to return to work within seven (7) calendar days after notice of recall or after

a written notice by certified mail of such recall is sent to his last address on record with the CITY, whichever occurs first.

- (c) If he is absent for two (2) regularly scheduled working days without notifying a representative of the CITY during such days of a justifiable reason for such absence, unless circumstances beyond the employee's control prevented him from giving such notice.
- (d) If he fails to return to work immediately upon the expiration of a leave of absence or accepts employment elsewhere while on a leave of absence without having received written approval in advance from the City Manager.
- (e) When he has been laid off for a continuous period equal to the amount of his seniority at the start of such layoff or for a period of twenty-four (24) consecutive months, whichever is the lesser amount of time.

Section 5 - Layoff and Recall: If it is necessary to reduce the number of employees in the department, probationary employees shall be laid off first, provided there are employees with departmental seniority who have the necessary certificates and the present ability to perform the available work. Thereafter, if it is further necessary to reduce the number of employees in the department, the CITY shall determine the number of employees to be removed from each job classification. Employees in a job classification shall be removed on the basis of their classification seniority, provided that the remaining employees have the necessary certificates and the present ability to perform the available work in the classification. Employees removed from a classification may exercise their classification seniority in any other classification in which they have seniority, provided they have the necessary certificates and the present ability to perform the available work in such classification. Employees shall be recalled on the basis of applying the above procedures in reverse order. A patrolman with the present ability to perform the work and sufficient departmental seniority may exercise such seniority in the communications specialist classification.

Section 6 - New Permanent Job Classifications: When and if the CITY determines that it is necessary to create a permanent new job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefor and advise the ASSOCIATION. If the ASSOCIATION disagrees with the rate of pay, its committeeman may file a grievance with respect thereto. If, as a result, a different rate of pay is established, the different rate shall become effective as of the date the job classification was created.

Section 7 - Promotions: When it is necessary to fill a new permanent job classification or permanent vacancy in an existing job classification in the Bargaining Unit or in the Sergeant's classification, the CITY shall post such opening on the bulletin board for a period of five (5) days (Saturdays, Sundays and holidays excluded). During such five (5) day period, employees who have completed their probationary period may bid for such job or vacancy by presenting to the Director or his designated representative, a written and signed notification of their desire to be considered for appointment to the vacancy. No member of the bargaining unit shall be eligible to promote to the position of Lieutenant or Captain.

The appointment to a vacancy in the Bargaining Unit among applicants shall be in accordance with the following procedure:

- (a) Eligibility Requirements. The minimum eligibility requirements for established positions are as follows:

DETECTIVE: Four (4) years in the Patrol Officer classification with the CITY, or not less than five (5) years in the bargaining unit with not less than two (2) years in the Patrol Officer classification with the CITY.

SERGEANT: Four (4) years in the Patrol Officer classification with the CITY, or not less than five (5) years in the bargaining unit with not less than two (2) years in the Patrol Officer classification with the CITY.

- (b) Written Examination. Eligible employees who bid for a job shall be allowed to take a written examination which shall be practical in character and designed to fairly and fully test the comparative merit and fitness of the persons examined to discharge the duties of the positions sought by them. The passing score for all examinations shall be established prior to the examination being given. Only those applicants who pass the written examination will be eligible to complete the promotional selection procedure. The written examination shall constitute up to a maximum of thirty-five (35) points of an applicant's total final score.

- (c) Promotional Potential Evaluation Form:

(1) Sergeant's Position. An employee's performance potential, for the position of sergeant, shall be evaluated by all supervisory personnel (sergeants, lieutenants). Upon completion of all forms, the highest and lowest evaluations shall be discarded and the remaining evaluations shall then be combined and averaged to obtain a final score. The rating shall constitute a maximum of twenty (20) points of an applicant's total final score.

- (d) Seniority. Each applicant shall receive points for each year in the Patrol Officer, Sergeant, and/or Detective classification:

Each applicant shall receive .5 points for each full year of classification seniority as of the time of the written exam to a maximum of 10.0 points total.

- (e) Oral Board Test. The Oral Examining Board shall be appointed by the Director and shall consist of not less than three (3) law enforcement officers of a rank equal to or greater than that for which application is made, who are not employees of the CITY. The names of the Oral Examining Board members shall be posted at least fifteen (15) days prior to the oral interviews. Any applicant who has reason to believe a Board member might not be impartial shall immediately set forth his reasons in writing and

deliver them to the Director. Only members of the Oral Board and the applicant shall be present during the oral interviews. The ability of applicants who qualify for the Oral Board Examination to perform the duties of the job classification for which they have made application shall be compared through consideration of the following criteria:

1. Education and experience.
2. Discipline and commendations.
3. Participation in departmental training programs.
4. Sick leave record.
5. Physical fitness of the applicant.
6. Other relevant matters in the Oral Examining Board's discretion.

The average score obtained by an applicant before the Oral Examining Board shall constitute up to a maximum of thirty-five (35) points of the applicant's total final score.

