

3875

8/31/2000

AGREEMENT

between

CITY OF ST. LOUIS

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective September 1, 1997 through August 31, 2000

A. Fournier, City of St. Louis

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ARTICLE I
AGREEMENT

1.1: This Agreement entered into this 1st day of September, 1997 between the City of St. Louis, a Municipal Corporation (herein referred to as the "Employer" or the "City") and the Police Officers Association of Michigan, on behalf of the St. Louis Police Officer's Association, existing under the laws of the State of Michigan (herein referred to as "POAM" or the "Union").

WITNESSETH:

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City in its capacity as an employer, its employees, the Union, and the citizens of the City.

ARTICLE III
RECOGNITION

3.1: The City recognizes the POAM as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, for the employees of the Police Department included in the following collective bargaining unit:

All full-time police officers, all part-time police officers, all full-time police clerks, but excluding the Chief of Police and all other employees of the Police Department.

3.2: The Union and its members shall have the right to engage in all activities permitted by the laws of the State of Michigan for the purpose of collective negotiation or bargaining or other mutual aid and protection, pertaining to the conditions or compensation of their employment and their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

ARTICLE IV
REPRESENTATION

4.1: The Union shall be represented in all negotiations by a committee of the Union, comprised of the president and two (2) members, and the president shall act as chief steward. The City shall negotiate with this committee at such times as negotiations are called for under this contract. The Union may have a POAM representative present at any time.

4.2: Employees who are members of the committee shall be permitted to negotiate a working agreement and also shall process grievances without loss of pay or benefits, provided, that all such operations shall be so conducted and handled as not to interfere with the operation of the department. No more than one member of the committee shall be paid during any 24 hour period. It is agreed and understood that the function of the department is the foremost obligation of all officers, provided further that no overtime shall be paid for such meetings.

ARTICLE V
AGENCY SHOP

5.1: Any employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of the Agreement. If the conditions of this section are modified by a change in the laws, the required changes will take effect as required by the law.

5.2: Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment, whichever first occurs, shall be discharged by the Employer when requested in writing by the Union.

ARTICLE VI
DUES CHECKOFF

6.1: The City agrees to deduct the monthly Union dues or the representation fee from the pay of an employee, subject to the following:

- A. The Union shall obtain at least annually, from each employee, a completed checkoff authorization form, which shall conform to respective state and federal laws concerning that subject. The form used shall be the authorization form attached herein. The checkoff authorization form shall be filed with the payroll department, which may return an incomplete or incorrectly completed form to the Union treasurer and no checkoff shall be made until such deficiency is corrected.
- B. The Union shall provide at least thirty (30) days' written notice to the City of the amount of Union dues and/or representation fees to be deducted from the wage of an employee in accordance with this section and any further changes in said dues or fees.
- C. The Union assumes full responsibility for the disposition of the deduction so made, once they have been sent to the POAM office. All dues checkoff will be mailed directly to the Treasurer, Police Officers Association of Michigan, 28815 West Eight Mile Road, Suite 103, Livonia, Michigan 48152. POAM will notify the City in writing of the official address where all dues checkoff deduction shall be sent and the City may rely on that address until the address is again changed by written notice.
- D. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If for any reason the Employer fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- E. The Union agrees that at no time will it solicit or collect monies of any kind for the Union on Employer's time.

- F. The signed authorization form may be revoked only by written notice given to both the City and the Union.
- G. In the event a refund is due any employee for any sum deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- H. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made.
- I. Checkoff deductions under all properly executed authorization forms for checkoff of dues shall become effective at the time the application is signed by the employee and shall be deducted at the next regular payroll where deductions are made for the other employees.
- J. AUTHORIZATION FORM

To the City of St. Louis:

I hereby request and authorize you to deduct from my earnings the following:

- () An amount established by the Union as monthly due and/or assessments.
- () An amount equivalent to monthly Union dues which is established as a service fee.

The amount deducted shall be paid as directed in writing by the Union.

By:

Print Last Name First Name

Address

State Zip Code Telephone

Signature Date

ARTICLE VII
HOLD HARMLESS

7.1: The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of any deduction from an employee's pay for Union dues, fees, service charges and/or representation fees, arising out of any reliance on any list, notice, certification, or authorization furnished under this Agreement, arising out of any discharge, reassignment, demotion, transfer, layoff, disciplinary action or other similar action when said action is required by this Agreement, and arising out of any and all third party actions because of a result of this Agreement.

ARTICLE VIII
MANAGEMENT RIGHTS

8.1: The City on its own and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, the City Charter, the St. Louis Code and any modification made thereto and any resolutions passed by the City elected officials. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of material, tools, and equipment to be used, and the discontinuance of any services, material or methods or operation;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased and repaired thereof;
- C. To subcontract or purchase all work, processes or services for the construction of a new facility;
- D. To determine the number, location, station and type of facilities and installations;
- E. To decide the work functions to be performed and the amount of supervision necessary;
- F. To determine the size of the work force and increase or decrease its size;
- G. To hire, assign and layoff employees;
- H. To reduce the work week or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day and before any such action the City shall discuss the action with the Union;
- I. To permit municipal employees other than police department employees to perform bargaining unit work when in the opinion of management, this is necessary for the conduct of municipal services and all members of the Union have been offered a chance to work if available;
- J. To direct the work force, assign work, and determine the number of employees assigned to operations;
- K. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new classification;

- L. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
- M. To establish work schedules;
- N. To discipline, suspend and discharge employees for just cause;
- O. To adopt, revise and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted thereafter without notice to the Union;
- P. To select employees for promotion or transfer to supervisory or other positions with any employee having the right to refuse a promotion or transfer before it is initially accepted by the employee;
- Q. To determine the qualification and competency of employees to perform available work.

