

3892-

6/30/99

AGREEMENT WITH POLICE PATROL UNIT 7-1-96 TO 6-30-99

THIS AGREEMENT, which shall become effective on July 1, 1996, by and between the CITY OF SAULT SAINTE. MARIE, MICHIGAN, a MUNICIPAL CORPORATION OF THE STATE OF MICHIGAN, hereinafter called the "EMPLOYER", party of the first part, and the POLICE OFFICERS LABOR COUNCIL, hereinafter called the "UNION", party of the second part.

WITNESSETH:

WHEREAS, that parties hereto have reached an agreement for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promoting harmony and efficiency to the end that the parties hereto may mutually benefit, the parties hereto covenant and agree as follows:

ARTICLE ONE

RECOGNITION

1.1 EXCLUSIVE BARGAINING AGENT: The Union shall be and is hereby recognized as the sole and exclusive collective bargaining agency for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the employees of the Employer as defined in this paragraph. The term "Employees", as used in this agreement, shall be construed as meaning all Patrol Officers, Detectives, Meter Officers, Dispatchers, Police Department Executive Secretaries, and Senior Clerk, but excluding the Chief of Police, Assistant Chief, Lieutenants, Sergeants, and other Police Department employees, and further excluding all temporary or part-time employees.

1.2 UNION MEMBERSHIP: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing.

It shall also be a condition of employment that employees

Sault Sainte Marie, City of

hired on or after the effective date of this Agreement, whichever is the later, shall upon completion of probation become and remain members in good standing in the Union. An employee may fully comply with the membership requirements of the Section by the payment of a sum equal to that portion of the periodic dues which are used for collective bargaining purposes and fulfillment of the Union's obligations under this contract.

1.3 LIST OF MEMBERS: The Union shall furnish the Employer with a list of the Union members as of this date and with the names of all new members within five days after they become affiliated with the Union.

1.4 DUES DEDUCTION: The Employer, where so authorized and directed on a form marked "Exhibit A", hereto attached and made a part hereof will deduct on a monthly basis dues and initiation fees in amounts designated by the Union. Such amounts shall be remitted by check to the Treasurer of the local unit. The check shall be accompanied by a list of names setting forth the amount of dues, initiation fees, etc. deducted from each member.

The Union agrees to indemnify the Employer from any claims arising out of such deductions after monies are received by the financial secretary of the Union.

Such dues shall be deducted beginning with the first full paycheck of each newly hired employee.

ARTICLE TWO

REPRESENTATION & GRIEVANCE PROCEDURE

2.1 NO STRIKES OR LOCKOUTS: During the term of this Agreement, or any extension thereof mutually agreed upon, there shall be no strikes, sympathy strikes, concerted failure to report for work or perform overtime work, slowdowns, or other stoppages of work on the part of the Employee. Any employee who engages in any of the activities outlined above may be disciplined or discharged, as determined by the Employer. Any dispute concerning whether an employee actually

engaged in any of such activities may be resolved under the grievance procedure.

In consideration of the mutual promises of the parties contained herein, the parties expressly agree that neither party will bring or cause to be brought, any court, legal, or administrative action against the other party until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made and said party, after proper notice, fails to take steps to correct the circumstances giving rise to the dispute, claim, grievance, or complaint within a reasonable time.

2.2 GRIEVANCE COMMITTEE PERSONS: For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select grievance committee persons as outlined below. The names of the grievance committee persons shall be furnished the Employer by the Union and the Employer agrees to recognize and deal with these representatives of the Union in settling grievances and in bargaining under this Agreement. All formal grievances shall be in writing at the first step and subsequent steps of the grievance procedure.

2.3 GRIEVANCE PROCEDURE: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the specific terms and provisions of this Agreement. A written grievance shall state (a) who is affected, (b) what happened, (c) when it happened, (d) where it happened, (e) what section of the Contract has allegedly been violated, and (f) what adjustment is requested.

2.3 (A) POLICE DEPARTMENT: Grievance procedure as to the Police Department.

First: By the employee, no more than three committee persons, and the Chief of Police, or his designated representative.

Second: By the employee, no more than three committee persons and the City Manager, or his designated representative.

2.4 ARBITRATION: The Union may appeal the grievance to arbitration by giving timely notice to the Employer if the Employer's answer in step two is not satisfactory. Upon timely notice, the arbitrator shall be selected from a panel of arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as the arbitrator. The expenses of the arbitrator shall be borne equally by the parties.