- (f) Eligibility Lists. The final score of each applicant shall be determined and shall be placed on an eligibility list ranging from the highest score through the lowest. The total score under each Section of the promotional procedure shall be provided to each applicant. The City Manager shall fill any permanent vacancy by selecting from among the top three (3) employees on the eligibility list. The eligibility list shall remain in effect for a period of one (1) year from the date of posting or until such time as less than three (3) names appear on the list. If, upon completion of the promotional procedure, an eligibility list contains less than three (3) names, the City Manager may appoint from the list or reduce the eligibility requirements and/or conduct a new examination as defined in subparagraph (b) above.
- (g) An employee who is promoted to a higher classification (except Patrol Officer) will be considered probationary for a period of six (6) months. During the probationary period, if the employee's performance is unsatisfactory, the employee may be returned to his former classification with no loss of seniority. However, a return to the former classification shall not be available to probationary employees discharged for cause.

Within the first six (6) months from the date of promotion, an employee may also request to return voluntarily to his former classification with no loss of seniority.

Section 8 - Temporary Transfers: The CITY shall have the right to temporarily transfer employees, irrespective of their seniority status, from one job classification to another within the Police Department to cover for employees who are absent from work due to pass

days, illness, accident, vacations or leaves of absence for the period of such absences. The CITY shall also have the right to temporarily transfer employees, irrespective of their seniority status, from one job classification to another within the Police Department to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) calendar days in any twelve (12) month period, unless otherwise mutually agreed by the Association and the City. It is understood and agreed that any employee within the Unit temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred.

Section 9 - Appointments to Special Assignments: In order to insure that each interested officer is considered for appointment by the Director to any new special assignment, special unit or any school or seminar, a notice that such appointment is to be made shall be posted unless training is involved that relates to the type of work when being performed by an officer. Such notice shall give interested employees at least two regularly scheduled working days to give written notice to the Director of a desire to be considered for the assignment, and of any special qualifications that the employee may possess. The Director's judgment shall be final when he makes the appointments.

Section 10 - Promotions Outside the Bargaining Unit. An employee who has been in the past, or who will be in the future, promoted to a position outside the bargaining unit, but within the Police Department, shall accumulate seniority while working outside the bargaining unit. If the employee requests to be returned to the bargaining unit during the period of one (1) year following the date of his promotion or is demoted back into the bargaining unit represented by the ASSOCIATION, he shall commence work in a job similar to the one he held at the time of his promotion. This provision shall not apply to any officer appointed to the position of Director. Upon appointment to the position of Director, the officer's departmental seniority shall terminate.

#### ARTICLE IX - LEAVES OF ABSENCE

Section 1 - Personal Leave of Absence: The CITY may grant a leave of absence for personal reasons without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the CITY, such employee can be spared from his work. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar days, but may be extended for not more than thirty (30) calendar day increments. If, during the period of such leave of absence, the employee desires to maintain his insurance in effect, the premium for such insurance shall be paid in advance by the employee to the CITY.

Section 2 - Medical Leave of Absence: An employee who, because of pregnancy, illness or accident, is physically unable to report for work, shall be given a leave of absence without pay and without loss of seniority for a period of time equal to his length of seniority up to a maximum of twenty-four (24) months. If, during the period of such leave of absence, the employee desires to maintain his or her insurance in effect, the premium for such insurance shall be paid in advance by the employee to the CITY. The employee shall supply the CITY with a certification from a medical doctor of the necessity for such absence, or the

continuation thereof, when the same is requested by the CITY. If the CITY questions the medical certificate, it may require such employee to submit to a physical examination by the CITY doctor and the CITY shall pay its doctor and all fees and bills as a result of such physical examination. If, after such examination, the CITY'S doctor does not agree with the employee's doctor's decision that the employee is physically unable to report for work, then the CITY'S doctor and the employee's doctor shall mutually agree upon a third doctor; and the decision of the two (2) doctors out of three (3) herein mentioned shall be final and binding on the CITY and the employee. The fees and bills incident to the third doctor shall be paid jointly by the CITY and the employee.

Section 3 - Funeral Leave: Employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost during the regularly scheduled work week, not to exceed three (3) days to make arrangements for and attend the funeral of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee for any reason would have been absent from work. The three (3) days above referred to shall be three (3) consecutive calendar days ending with the day of the funeral and to be eligible for such pay the employee must notify the CITY as soon as possible of the necessity for such absence, must attend the funeral, and, if requested by the CITY, must present proof of death. If there are unusual circumstances, such as a great distance to be traveled to the funeral, the Director may allow an additional one or two calendar days.

- (a) Immediate family shall be defined as the employee's current spouse, mother, father, child, stepchild, brother, sister, grandfather, grandmother, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, or other unspecified relatives if they live in the employee's household.