ARTICLE IX
GRIEVANCE PROCEDURE

9.1: For the purpose of this Agreement, a grievance is any dispute between the Union and the Employer or between the employees covered by the Agreement and the Employer, with respect to or concerning the interpretation or application of this Agreement or any terms or provision of the rules and regulations of the police department or the City.

9.2: All grievances shall be processed in the following manner:

- A. Step I. Grievances shall be presented by the aggrieved employee or the President of the Association promptly, and in all cases, no later than five (5) calendar days after the occurrence of the incident which gave rise to the grievance or five (5) calendar days from the time the employee or Union representative should reasonably have known he had grounds for a grievance. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or the Union with respect to those provisions, indicate the relief requested and be signed by the employee(s) affected. The grievance shall be presented to the Chief of Police or his designee. The Chief or his designee shall give his written answer within five (5) days after receipt of the grievance.
- B. Step II. If the grievance is not satisfactorily resolved at Step I, it may be appealed by submitting the grievance to the City Manager, in writing, within three (3) days following receipt of the Employer's answer in Step I. Within ten (10) days after the grievance has been submitted at Step II, the City Manager shall schedule a meeting with the President of the Union. Either party may have outside representatives present, if desired, but only if the other party is notified

at least 48 hours in advance of the meeting. The City Manager shall deliver his written answer to the President of the Union within five (5) days after the meeting.

- C. Step III. If the grievance is not satisfactorily resolved at Step II, it may be submitted to arbitration, in accordance with the requirements herein. A request for arbitration must be made in writing within five (5) days following receipt of the City's answer to Step II. Within ten (10) days after the grievance has been submitted at Step III, the City Manager shall schedule a meeting with the President of the St. Louis Police Officers Association and Union representative to try to agree upon an arbitrator. If the parties cannot mutually agree on the selection of an arbitrator within five (5) days and the Union wishes to carry the matter further, they shall, within five (5) days file a demand for arbitration with the American Arbitration Association or the Federal Mediation and Conciliation Service and an arbitrator will be chosen in accordance with rules and regulations of the agency.

9.3: The arbitrator's powers shall be limited to the application and interpretation of the Agreement as written and any agreements made supplementary hereto, and he shall be governed at all times wholly by the terms of this Agreement and any supplementary agreements. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, specify the terms of a new Agreement and shall have jurisdiction and authority only to interpret, apply or determine compliance with provisions of this Agreement. The arbitrator shall have no authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of their Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement, or set any wage rate. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. If he finds that he has no power to rule on such a case, the matter shall be referred back to the parties without a decision or recommendation on the merits of the case. The arbitrator's decision shall be final and binding upon the Union, the City and all the employees in the bargaining unit; provided, however, either party may exercise its legal remedies if the arbitrator exceeds his jurisdiction as provided in the Agreement. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

9.4: All employees shall have the right to be represented by the President or his appointed representative at all disciplinary conferences or procedures. Notification within a reasonable time shall be given to the Union of any disciplinary action taken against any employee which results in official entries being added to his personnel file if so requested in writing by the employee being disciplined.

9.5: Saturdays, Sundays and holidays recognized by this Agreement shall not be counted under the time limits established in the grievance procedure, unless referred to as calendar days. The time limits for any step of the grievance procedure may be extended by mutual agreement. The time limits established in the grievance procedure shall be followed by the parties hereto. If the Union fails to present a grievance in time or to advance it to the next step, in a timely manner, it shall be considered to be withdrawn.

9.6: Any and all costs incurred for the purpose of arbitration shall be shared equally between the City and the Union.

9.7: The grieving employee shall attend all meetings at each step of the grievance procedure.

ARTICLE X
PUBLIC SECURITY

10.1: The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union therefore agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause whatsoever, 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 their employment or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, blue flu, sick outs, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited in this section shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the Employer. There shall be no lockouts of the employees by the City.

ARTICLE XI
NO DISCRIMINATION

11.1: The City and its non-union employees and/or the Union and all its members shall not discriminate against anyone because of age, sex, race, color, creed, country of origin, religion, surname, height, weight, veteran, or marital status, presence of a non-job-related medical condition or handicap, number of dependents, political belief, education or lack of education unrelated to job requirements, membership in the Union and/or non-membership in the Union.

ARTICLE XII
SENIORITY

12.1: Initiation. Each new full-time employee of the department (other than those who are reinstated or re-hired, pursuant to subparagraphs 12.4A, 12.4B, 12.4E, 12.10 and 12.11 below), including those who transfer from part-time to full, shall serve an initiatory period of one year from his date of hire.

12.2: Each new part-time employee of the department (other than those who are reinstated or re-hired, pursuant to subparagraphs 12.4A, 12.4B, 12.4E below), shall serve an initiatory period of two (2) years or 2000 hours of work at straight time pay whichever occurs first.