The arbitrator's jurisdiction shall be limited to the express terms of this Agreement. He shall have no power to amend, alter, ignore or modify any provision of this Agreement and shall be limited to interpreting the specific terms and provisions of this Agreement. If the issue of jurisdiction for arbitration is raised, the arbitrator shall only determine the merits of the grievance if jurisdiction is affirmatively decided. The decision of the arbitrator shall be final and binding on the Union, Employer, and employees in the bargaining unit, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of wrongdoing.

2.5 TIME FOR FILING GRIEVANCE: A grievance to be subject to consideration under the grievance procedure must be filed in writing in the first step not later than seven (7) working days after the date on which the matter(s) being grieved about actually occurred. If there is no specific date connected with the subject matter of the grievance, the grievance shall be filed as soon as the facts become evident to the grievant, or reasonably should have become evident to the grievant. Failure to meet this deadline will result in a waiver of the grievance or any of the subject matter being grieved about; and the right to grieve and pursue any remedy based on the said grievance shall forever be lost.

The Chief of Police or his designated representative in step one above shall, in all cases, render his decision within

seven (7) working days after the last meeting with the Union.

A grievance, in order to be referred to any higher step of the grievance procedure, must be appealed within ten (10) working days of receipt of the answer in a prior step. Failure to appeal within the ten (10) working days will render the later appeal null and void.

The Employer will schedule a meeting in any higher step appeal within ten (10) working days.

The Employer may substitute a representative for the City Manager at any step of the grievance procedure.

Either party shall have twenty (20) working days to refer a grievance to arbitration after the decision of the City Manager.

If at any step the Employer fails to respond within the time allowed, then the grievance shall be deemed to have been denied and the grievant may appeal to the next step.

2.6 GRIEVANCE DETAILS: It is agreed that a representative of the Union may take part in the grievance procedure at any step. The Employer and Union agree to meet promptly and dispose of grievances. All meetings above shall be held as soon as possible after notice to the Employer.

In any instance in the grievance procedure where the Police unit desires to meet with either the Chief or City Manager, said committee shall consist of not more than three persons plus the affected employee.

2.7 HANDLING OF GRIEVANCES: Employees or committee persons attending grievance meetings shall not be paid extra nor lose time while at such meetings.

The committee chairperson in each unit, or in their absence, another committee person shall be permitted a reasonable amount of time to investigate or adjudicate grievances in his unit after reporting to their immediate supervisor as to his intent. The Supervisor will not arbitrarily deny him such right, except it is understood that if there is necessity for their presence on the job, the

committee person shall defer the grievance matter until a later time.

2.8 MINUTES: The principals in any grievance meeting may keep such minutes as they deem necessary for their own use. Upon request by either party, no verbatim or electronic minutes shall be kept by either party.

2.9 EXTENSION BY MUTUAL AGREEMENT: The time limits at any step in the grievance procedure may be extended by mutual agreement in writing by the parties. Working days as used in Article Two shall not include a Saturday, Sunday, or a holiday recognized by this contract.

ARTICLE THREE

DISCHARGE AND SUSPENSION

3.1 DISCHARGE OR SUSPENSION OF AN EMPLOYEE: If the City Manager or his designated representative decides that reasons exist that are sufficiently important to justify the suspension or discharge of an employee, he shall notify such employee in writing of the specific reasons for his decisions and the date and the time the suspension or discharge is effective.

During the next five (5) days (Saturday, Sunday or holiday excepted), the discharged employée or the Union may request a hearing to review the action taken. Such hearing and review shall take place within five (5) days (Saturday, Sunday or holiday excepted) of such request. If, after review, the Union agrees with the Employer that the action was justified, the matter shall be dropped and no grievance filed. If, after review, the Employer concludes that the action was warranted and the Union is unwilling to accept this decision, the Union may process the case further through the grievance procedure. If the Employer and the Union agree on some lesser disciplinary action, the employee shall not lose any seniority, but shall lose the amount of time as agreed upon. The hearing shall be considered as the first step of the grievance procedure.

ARTICLE FOUR

SENIORITY AND PROMOTIONS

4.1 SENIORITY UNITS: Seniority shall be defined as the length of continuous service with the Police Department dating from the employee's last date of hire. The employee shall have seniority within their unit for the purpose of layoff and recall, provided, however, in order to be retained or recalled the employee shall have the necessary ability, skill, training and experience to perform the work. It is understood that there shall be no interchange of seniority between the Police Department unit and any other department of the City, including the new sergeant unit.