Section 4 - Injury Leave: Whenever an employee is incapacitated other than permanently incapacitated as a result of an injury resulting from his work while on duty as a result of his employment with the CITY, he shall be entitled to his regular pay for the first one hundred twenty (120) working days that he is unable to perform his work, less any Worker's Disability Compensation payments. During such one hundred twenty (120) working day period, if the employee is able, he shall perform any meaningful work, preferably in the police department, that is available with the CITY. After the one hundred twenty (120) working day period he may then use his accumulated sick leave credits so that when combined with his Worker's Disability Compensation benefits he will continue to receive his regular pay. After the one hundred twenty (120) working day period, the employee on an injury leave will not accrue vacation or sick leave benefits, but will continue to accrue seniority. It is understood and agreed that the definition of regular pay shall be 80% of the employee's gross daily salary for those days for which the employee is receiving Worker's Disability Compensation benefits. The CITY will pay the hospitalization insurance for employees and dependents on any injury leave for a maximum period of one (1) year following the date of injury.

Section 5 - Jury Duty. The CITY agrees that when a member of the bargaining unit is called for jury duty he should not lose financially because of such duty. The CITY therefore agrees that it will schedule the employee for the day shift during such jury duty and will pay to such employee the greater of the following, providing he is regularly scheduled to work on each day he performs jury duty:

- (a) The pay earned by the employee for hours worked by him that day, or
- (b) The difference between what the employee received as pay for jury duty and eight (8) hours' pay at his straight time rate of pay.

An employee shall report promptly to work when he is excused from jury duty, provided he is excused during his regularly scheduled shift. Failure of the employee to so report shall cause him to forfeit all right and claim to jury pay under this section. This section does not apply to employees who volunteer for jury duty.

#### ARTICLE X - SICK LEAVE

Section 1 - Accumulation of Sick Leave: Employees shall accumulate sick leave on a cash basis equivalent to eight (8) hours per month for each completed month of service. Unused sick leave shall accumulate from year to year on an unlimited basis.

- (a) When an employee is entitled to sick leave, he shall be paid sick leave in one (1) hour increments up to a maximum of eight (8) hours for each duty day missed while on sick leave.
- (b) Sick leave shall be retroactive to July 1, 1971. Such sick leave accumulation shall be computed on the basis of eight (8) hours per month, minus sick leave used since July 1, 1971.
- (c) Upon death or retirement, an employee shall be entitled to payment for up to a maximum of one thousand six hundred (1,600) hours of his unused sick leave that has been accumulated since July 1, 1971. The payment for each hour of such accumulated unused sick leave shall be on the basis of fifty percent (50%) of the employee's straight time hourly rate of pay.
- (d) Employees should schedule all non-emergency medical or dental appointments during off-duty hours whenever possible. When it is not possible, the employee may utilize sick leave for the time necessarily lost from scheduled work due to attending the medical or dental appointment.
- (e) An employee may use sick leave in the event of the birth of a child or family illness, provided that he/she does not use more than five (5) consecutive work days or fifteen (15) work days in any twelve (12) month period.

The CITY may require a medical certificate to justify the granting of sick leave.

## ARTICLE XI - WAGES

Section 1 - Salary Schedule: For the life of this Agreement, the salary schedule set forth in Appendix "A" attached hereto and by this reference made a part hereof, shall remain in full force and effect.

Section 2 - Overtime: Overtime will be paid at the rate of one and one-half (1½) times the regular hourly rate of pay for all assigned work performed beyond the regular shift or the regular work week to the nearest computed tenth of an hour. This provision shall not apply to hours worked as a result of traded time or working pass days as provided in Article XI, Section 3 below. An employee's regular hourly rate of pay shall be determined by dividing his annual salary, as given in Appendix "A", by 2,080. There shall be no pyramiding of overtime.

- (a) In lieu of receiving overtime pay under this section, an employee may elect to bank compensatory time at the rate of one and one-half (1 1/2) hours of compensatory time earned for each hour of assigned work performed beyond the regular shift or the regular work week, to the nearest computed tenth of an hour. This compensatory time may be used at a future date as mutually agreed upon by the employee and the Director. An employee may utilize his compensatory time off only with the prior consent of the Director, who will allow the time to be taken unless it would result in a staffing shortage or the use of overtime to pay another employee to work for the employee using compensatory time. Each such hour used by an employee shall be deducted from his compensatory time bank.

Section 3 - Court Appearances: When, as a result of performing his duties as a police officer, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half his regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency computed to the nearest tenth of an hour, whichever is greater. The payment for time necessarily spent shall not include the first hour of any lunch recess taken by the court or administrative agency. An employee's regular hourly rate of pay shall be determined by dividing his annual salary, as given in Appendix "A", by 2,080. As a condition of receiving such payment, the employee shall assign his court or administrative agency appearance fee to the CITY, if he receives one. The two (2) hour minimum shall not apply if the court appearance or appearance before an administrative agency occurs during the two (2) hour period immediately prior to the time an officer was scheduled to report for duty provided that the officer is compensated for the time from the start of his appearance to the start of his shift, nor shall it apply to the two (2) hour period following his scheduled duty hours provided the officer is compensated from the end of his shift to the end of the appearance.

Section 4 - Call-In Pay: When an employee is called in to work, other than for training sessions or departmental meetings, at a time other than for his regularly scheduled shift, such employee shall be paid a minimum of two (2) hours at one and one-half (1½) times his regular hourly rate of pay or for the actual time necessarily spent computed to the nearest

tenth of an hour at one and one-half (1½) times his regular hourly rate of pay, whichever is greater. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time and who may be retained after their regular quitting time, nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift but who continue to work their regular shift thereafter.