12.3: An initiatory employee shall be entitled to all rights and privileges and subject to all disciplinary procedures hereunder; provided, however, during the period of his initiation, an initiatory employee shall be subject to termination, with or without cause, at the sole discretion of the City management.

12.4: Seniority. Seniority of an employee for full or part-time benefits shall commence after the employee has completed his initiatory period and shall

be retroactive to the date of hire except as modified by Article XXII. An employee shall forfeit his seniority only for the following reasons:

- A. He resigns and is not re-employed as an employee within six (6) months of the date of his resignation; provided, however, an employee shall not accumulate seniority during any such period of resignation.
- B. He is dismissed and is not reinstated pursuant to the grievance procedure.
- C. He is absent without leave for a period of three (3) consecutive days or more. (Exceptions to this may be made by the Employer on the grounds of good cause for failure to report.)
- D. He retires.
- E. He is promoted to a position outside of the bargaining unit and remains in said position for a period greater than six (6) months. During the six (6) month period he shall retain and accumulate seniority.
- F. He is laid off for over twelve (12) consecutive months or the length of his seniority, whichever is less.

12.5: Seniority List. A seniority list shall be furnished to the Union by the City annually, if requested by the Union.

12.6: Job Vacancies. Job vacancies shall be filled and job assignments made upon the basis of seniority, provided the employee is qualified. The claim of any employee that he has been unreasonably or unjustly transferred, reassigned or denied a job opening, shall be subject to the grievance procedure.

12.7: Shift Assignments. Shift assignments shall be made by the Chief or his designee or deputy in their exclusive discretion. Vacations shall be allowed on the basis of seniority if initially requested more than 30 days before the start of the vacation. That is, the senior employee shall have choice of vacation dates unless that should interfere with the operation of the department. Any vacations requested during the 30 days before the start of the vacation will be first come, first serve basis when schedules can be adjusted and there is no interference with the operation of the department.

12.8: Just Cause. No employee shall be discharged or otherwise disciplined except for just cause. The claim of any employee that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance, including arbitration; provided, however, the discharge of an initiatory employee is not subject to the grievance procedure.

12.9: Layoff. If the Employer intends to reduce or eliminate the number of employees in a classification(s) the following procedure shall be followed:

- A. All part-time employees in the classification(s) shall be laid off first, provided that the remaining employees are qualified to perform all required jobs.

- B. Then initiatory employees in the classification(s) shall be laid off, provided that the remaining employees are qualified to perform all required jobs.
- C. If further reductions are needed, full-time employees in the classification(s) shall be laid off by inverse seniority, provided that the remaining employees are qualified to perform all required jobs.

12.10: Recall. If the Employer intends to increase the number of employees in the bargaining unit when any bargaining unit employee is on lay off, any laid off employees shall be called back in the inverse order of their lay off, provided that the recalled employees are qualified to perform all required jobs. Notification to recalled employees shall be by certified mail. Recalled employees shall contact the City within three (3) working days after the notification, to ascertain when to return to work and then they shall report to work at that time.

12.11: Bump During Lay Off. An employee who is laid off may, by written notice to the City within 48 hours of receiving the notice, bump into a lower paying classification, provided the employee bumping has more seniority than the employee being bumped and has the skill and ability to perform the job.

12.12: Promotions. Promotions shall be made by management on the basis of the qualities and abilities of the employee to handle the job, as well as seniority. Management's choice shall be subject to the grievance procedure if it is claimed to be without justification. Promotions to positions outside the bargaining unit are not subject to this section and are exclusive rights of the City.

ARTICLE XIII GENERAL CONDITIONS

13.1: Bulletin Boards. The City agrees to furnish and maintain a suitable bulletin board in a convenient place for the posting of Union notices and other materials. All postings shall be approved by the Chief who may reject a posting if it is immoral, criticizes the City (such items may be handled under the grievance procedure) or members of the City's Management structure and expresses a political, personal or derogatory view of the City.

13.2: Meetings. The Union may when necessary, hold meetings on City premises which are available by permission of the Chief or his designee. The meeting shall not interfere with the operation of the department. If any on-duty employee wishes to attend, he shall obtain written permission at least 24 hours in advance of the meeting.

13.3: Records. All records, reports and other information pertaining to a pending grievance of an involved employee shall be made available for inspection by the Union, unless the City can justify non-disclosure pursuant to the exceptions in the Michigan Freedom of Information Act and/or the Bullard-Plawecki Employee Right to Know Act. All such records and reports of the Union shall be made available to the City.

13.4: Other Meetings. The City and the Union hereby agree that they shall, from time to time, at a mutually convenient time, and on notice of either to the other, hold meetings to adjust pending grievances and discuss procedures for

avoiding future grievances, and such other issues as either may deem to improve the relationship of the parties.

13.5: Work Schedules. The work schedule shall be posted at least twenty-eight (28) days in advance of the start of the new schedule for full-time positions.

13.6: Non-Police Work. The City agrees that insofar as possible, officers of the Union will only be required to do police work, including desk duty. It is recognized, however, that officers will be expected to do the work of police clerks when no police clerk is available. It is also recognized and agreed that in times of emergency, officers will have to perform non-police functions, and requests to perform such duties under such circumstances will not be deemed to be a violation of the contract, provided that no officer shall be asked to drive fire trucks, unless he is trained to do so, and unless no driver is available in the fire department.