Section 5 - Training Sessions or Departmental Meetings: When an employee is directed to attend a departmental meeting or training session during a time other than his scheduled shift, he shall be paid or shall receive comp time, at the employee's discretion, at the rate of one and one-half (1½) times his regular hourly rate of pay for the time actually expended at such meeting or session with a guaranteed minimum of one (1) hour. If an employee requests to attend a training session during a time other than his scheduled shift, the employer may ask the employee to sign a waiver acknowledging that the employee will receive comp time, not overtime, for attending such training.

For training seminars, employees will be compensated only for time lost from regularly scheduled work as a result of attending the training unless other arrangements are agreed upon in advance with the Director. Required attendance at a conference that occurs on an off-duty day will be compensated for travel time and time spent at the conference up to a maximum of eight (8) hours per day. The CITY agrees to change days off so that such conferences occur during duty time whenever possible.

Section 6 - Pay for Temporary Transfers: When an employee is temporarily transferred from the classification of Patrol Officer to Sergeant, the employee shall receive the difference in pay between his/her regular rate of pay and the starting rate of pay for a Sergeant, provided that the temporary transfer is for the convenience of the CITY and is not required because of the trading of duty days or the working of pass days.

Section 7 - Travel Expenses: Employees shall be reimbursed pursuant to City policy for authorized travel in their personal vehicle and shall be reimbursed for reasonable and necessary expenses for lodging when an overnight stay is required and for food when travel of more than twenty (20) miles from the City is required.

## ARTICLE XII - HOURS OF WORK

Section 1 - Hours of Work: The hours of each shift and procedure for rotation of employees on the various shifts shall remain as they existed prior to the execution of this Agreement, unless the Director determines that a condition exists which requires alterations in the existing procedure.

- (a) Overtime work will be assigned on a voluntary basis whenever practicable, however, the CITY reserves the right to require individual employees to work overtime when in its judgment such work is necessary.

(b) The shift hours in effect upon the execution of this Agreement are as follows:

Shift 1 11:00 p.m. to 7:00 a.m.

Shift 2 7:00 a.m. to 3:00 p.m.

Shift 3 3:00 p.m. to 11:00 p.m.

Section 2 - Training Sessions: The CITY and the ASSOCIATION recognize the necessity for on-the-job training. The CITY shall plan training programs and may require the attendance of the employees at the training sessions. The CITY agrees not to schedule training sessions on Friday evening, Saturday, Sunday, or holidays, except when in the Director's judgment there is no reasonable alternative for scheduling the training.

Section 3 - Trading Time: Subject to departmental rules or regulations as may be established from time to time by the Director, employees will be allowed to trade duty days with other employees and to work pass days, provided that it has been approved in advance by the Director, or in his absence, the employee's Shift Supervisor.

Section 4 - Lunch and Breaks: Employees shall be entitled to a twenty (20) minute break period during the shift. During such break, the employees must remain in radio contact and respond immediately to emergency calls, and at the end of the break to non-emergency calls. Employees shall be entitled to a thirty (30) minute lunch period at or near the midpoint of their shift. The timing of such break and lunch period shall be arranged by the immediate supervisor. It is understood and agreed that the timing of the break and lunch period may vary depending on the nature of the work being performed by the employee at the time, it being recognized that under certain conditions, it will be impossible for an employee to take a break period until the urgent aspect of an assignment has been completed. All break and lunch periods shall be taken in the City of St. Joseph, Michigan, unless otherwise approved by the Shift Supervisor.

### ARTICLE XIII - VACATIONS

Section 1 - Eligibility and Allowance: Vacation shall be credited as of December 31, 1981, on the basis set forth in the 1978-81 Agreement. Full-time employees shall thereafter accrue vacation as follows:

<u>Continuous Service</u>	<u>Monthly Credit</u>	<u>Annual</u>	<u>Maximum Accumulation</u>
0 - 5	1 day	12	18
5 - 10	1¼ days	15	22½
10 - 15	1½ days	18	27
15 - 20	1¾ days	21	31½
20 or more	1¾ days	21	36

Section 2 - Vacation Scheduling: The Director shall determine the number of employees that may be off duty on vacation on any day and may cancel scheduled vacation day(s) if required by the needs of the department. Vacations scheduled in weekly increments shall be on the basis of not more than one (1) employee per shift, unless otherwise approved by the Director due to extraordinary vacation plans.

Section 3 - Termination of Employment: If an employee who is otherwise eligible for vacation with pay quits after giving two (2) weeks prior notice or is discharged or retires, such employee shall receive along with his final paycheck, the unused vacation pay for which he qualified as of the end of the preceding month and pay for unused compensatory time earned.

Section 4 - Vacation Accrual: As long as an employee's seniority has not terminated, he shall be entitled to vacation accrual for each month, provided he has actually worked or been on paid leave for at least one hundred twenty (120) hours during the month. Employees who fail to satisfy this requirement shall receive vacation prorated to the nearest one-quarter (1/4) day.

#### ARTICLE XIV - HOLIDAYS

Section 1 - Definition: The following days are designated as holidays under this Agreement: New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve.

Section 2 - Holiday Pay: Employees who are regularly scheduled to work on a day that is celebrated as a holiday, but not required to work, shall continue to receive their regular salary. Employees scheduled to work on a day celebrated as a holiday and who are required to work, shall receive in addition to their regular salary, their regular straight time hourly rate of pay for each hour actually worked on the holiday to a maximum of eight (8) hours for a full day holiday. Employees not regularly scheduled to work on a day celebrated as a holiday shall receive holiday pay as if they had actually worked on a holiday.

- (a) In lieu of receiving the eight (8) hours of holiday pay under this section, an employee may elect to bank eight (8) hours of compensatory time off to be used at a future date as mutually agreed upon by the employee and the Director. An employee may utilize his compensatory time off only with the prior consent of the Director, who will allow the time to be taken unless it would result in a staffing shortage or the use of overtime to pay another employee to work for the employee using compensatory time. Each such hour used by an employee shall be deducted from his compensatory time bank.

Section 3 - Eligibility: In order to receive the holiday pay referred to above, an employee must have actually worked during the period of the thirty (30) calendar days which preceded the date celebrated as a holiday unless failure to work during such thirty (30) calendar day period is due to a regularly scheduled vacation. Additionally, an employee not

scheduled to work on a holiday must have worked his last regularly scheduled working day before and his last regularly scheduled working day after the holiday, unless on either or both days he is excused from work. Employees scheduled to work on a holiday must actually work the holiday or be excused from work in order to be entitled to holiday pay.

#### ARTICLE XV - LONGEVITY

Section 1 - Longevity Bonus: The longevity payment shall be on the basis set forth below. Each full-time permanent employee who is employed by the CITY on December 1st and has completed one (1) year of continuous service will receive annual longevity pay, payable by December 15:

- (a) Longevity pay for Patrol Officers and Detectives will be calculated as 0.18 percent (.0018) of the employee's annual base wages and holiday pay, calculated at the employee's then-current rate of pay, times years of continuous service. The calculation shall not include overtime pay, shift command pay, or other compensation.
- (b) Longevity pay for Communications Specialists will be calculated at 0.20 percent (.0020) of the employee's annual base wages and holiday pay, calculated at the employee's then-current rate of pay, per year of continuous service. The calculation shall not include overtime pay, shift command pay, or other compensation.

As long as an employee's seniority has not been terminated as of the 1st day of December of any year, such employee shall be eligible to receive longevity pay, provided he has actually worked at least one thousand (1,000) hours during the twelve (12) month period preceding the December 1st qualifying date.

#### ARTICLE XVI - HOSPITALIZATION AND LIFE INSURANCE

Section 1 - Hospitalization Insurance: The current hospitalization plan will remain in effect until July 25, 1998, at which time the following section will come into effect: The CITY agrees to pay the cost for employee and dependent coverage for the Blue Cross and Blue Shield CMM-ECS group health insurance plan. The CITY reserves the right to substitute insurance carriers provided that substantially equivalent benefits are maintained and the carrier is authorized to transact business in the State of Michigan. Prior to any change in carriers, the CITY agrees to meet with the ASSOCIATION to review the benefits being provided by the new carrier and to compare them with the level of benefits then in effect. Coverage for employees newly hired or newly promoted into the bargaining unit shall begin on the date of hire.

- (a) The CITY agrees to pay the cost for employee and dependent coverage for a prescription drug insurance program with a Ten Dollar (\$10.00) co-pay provision.

- (b) For each employee, the CITY will pay the cost of a physical examination once every year. This examination will consist of a blood test, chest x-ray, urine test, and other normal, general physical tests required by the doctor. The employee will submit the cost of the physical to the health insurance provider, and the City will reimburse the employee the portion not covered by insurance. The results of all such tests will be made available to the City.

Section 2 - Dental and Optical Insurance: Beginning July 25, 1998, the CITY agrees to pay not more than \$30.00 per month per employee toward the cost of the Blue Cross/Blue Shield B dental and A-80 optical insurance plans. The ASSOCIATION recognizes that any excess expenses will be paid by ASSOCIATION members through payroll deductions.

Section 3 - Life Insurance: A life insurance policy in the amount of Twenty Five Thousand Dollars (\$25,000.00) with double indemnity for loss of life shall be provided each full-time permanent employee after completion of the qualification period. Upon retirement all CITY-paid life insurance benefits shall be terminated.

Section 4 - Layoff: When an employee is laid off, the CITY shall continue to provide the hospitalization and life insurance benefits for three (3) months or until the laid-off employee obtains coverage under another life and hospitalization insurance plan, whichever period is shorter. After the expiration of the three (3) month period, then to the extent permitted by the provisions of the insurance policies, a laid-off employee may continue the benefits in effect by paying the premium to the CITY in advance of its due date.