13.7: Residency. The approved area of residency for full-time employees is within a ten (10) mile radius of the police station. A new employee shall move into the approved area within six (6) months from the date of hire.

13.8: Other Employment. Union members shall be permitted to partake of part-time employment outside of their duties as employees, provided that such part-time employment does not interfere with their work as employees or does not reduce their efficiency as employees and provided further, that they shall not perform work of a nature or for such persons, corporations or institutions as shall present a possible conflict of interest. They shall not wear uniforms or any part of the uniform of the City or use any City equipment while doing such part-time work. It is recognized and understood that any such part-time work shall be at the sole risk and peril of the individual employee and he shall not be subject to any insurance or Worker's Compensation benefits provided by the City.

13.9: Political Activity. Union members shall not engage in City politics while they are in the employ of the City as employees. This shall not preclude their rights as citizens to otherwise participate in politics, including running for office, campaigning for candidates for office (except City office) but always without the uniform of an employee of the City. At no time shall any employee engage in any political activity and represent himself as an agent of the City or his views as an opinion of the City.

13.10: Vehicles. All police vehicles purchased by the City shall be subject to inspection as required by law and at all times meet the minimum standards as required by MIOSHA for a police vehicle used on a highway. At any time that the senior officer on duty has reason to believe a vehicle has become unsafe to drive, he shall report it to the commanding officer, setting forth the problem or otherwise informing him that the vehicle will not operate. The commanding officer shall advise the senior officer on duty what to do. If the commanding officer is unavailable, the senior officer shall decide whether the vehicle should be parked immediately and shall prepare a report setting forth all circumstances and submit it to the commanding officer as soon as possible. The police vehicles shall be equipped with: one two-way radio, adequate emergency lighting and siren, one shot gun, one cage, two riot batons, one fire extinguisher, an adequate first-aid kit, flares, air conditioning, and 60/40 split bench seats, if available.

13.11: Animals. Officers shall be expected to handle all animals, when such action is called for in the line of duty, including protecting human life, removing animals from positions of danger whether dead or alive, and in all circumstances where such handling is a part of their work as officers. Officers shall not be expected to act as dog catchers for the simple convenience of citizens and no officer shall transport dead or alive animals, except as part of the duties above, or in a situation in which a citizen has captured a stray dog and is holding it and the dog catcher is not available to obtain it, in which case the officers shall obtain the dog and put it in the City dog pound.

13.12: Break Periods. Each officer shall be entitled to a rest or break period, of fifteen (15) minutes during the first half of this shift, and fifteen (15) minutes during the second half of his shift. He shall also be entitled to thirty (30) minutes lunch period during each shift. Such breaks and lunch periods may be taken without loss of pay. However, it is agreed and understood that the first obligation of each officer is to perform his duties and be on call for such duty throughout his entire shift, regardless of whether such duty calls occur during a rest period or the lunch break. Non-performance of duty shall not be excused by reason of the fact that it was during a lunch break or during a rest period.

13.13: Uniforms and Equipment. The City shall furnish each full-time officer the following uniforms: four summer shirts, one spring or light-weight jacket, one summer hat, four winter shirts, three pair of trousers, one winter jacket, one winter baseball hat, one pair of winter leather gloves, one pair of shoes or one pair of boots, two name plates, one hat badge, one coat badge, one shirt badge, one belt, one I.D. wallet, one I.D. wallet badge and two ties.

Each part-time officer shall be furnished: one summer shirt, one summer hat, one winter shirt, one pair of trousers, one winter jacket, one name plate, one hat badge, one coat badge, one I.D. wallet, one I.D. wallet badge and one tie. Additionally, a pair of shoes will be furnished after each employee has completed five hundred (500) hours of work. The shoes will be replaced as needed.

Each full-time police clerk shall be furnished: four summer shirts, four winter shirts, three pair of trousers and one pair of footwear.

All items of uniforms and equipment supplied by the City must not be worn or used when the employee is off duty, except for the trip to and from work.

The City will replace I.D. wallets and I.D. wallet badges if worn out. The City will supply winter pile hats and extra gloves for the use of any officer on duty and the item must be returned at the end of the shift it is used. Rain coats and rubber boots shall be provided as they are now being provided. The City agrees that uniforms and equipment shall be replaced regularly, to the extent necessary to provide required protection and to maintain the neat appearance of the officer. The City further agrees to provide dry cleaning of uniforms in accordance with present practice.

13.14: Police Department Rules & Regulations. The City will provide a book of rules and regulations which will be made available to each individual employee.

13.15: Investigative Work. Officers assigned to investigative work will normally conduct investigation using police department vehicles. In the event

a department vehicle is not available, and permission is obtained from the Chief or his designee, an officer may utilize his own automobile, and will be reimbursed at the current approved I.R.S. rate per mile for the use thereof.

13.16: Guns and Equipment. The City will provide guns, handcuffs and other equipment used by police officers from time to time.

13.17: Use of Reserves & Part-Time Officers. The City shall be entitled to hire police reserves and part-time officers. Police reserves and part-time officers may be utilized by the City, provided such utilization does not deprive members of the Union of their individually assigned shifts. The City will make every attempt to have two employees working on the 4:00 p.m. to 8:00 a.m. hours, but may use reserve and/or part-time officers as well as one person per shift for any absence of an officer. The City will attempt to distribute overtime equally.