## ARTICLE XVII - RETIREMENT SYSTEM

Section 1 - Retirement Plan: The CITY agrees to maintain the City of St. Joseph Employees' Retirement System for patrolmen and detectives, as follows:

- (a) The benefit available to employees retiring on or after July 1, 1985 shall be based upon two and one-half percent (2.50%) of final average compensation for the first twenty-five (25) years of credited service.
- (b) Employees who have attained fifty (50) years of age and completed twenty-five (25) years of service shall be eligible to retire and receive a normal retirement benefit.
- (c) Employees terminating employment after twenty-five (25) years of service, but before attaining fifty (50) years of age shall qualify for a deferred retirement benefit payable at age fifty (50). Employees terminating employment after accruing ten (10) years of service, but before accruing twenty-five (25) years of service shall be eligible for a deferred benefit payable at age sixty (60).

- (d) For employees retiring the calculation of final average compensation shall be on the basis of the highest consecutive three (3) of the last five (5) years. The definition of final average compensation shall exclude any lump sum payments made by the CITY for compensatory time or pursuant to the provisions of the sick leave program.
- (e) Upon retirement, an employee shall be entitled to credited service for fifty percent (50%) of up to one hundred twenty (120) days of accumulated unused sick leave that has been accumulated since July 1, 1971. The maximum amount of credited service granted for accumulated sick leave shall be twelve (12) weeks.
- (f) Employee contributions to the retirement plan shall be six and one-half percent (6½%).
- (g) Upon retirement, the City will pay fifty percent (50%) of the health insurance premium for the retiree and his/her current spouse at the time of retirement, to age 65, provided that the retiree pays the other fifty percent (50%).

Section 2 - Communications Specialist: Communications Specialists shall continue to be subject to the same retirement program to which they belonged as of July 1, 1987. All the terms and conditions of that program shall continue to apply to persons employed as Communications Specialists, except that the benefits available to Communications Specialists retiring after July 1, 1996 shall be based upon 2.25% of final average compensation. The pension contribution paid by Communications Specialists will be calculated at four percent (4%) of pay.

#### ARTICLE XVIII - MISCELLANEOUS

Section 1 - Clothing: The CITY agrees to furnish at no cost to employees summer and winter uniforms and to provide replacement uniforms for garments damaged or worn out in the course of duty. Additionally, the CITY agrees to continue its practice of providing police "leathers", guns and "duty" ammunition. Guns and ammunition shall be approved by the Director.

- (a) Effective July 1, 1998, the CITY agrees to contract with a dry cleaning company, which is located within the City of St. Joseph, of the ASSOCIATION's choice to allow employees to charge to the CITY the cost of cleaning duty uniforms, up to a maximum of two hundred dollars (\$200) per year per bargaining unit member. This amount shall be calculated as a departmental maximum, and shall not be used as a limit on the expenses associated with an individual employee.
- (b) The City agrees to make space available in City Hall which officers may use as a pickup/drop-off point for the dry cleaning of duty uniforms.

Section 2 - Departmental Rules and Regulations: The CITY shall have the right to make such rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and effective operation of the department and to require compliance therewith after notice to the ASSOCIATION and affected employees. Any complaint relative to the reasonableness of any such rule or regulation may be considered a grievance and is subject to the Grievance Procedure contained in this Agreement.

Section 3 - Personnel Files: An employee shall have the right to inspect his official personnel record wherever kept. Inspection shall be during regular business hours of the respective repository and be conducted under the supervision of the Director. Said employee shall have the right to make duplicate copies for his own use at his own expense. No records, reports, investigation, evaluations or similar data belonging in the personnel file or medical file shall be hidden from an employee's inspection.

- (a) An employee shall have the right to include in his personnel record and in any other file kept by the department a written refutation of any material he considers to be detrimental and to request its removal.
- (b) Employees may inspect their personnel file upon retirement with a pension benefit immediately payable, and nothing derogatory in nature shall be inserted in such files after the date of such retirement without a copy being mailed to the employee's last known address on record with the CITY.
- (c) The department need not comply with the above provisions for inspection in those areas where there is a current investigation of the officer.
- (d) The home address, phone number and picture of an employee shall not be released to the news media or the general public without written authorization from the employee involved.

Section 4 - Subcontracting: The CITY'S intention is to use employees covered by this Agreement for police work. In order to accomplish this goal or when required by sound economic conditions, the CITY retains the right to subcontract work or assign work currently performed by employees covered by this Agreement to other CITY employees. A special conference shall be held for the purpose of discussing any proposed change and the effects of the proposed change on bargaining unit employees. Such discussion will be taken into consideration prior to a final decision being made.

Section 5 - Residence Requirements: All non-probationary employees are required to live within that part of Berrien County which lies North of Browntown Road extended East and West to County lines. Those employees who, as of July 1, 1976, live outside these limits will not be required to comply with this residence requirement.

Section 6 - Bulletin Board: The CITY shall provide a bulletin board upon which the ASSOCIATION shall be permitted to post notices concerning ASSOCIATION business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 7 – Educational Assistance. The City will provide educational assistance to all eligible regular full-time employees not covered by a collective bargaining agreement, immediately upon assignment to an eligible employment classification. To maintain eligibility employees must remain on the active payroll and perform their job satisfactorily through completion of each course.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position with the City in order to be eligible for educational assistance. The City has the sole discretion to determine whether a course is so eligible. This program applies to elective educational programs only: the City will pay the full cost of licenses and certifications that it requires employees to acquire or maintain, or which are required by statute for the employee's current duties. The employee should obtain permission to take the course before registering, to be certain the City approves the course for the educational assistance program. Employees should contact the Personnel Department for more information or questions about educational assistance.