13.18: Trading Times. The existing practice of allowing employees to trade days and shifts shall be continued. If either employee would earn overtime pay as a result of trading shifts, permission must be obtained from the chief or his designee and may be denied.

13.19: Use of Officers and Clerks.

A. Any employee regularly scheduled to work for the complete period normally covered by a schedule will be considered a full-time employee for that classification. When an employee is promoted permanently to a full-time position, he will receive pay for that position based in part on the amount of time already worked while a part-time employee. That is, a full-time employee would have worked 1040 hours during six (6) months and 2080 hours during a year. If a part-time employee is promoted to full-time and he had worked more than 2080 hours, he would be paid according to the second six (6) months to second year wage schedule step. If a part-time employee is promoted to full-time and he had worked 2080 hours or less, he would be paid according to the first six (6) month wage schedule step. In either event, the employee would become eligible for the next regular step increase six (6) months after he started working as a full-time employee.

B. Any police clerk asked to work as a police officer will be paid the rate of pay for a part-time officer unless permanently promoted to a full-time officer position, in which case he would be paid the corresponding rate for a full-time officer.

C. Part-time employees will receive no benefits except worker's compensation.

D. Police clerks may be required to perform non-police clerical duties, building maintenance, and janitorial duties beyond the scope of the police department, when such duties would not interfere with the performance of their police duties. Their normal police duties will have preference over any other assignments. The non-police duties will be written down and spelled out, and a copy will be provided to the Union.

ARTICLE XIV

GENDER

14.1: Reference to the male gender shall apply equally to the female gender and vice versa. A reference to one is not intended as a discrimination of the other.

ARTICLE XV

HOURS OF EMPLOYMENT

15.1: The regular schedule for each police officer shall consist of five (5) twelve (12) hour days and two (2) ten (10) hour days in a two (2) week period, which shall average forty (40) hours a week.

The regular schedule for each police clerk shall consist of ten (10) eight (8) hour days in a two (2) week period, which shall average forty (40) hours a week.

It is the intent of this Agreement to provide each police officer with every other weekend off.

The above schedule requires four (4) full-time police officers in order to provide coverage for approximately twenty-four (24) hours per day, seven (7) days per week. If the City implements an additional shift to be worked, the police officer working such a shift shall have a regular work day of eight (8) hours, with two (2) consecutive days a week off, with the off days rotated through the days of the week. If this additional shift is created and no existing employee wants to work it, it will be filled by the least senior qualified bargaining unit member.

15.2: The above provisions in 15.1 shall not apply to the school liaison officer, in the event the City decides in its discretion to staff that position.

ARTICLE XVI

OVERTIME PAY

16.1: Overtime shall be paid for all hours worked in addition to an officer's regularly scheduled shifts only as follows.

16.2: Overtime shall be paid for all mandatory hours worked. All overtime worked shall be paid at the rate of one and one-half the regular hourly rate.

16.3: An employee called in for duty for other than his regularly scheduled shift shall be paid at the overtime rate for a minimum of two (2) hours. No minimum time will be allowed in two (2) situations. First, overtime worked immediately following a regularly scheduled shift shall not have a minimum time. Second, overtime started two (2) hours or less before the start of a regularly scheduled shift shall not have a minimum time. If overtime work started two (2) hours or less before the start of a regularly scheduled shift is completed before the start of the regular shift, the employee will report for regular duty and will not receive overtime for starting work early unless the complete regular shift is worked.

16.4: Where a fraction of an hour is worked overtime, the following schedule shall apply:

Less than 15 minutes:	No pay
Less than 30 minutes:	30 minutes
Less than 45 minutes:	45 minutes
More than 45 minutes:	60 minutes

16.5: Attendance at court and assistance to the Gratiot County Prosecuting Attorney in preparation of cases resulting from arrests made by the officer are reasons for overtime, subject to the rates and minimum times allowed.

16.6: Whenever an officer is notified to stand by for emergency duty, he shall receive two (2) hours' straight time pay for each 24 hour period.

16.7: In lieu of overtime pay, an employee may place a maximum of forty (40) hours in comp time. Comp time earned is defined as overtime hours worked, multiplied by 1.5. Comp time off is defined as regularly scheduled work time off with pay at straight time wages. A maximum of eight (8) comp time absences a year may be used. A comp time absence is defined as any uninterrupted time off which does not include an absence for any reason other than comp time, such as but not limited to a scheduled day off, a holiday, or a vacation day. A comp time absence may be as little as one (1) hour or as great as forty (40) hours. All requests for use of comp time must be approved by the Chief or his designee, at least forty-eight (48) hours prior to its use. Holiday overtime cannot be used as comp time. Comp time earned by any November 1 but not used by the following December 1 shall be paid at the employee's straight time rate.

ARTICLE XVII
HOLIDAY PAY

17.1: Full-time police officers shall receive credit for holiday pay for each of the following:

New Year's Day;	Veteran's Day;
President's Day;	Thanksgiving Day;
Easter;	The day after Thanksgiving;
Memorial Day;	The day before Christmas;
Independence Day (July 4);	Christmas; and
Labor Day;	

The officer's birthday, which must be requested in writing one (1) week before the actual day off and may be taken up to thirty (30) days before or after the actual birthday.

Full-time police clerks shall observe the following as paid holidays:

New Year's Day;	Thanksgiving;
One-half (1/2) day on Good Friday;	The day after Thanksgiving;
Memorial Day;	The day before Christmas;
Independence Day (July 4);	Christmas;
Labor Day;	The day before New Year's;
Veteran's Day;	Two (2) floating Select Holidays; and

The clerk's birthday, which must be requested in writing one (1) week before the actual day off and may be taken up to thirty (30) days before or after the actual birthday.

A Select Holiday shall be a day chosen at random by the employee and approved by the Chief of Police.

The rules in this paragraph shall apply to holidays for full-time police clerks. When one of the above holidays falls on Sunday, the following Monday will be observed as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When Christmas falls on a Saturday, the Thursday before shall be observed as the "day before Christmas" and Friday shall be observed as Christmas. When Christmas falls on a Monday, the Friday before shall be observed as the "day before Christmas." The same rules which apply to "the day before Christmas" and "Christmas" shall also apply to "the day before New Year's" and "New Year's Day."

17.2: Holiday hours are one hundred ten (110) per year for full-time police officers. Such time shall be accrued at the rate of 9.1 straight time hours for each holiday as it passes, except the day after Thanksgiving shall be 9.0 straight time hours. The total accrued time shall be paid in one check separate from an officer's regular paycheck in the first pay period after Thanksgiving of each year. The payment shall be for all of the holidays for which the officer is eligible for payment, from December 1st of the prior year through November of the current year. If a police officer's active employment is terminated or interrupted (e.g. layoff, leave of absence, etc.), he shall be paid the accrued holiday pay to the last day he worked. If a police officer is scheduled to and does work on a holiday, he shall be paid, in addition to accruing holiday pay, time and one-half for all hours worked; if a police officer is not scheduled to work but is called in to work a holiday, he shall be paid, in addition to accruing holiday pay, double time for all hours worked.

Full-time police clerks shall generally receive the holiday off and shall then receive straight time pay for the holiday as it passes. If a full-time police clerk is scheduled to and does work on a holiday, he shall be paid time and one-half for all hours worked instead of holiday pay; if he is not scheduled to work but is called in to work a holiday, he shall be paid double time for all hours worked instead of holiday pay.

ARTICLE XVIII VACATION

18.1: After completion of the initiatory period, each full-time employee shall be entitled to vacation as of the yearly anniversary date of his full-time employment in the following amounts:

1 to 4 years, inclusive	-	80 hours;
5 to 9 years, inclusive	-	120 hours;
10 to 17 years, inclusive	-	160 hours; and
18 years and over	-	200 hours.

18.2: Employees separated from City service shall be paid accumulated vacation benefits, provided two (2) weeks' written notice has been given by the employee to the City, in the event he resigns.

18.3: An employee shall be entitled to receive an advance in vacation pay if he gives two (2) weeks' written notice prior to taking his vacation.

18.4: An employee shall be permitted to accumulate vacation from time to time, up to two (2) weeks more than the annual amount allowed by this Agreement. Any vacation time accumulated in addition to this limitation will be paid to the employee at one-half the employee's regular rate of pay.

18.5 Vacation leave shall be liberally granted by the Chief of Police, with approval of the City Manager, but may be denied as requested by the employee upon consideration of the following criteria.

- A. Time of notice of request.
- B. Departmental work schedules.
- C. Availability of other officers.
- D. Seniority of requesting employee.

ARTICLE XIX
RETIREMENT

19.1: The City agrees to continue and to maintain its present C-2 Benefit Program with the Michigan Municipal Employees' Retirement System for the duration of this Agreement.

The City shall pay the cost of improving its prior benefit program with MERS to the C-2 Benefit Program, up to one (1%) percent of payroll. The balance of the cost of improving to the C-2 Benefit Program (currently approximately .53 percent of payroll) shall be paid by the participating employees.

19.2: During the sixty (60) day window period which expires on May 1, 1998, any employee who retires after reaching the age of fifty (50) years and completing twenty-five (25) years of service with the City may retire with full benefits (i.e. without any reduction for early retirement). After May 1, 1998, this paragraph shall terminate and no longer be effective.

ARTICLE XX
SICK LEAVE

20.1: Every employee covered by this Agreement shall earn ten (10) hours per month of sick leave which may be accumulated to a maximum of five hundred (500) hours. Sick leave shall be used to pay an employee's regular straight time wages after the sick time is earned. Sick leave shall be used after it is earned, for absence caused by personal illness of the employee, whether caused by disease or injury. Sick leave may be used by the employee in case of illness in his immediate family, including spouse, child, step child, parent or anyone living in the house of the employee as a member of his household, provided it can be shown that the attendance of the employee is reasonably necessary for the care of the ill person.

20.2: If on each anniversary date of an employee's employment, he would have accumulated sick leave of greater than five hundred (500) hours, one-half of the accumulated sick leave in excess of five hundred (500) hours shall be credited to the employee as additional vacation leave and the other one-half of

the said excess shall be considered excess accumulation and discharged. This additional vacation must be taken before the next anniversary date and is non-cumulative.

20.3: Sick leave may also be taken, up to a maximum accumulated by the employee, for absences because of injuries covered by Worker's Compensation and such use of sick time will be allowed by paying the employee the differences between what the employee receives from Worker's Compensation and the employee's regular take home pay. The cost of said difference will be deducted from the employee's accumulated sick leave based on the hourly rate of pay the employee receives at the time the leave is taken.