The City will contribute one-third the cost of tuition, books, materials, and fees of a qualifying course after the employee provides proof of registration, and an additional one-third the cost after the employee presents proof of satisfactory completion. "Satisfactory completion" shall mean completing a class with a grade of "C" or better if so graded, or "satisfactory" or equivalent if the course is graded only as "pass/fail". Application and registration fees will be included in this amount, although indirect expenses--such as mileage, meals, or child care--will not be considered for reimbursement. When used textbooks are reasonably available, the employee shall purchase them in preference to new textbooks. The employee will provide receipts or other proof of qualifying expenses. Total reimbursement shall not exceed \$1,000 for expenses incurred during any fiscal year. Payment will be made directly to the employee.

If an employee should voluntarily leave City service within two years of completing a class for which the employee has received reimbursement, the employee will be required to repay the City's contribution for that class.

In instances where the employee's regular work schedule would make it difficult or impossible to attend classes, the City is willing to consider alternative scheduling. However, it may not be possible to accommodate the employee in every instance. The City will not ordinarily allow alternative scheduling in instances where it would create an overtime situation. Moreover, the City reserves the right to refuse to reimburse an employee for a class if the employee creates an overtime situation for the City by using vacation time or compensatory time to attend the class.

Section 8 – Job Descriptions and Evaluations. The City may establish job descriptions from time to time for bargaining unit positions, and will work with the Association to do so. The City may evaluate employees, but shall not use those evaluations to establish or as part of a "merit" pay system.

Section 9 - Separability and Savings Clause: In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XIX - DURATION

Section 1 - Duration: This Agreement shall become effective on the 29th day of June, 1998, and shall remain in full force and effect to and including the 30th day of June, 2002. This Agreement shall be extended on July 1, 2002, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the CITY and the ASSOCIATION shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 16<sup>th</sup> day of June, 1998.

ST. JOSEPH POLICE OFFICERS  
ASSOCIATION, A DIVISION OF  
THE POLICE OFFICERS LABOR COUNCIL

Dale J. Easton  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

James Quinn  
Field Representative

CITY OF ST. JOSEPH

By: Frank L. Walsh  
Frank L. Walsh  
City Manager

**APPENDIX A**  
**Salary Schedule**

<u>Classification</u>		<u>Effective</u> <u>July 1, 1998</u>	<u>Effective</u> <u>July 1, 1999</u>	<u>Effective</u> <u>July 1, 2000</u>	<u>Effective</u> <u>July 1, 2001</u>
Patrol Officer	Start	\$25,774.79	\$ 26,535.14	\$ 27,331.20	\$ 28,151.14
	6 Months	\$27,806.16	\$ 28,626.44	\$ 29,485.23	\$ 30,369.79
	1 Year	\$29,836.39	\$ 30,716.57	\$ 31,638.06	\$ 32,587.20
	18 Months	\$31,866.64	\$ 32,806.70	\$ 33,790.91	\$ 34,804.63
	2 Years	\$33,896.87	\$ 34,896.83	\$ 35,943.74	\$ 37,022.05
	30 Months	\$35,927.12	\$ 36,986.97	\$ 38,096.58	\$ 39,239.48
	3 Years	\$37,958.49	\$ 39,078.26	\$ 40,250.61	\$ 41,458.13
	Detective	\$39,716.30	\$ 40,887.93	\$ 42,114.57	\$ 43,378.00
Communications Specialist	\$24,525.67	\$ 25,249.17	\$ 26,006.65	\$ 26,786.85	
Specialist	Start				
	6 Months	\$25,077.31	\$ 25,817.09	\$ 26,591.61	\$ 27,389.35
	1 Year	\$25,628.96	\$ 26,385.01	\$ 27,176.56	\$ 27,991.86
	2 Year	\$26,733.39	\$ 27,522.02	\$ 28,347.68	\$ 29,198.11
	3 Year	\$27,836.68	\$ 28,657.86	\$ 29,517.60	\$ 30,403.13

**APPENDIX B**  
**Overtime Letter of Agreement**

It is agreed that the filling of overtime work will be accomplished as follows:

**GENERAL STATEMENTS**

When circumstances warrant, the shift supervisor has the authority to call in additional personnel to assist shift staffing.

**LAST MINUTE OVERTIME CALL IN PROCEDURE**

There will be a list maintained at the dispatch area to be utilized during calls for overtime fill in. The list will consist of officers' names, time called and their answer. This list will be attached to the time sheet on the day that it was found necessary to be used.

If the fill in involves a dispatch position, it shall be first offered to the on duty dispatcher and then to the off duty dispatchers. If it is still not filled, it shall then be offered to the patrol division and then to the Sergeant's, in the same order.