20.4: The City may require the statement of a physician or the Health Department as evidence of illness before sick leave benefits may be paid.

20.5: Two (2) sick leave days per year may be used as personal business days, if requested in writing at least ten (10) hours in advance, subject to the specific approval of the Chief of Police or his designee.

20.6: At the close of each calendar year and if requested in writing, the City shall post a list on the police bulletin board indicating the number of sick days accumulated during the past year, and the total number of days accumulated since the date of each employee's employment, and the total number of sick leave days used.

20.7: Upon death or retirement, the employee or his estate shall be entitled to be paid one-half of his accumulated unused sick leave, at the rate of pay prevailing at the time of such death or retirement.

20.8: If an employee uses all of his accumulated sick time and is still unable to return to work due to illness or injury, the employee may request in writing an unpaid sick leave for an additional six (6) months. During the unpaid sick leave the City may request and shall receive periodic doctor's reports. The employee on leave will not receive any fringe benefits or accumulate seniority.

After an employee has used all of his accumulated sick time and the unpaid sick leave of six (6) months discussed above and has exhausted any other leave he is entitled to, the employee will lose his seniority and the employment relationship with the City shall be ended.

20.9: In dealing with employees on leaves of absence, the City shall comply with the requirements of the Family and Medical Leave Act of 1993, as amended (the "FMLA").

- A. To be eligible for an unpaid family leave, an employee must have worked for the City at least twelve (12) months and at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the request for the leave.
- B. Eligible employees may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period for the birth/care of their child; for the placement of a child for adoption or foster care; for the care of their child, spouse, or parent who is suffering from a serious health condition; or because of their own serious health condition which causes them to be unable to perform their work duties. Such leave

will be without loss of seniority, and without any loss of medical, dental or life insurance benefits. The employees' share of any such group insurance coverage shall be paid by payroll deduction. If the leave is unpaid, the employees shall timely deposit sufficient monies with the City's finance director or designee as are necessary to cover their portion of the cost. The employees will be returned to their position or an equivalent position at the end of the approved leave of absence (not to exceed twelve [12] work weeks).

- C. As part of a requested leave of absence for the birth/care of a child or for the placement of a child for adoption or foster care, the employee will first be required to exhaust any accrued, available paid vacation time. If the leave request is due to the employee's own serious health condition, or for the care of a spouse, child or parent who is suffering from a serious health condition, the employee will first be required to exhaust any accrued, available paid vacation time or sick leave. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) work weeks of leave available under the FMLA, if any, will be unpaid.
- D. An unpaid family or medical leave of up to twelve (12) work weeks for the birth/care of a child, or for the placement of a child for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the date of such birth or placement for adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of that twelve (12) month period. For example, an employee who requests a leave at the start of the twelfth (12th) month (of the twelve [12] month period from the date of birth or placement) is entitled to only four (4) weeks of unpaid leave for that reason.
- E. Spouses, both of whom are employed by the City, are limited to a combined total of twelve (12) work weeks of unpaid leave during any twelve (12) month period for the birth/care of their child, for the placement of their child for adoption or foster care, or for the care of a sick parent (but not a parent-in-law). However, each employee may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period to care for the employee's child or spouse who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.
- F. Eligible employees who foresee that they will require a leave of absence for the birth/care of a child, or for the placement of a child for adoption or foster care, must notify the City Manager, the Chief, or the designee of either in writing not less than thirty (30) calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.
- G. An eligible employee who foresees the need for a leave of absence due to planned medical treatment for the employee or

the employee's spouse or child or parent should notify the City Manager, the Chief, or the designee of either in writing as early as possible, so that the absence can be scheduled at a time least disruptive to the Employer. Such an employee must give at least thirty (30) calendar days written notice unless impractical, in which case the employee will be expected to give as much written notice as circumstances allow.

- H. When the leave is necessitated by the employee's own serious health condition, or that of the employee's spouse, child, or parent, the employee must provide the City Manager, the Chief, or the designee of either with medical certification verifying the need for such leave. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before returning to work, to provide medical certification that the employee is able to resume work.
- I. Employees in an approved leave should report to the City Manager, the Chief or the designee of either every four (4) weeks regarding their status and intent to return to work upon the conclusion of their leave.
- J. Although an employee on an approved leave of absence pursuant to this Section will continue to be covered under the City's then current applicable group health, dental, or life insurance plans, an employee who fails to return to work at the end of the twelve (12) week period will be required to repay to the City the cost of the City-paid group health, dental, or life insurance benefits during the unpaid leave.
- K. To the extent that any other provision in this Agreement conflicts with this Section, the language of this Section will prevail.
- L. To the extent that any provision in this Section conflicts with the FMLA, the FMLA will prevail.

ARTICLE XXI
FUNERAL LEAVE

21.1: In the event of a death, funeral leave with pay shall be granted to a full-time employee, with the concurrence of the Chief of Police or his designee.

<u>Time off allowed</u>	<u>Relationship</u>
up to 4 days	Spouse, child, step child and anyone living in the house of the employee as a member of his household.
up to 3 days	Parent, sibling, parent-in-law and step parent.

up to 1 day

Aunt, uncle, niece, nephew, grandparent, grandchild, and where the employee is a pallbearer at a funeral.

1 extra day if

The employee has responsibility for the funeral arrangements or the distance to be traveled is greater than 500 miles.

21.2: If a request for funeral leave would exceed one (1) day, the leave shall be consecutive calendar days starting the day of death and if one of the days is an employee's regular scheduled day off, no extra-time will be given. Funeral leave is to be used for bereavement and attendance at funeral services.

ARTICLE XXII TRAINING TIME

22.1: Basic Police Academy Wages. If a new full-time police officer who is certified is hired, his wages will be the regular starting police wages.

22.2: If a new full-time police officer who is not certified is hired, he will be paid \$7.00 per hour while at basic academy and for the first nine months starting the day after graduation from school, and the first day after graduation shall be the first day of his initiatory period.

22.3: If a reserve officer attends the basic academy, his weekly wages shall be the minimum legal rate of pay per hour for forty (40) hours while in school. If, after graduation from school, he becomes a police officer, his wages shall be \$7.00 per hour until the difference between what he would otherwise be paid per hour and \$7.00 per hour has added up to equal the cost to the City of sending the reserve officer to the basic academy. The City's cost includes not only the wages paid to the reserve officer while attending the basic academy, but also any additional out-of-pocket costs incurred by the City to send the reserve officer to the basic academy (e.g. any cost reimbursements from the City to the reserve officer or payments made by the City on behalf of the reserve officer to cover the reserve officer's educational expenses at the basic academy, etc.).

22.4: All time spent in school shall not be counted towards completion of the initiatory time.

22.5: If the requirements of the State for hiring people to attend the basic police academy are rescinded, all the language of this article is also rescinded.

22.6: A person hired as a full-time police officer who is not certified and who must attend the basic police academy will receive hospital insurance while in school and will not receive any other benefits.

ARTICLE XXIII INSURANCE

23.1: Life. Each employee shall be covered by term life insurance payable on death in the amount of \$10,000.00. Employees with more than five (5) years service shall have \$15,000.00 in coverage. All policies shall pay double indemnity for accidental death. The City shall pay all of the premiums.

The City shall also pay up to \$3.00 per member per month to provide the POAM life insurance coverage. The specific terms and conditions governing the life insurance coverage are set forth in the master policy issued by the carrier.

23.2: False Arrest. The City agrees to provide each employee coverage for potential liability arising out of false arrest in amounts heretofore maintained by the City.

23.3: Hospitalization. The City shall continue its present hospitalization insurance plan for the employee and his dependents, and shall also include major medical up to \$250,000.00.

23.4 Dental. The City agrees to provide dental insurance which pays reasonable charges for the following services:

- Class I - Preventive, with copayment of 50% for regular examination, x-rays and lab tests, treatment of pain relief, cleaning and fluoridation, and children's space maintainers.
- Class II - Restorative, with copayments of 50% for fillings and crowns, root canals, treatment of gums and bones, surgical extractions, adjustment and relining of existing dentures and bridges, and general anesthesia.

All of the above are subject to the insurance supplier's detailed regulations and to a yearly maximum of \$800.00 per employee.

ARTICLE XXIV
SALARIES

24.1: The following rates of pay shall be in effect during the term of this Agreement (assuming an employee works 2080 hours per year):

POLICE OFFICER: Annual Wage

<u>Effective Date</u>	<u>First 6 Months</u>	<u>Second 6 Months</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
9/1/97	25,702.03	26,309.91	26,985.45	28,336.41	29,754.92
9/1/98	26,473.09	27,099.21	27,795.01	29,186.50	30,647.57
9/1/99	27,134.92	27,776.69	28,489.89	29,916.16	31,413.76

PART-TIME POLICE OFFICER: Shall receive the full-time police officer's starting wage at the prevailing rate for hours worked.

SERGEANT: Shall receive wages which are 3.5 percent above the top step of the current full-time police officer's salary schedule.

POLICE CLERK: Annual Wage

<u>Effective Date</u>	<u>First 6 Months</u>	<u>Second 6 Months</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
9/1/97	16,488.27	17,197.76	17,850.47	18,094.96	19,411.30
9/1/98	16,982.92	17,713.69	18,385.98	18,637.81	19,993.64
9/1/99	17,407.49	18,156.53	18,845.63	19,103.76	20,493.48

Changes in wage rates will be effective starting on the first full pay period after the effective date given.

ARTICLE XXV
EFFECTIVE DATE AND DURATION

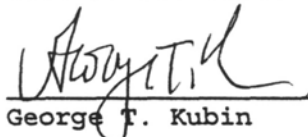
25.1: This Agreement shall be effective September 1, 1997, and it shall continue until August 31, 2000.

25.2: This Agreement shall remain in full force and effect for the period herein specified and shall continue thereafter until a subsequent agreement is successfully negotiated. Either party may give notice to add to or amend this Agreement on or before 90 days from the expiration date thereof.


POLICE OFFICERS ASSOCIATION
OF MICHIGAN

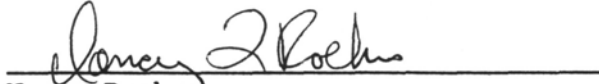

James DeVries
Business Agent

CITY OF ST. LOUIS


George T. Kubin
Mayor

ST. LOUIS POLICE OFFICERS
ASSOCIATION


Kenneth Chabe
President


Nancy Roehrs
City Clerk


Michael A. Morris
Vice President


Michael A. Morris
Secretary

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