If it is a dispatcher's scheduled day off and a patrol or Sergeant calls in sick, it shall first be offered to off duty dispatchers. If it involves a Sergeant with a dispatcher working, then it shall be offered to Sergeant's first. If it is a patrol position with a dispatcher working, then it shall be offered to patrol officers first.

The on duty shift supervisor will ask for volunteers on his shift to work the immediate four hours after their shift. Officers working the following shift will be called to see if anybody would volunteer coming in four hours early to cover the fill in needed.

When all on duty personnel decline, then all eligible off duty personnel will be called in order of lowest amount of accumulated overtime plus accumulated comp time.

In the event that all personnel turn down the overtime, the officer from the on duty shift having the lowest amount of accumulated overtime plus accumulated comp time will be assigned to work. The officer may be assigned to the immediate four hours following his/her regular shift: The supervisor of the shift needing overtime will notify the supervisor of the on coming shift and it will be his/her duty to appoint the officer scheduled to work the on coming shift who has the lowest amount of accumulated overtime plus accumulated comp time to come in up to four hours early to cover the fill in slot. No officer will be assigned to work in the situation described above for two consecutive working days.

*Example:* Person calls in sick for 3-11 shift, there are no volunteers and no one accepts the overtime, the officer from the day shift with the least amount of accumulated overtime plus accumulated comp time will be assigned to work from 3-7 and the officer from the 11-7 shift, who also has the least amount of accumulated overtime plus accumulated comp time will be assigned to come in at 7-11 and then work the regular assigned shift.

Police personnel calling in sick should do so as timely as possible but **MUST** call in not less than one hour prior to the time they are to report for duty.

When the overtime needed is for a dispatch position then the procedure is as follows:

1. The duty dispatcher will be offered the opportunity for fill in.
2. All off-duty dispatchers will be offered the opportunity.
3. The overtime will be offered to officers on duty.
4. It will then be offered to off-duty officers.
5. In the event that fill in has not been obtained, the officer with the lowest accumulated overtime plus accumulated comp time, working the shift preceding the needed overtime will be assigned to work the immediate four hours after their own shift. The supervisor of the shift needing overtime will notify the supervisor of the on coming shift and it will be his/her duty to appoint the officer scheduled to work having the least amount of accumulated overtime plus accumulated comp time to come in four hours early.

#### **REGULAR POSTED OVERTIME**

Overtime posted for vacations, schools, etc. will be posted on an as needed basis.

Sign up for overtime will be first come, first serve situations.

Officers will not be allowed to sign up for another officer for any overtime.

If the overtime is not filled, it will then be assigned to the officer having the lowest amount of accumulated overtime plus accumulated comp time (working or scheduled to work) from the shift preceding and following the shift needing overtime, in the manner previously described, not to exceed 12 hrs (regular shift plus any overtime).

There will be a weekly update overtime roster.

#### **GENERAL STATEMENTS**

Eight hours fill in will be posted in four hour increments. If four hours is signed up and another officer wants to take all eight hours, the officer willing to work the eight hours has precedence over the officer working the four hour slot. If both four-hour slots are filled, a third officer will not be able to bump either of those officers out of that time slot.

If the officer who should be assigned to work from an on coming shift is not available, the next officer(s) up the overtime list shall be called until one is located and assigned to work.

In the event that officers are assigned or ordered to work an overtime position, the officer being ordered to work may try to make contact with other police personnel in an attempt to get them to work in their place, however, at no time is the dispatcher to be asked to make these calls.

If the officer is successful in obtaining another officer to work in place of them when assigned to fill in, the officer must notify the duty sergeant or shift supervisor of the name of the officer taking that place.

Officers will not be assigned to work during their vacation time, except during emergency situations.

### **CERTIFIED DISPATCHERS**

Qualified certified dispatchers may sign up for any posted overtime that is not filled within 48 hours of the time that it is needed.

### **OVERTIME SIGN UP**

Overtime requesting dispatcher replacement will be open to dispatchers and then 48 hours prior to the time needed open to officers.

Overtime for a shift without a dispatcher scheduled to work shall be posted as dispatch overtime.

Patrol officer fill in requirements will be offered first to the patrol officers and then 48 hours prior to the time needed may be filled by sergeants or certified eligible dispatchers.

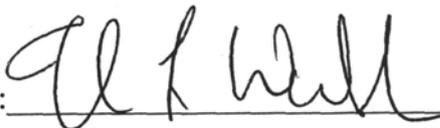
The sergeant overtime will be posted for sergeants and then 48 hours prior to the time needed may be signed up by patrol officers or certified eligible dispatchers.

Sergeants or Officer In Charge will be assigned to road patrol and not dispatch positions.

**THIS LETTER OF AGREEMENT WILL REMAIN IN EFFECT UNTIL JUNE 30, 2002, UNLESS MUTUALLY AGREED ON BY THE CITY OF ST. JOSEPH AND THE ST. JOSEPH POLICE OFFICERS ASSOCIATION.**

CITY OF ST. JOSEPH

DATE: 6/16/98

BY: 

ST. JOSEPH POLICE OFFICERS ASSOCIATION

DATE: 6/16/98

BY: Dale J. Easton