4.2 PROBATIONARY EMPLOYEES: New employees in the Police Unit shall be on probation for a period of twelve (12) calendar months before they accrue seniority rights and the right to release such employees shall be vested exclusively with the Employer without regard to other provisions of this Agreement; provided, however, employees retained in employment for a period of less than twelve (12) months and who are later hired as permanent employees shall be given credit for consecutive employment in computing the twelve (12) months if they are severed from the payroll under conditions other than those listed in the following section.

Probationary employees retained in excess of the periods outlined above shall have seniority from their last date of hire.

The employer may before expiration of the probation period, extend the employee's probation, when in the opinion of the employer, further review of the employee's job performance would be helpful to the employer's decision to grant the employee regular employment status. Extensions may be implemented by the employer more than once, but in no event shall the cumulative extensions exceed 6 total months. An extension must be implemented by the employer before expiration of the original 12 month probation period.

4.3 LOSS OF SENIORITY: Employees shall lose seniority through a voluntary quit, discharge which is not altered or reversed by the grievance procedure, after a layoff which extends beyond a two (2) year period, or a time period equivalent to the time said employee has worked as a Police Officer, whichever is the lesser, or for failure to contact the Employer within ten (10) days after receiving written notice of a request to return to work from a layoff to arrange satisfactory terms to return to work.

Employees shall lose seniority as a result of being out of the unit for any reason beyond one year.(including promotion to sergeant). If within the one year the employee returns to the unit the employee will retain accumulated seniority.

4.4 POSTING OF VACANCY: In the event of a permanent vacancy, a notice shall be posted on the bulletin boards for three (3) full working days. The notice shall set forth the standard work requirements of the job, standard qualifications and the rate of pay. During this period, applications will be received and from these applications the vacancy will be filled by the qualified applicant.

4.5 PROMOTION TO SERGEANT OR DETECTIVE: The first line supervisory position shall be the position of Patrol Sergeant. This position will function in either a line or staff capacity as the needs of the Department require.

The position of Detective is primarily a criminal investigatory position.

A written test for any promotional position will be held once a year at a agreed upon date.

Those who pass these tests with a 70% or better score will have their names put on a promotional list for the position which they tested for, and in the order of their scores. This promotional list will be on file for one year and any vacancies in a promotional position within that year will be taken from this promotional list.

This promotional procedure will be initiated once a year. If no one is on the list then the procedure will be initiated within 30 days after a vacancy exists.

In order to be eligible to take the test for a promotional position covered by the Union Contract, the individual must have at least 5 years experience as a certified officer with this department or the individuals 5 year anniversary date must be within the calendar year of the promotional test.

Notwithstanding position on the list, in order to be eligible for promotion to Sergeant or Detective in this Department, the employee must have a minimum of five years experience as a certified officer with this Department.

In order to be eligible for promotion to the position of Detective Sergeant, the employee must have been a sworn Police Officer with the Sault Ste. Marie Police Department for a minimum of five years and be presently in the Detective Bureau and have at least two years experience with that unit.

The promotion procedure will consist of three steps:

Step 1. Written Test. This test will be made up by an individual or individuals agreed upon by both parties (management and Union). The test will pertain to the vacant or newly created position within this Department. The test will be administered by the Chief of Police or his agent. The applicant must pass this test with a minimum score of 70% to proceed to the next step.

Step 2. Oral Examination. The board will be made up of three (3) people.

1. A Department Supervisory Officer.
2. A member to be named at the Union's discretion.
3. A member to be agreed upon by both parties.

Step 3. Seniority. Points for Department seniority will be allotted as described below.

The Board will take into consideration all aspects of the promotion procedure:

1. Written Test.....40 points
2. Oral Exam.....40 points
3. Seniority..... 2 points for each year
of service
with this
Department

The following operational instructions will apply to the oral board.

A. All members of the oral board must be present for each interview.

B. All candidates' personnel file shall be available for inspection and review by the Board (the candidates should have an opportunity to inspect their files prior to this time).

C. The Board may discuss each interview together but must score each candidate individually on a scale of 0 to 40.

D. Upon completion of all interviews and scoring, the Board shall be given the candidates points in the other areas (written and seniority). The Board shall not know any other scores of any of the candidates prior to the end of the oral interviews.

E. The Board may re-interview any or all of the candidates, interview the candidate's present supervisor, or review the candidate's personnel file again.

F. The Board shall then total the points for each candidate to include all areas (written, oral and seniority) and compile a list of all the candidates in order from the highest to the lowest. They shall submit this list to the Chief of Police.

Upon receipt of the list of candidates and their scores, the Chief of Police will promote the highest scoring candidate to the position.

The other candidates may, at their discretion, obtain from the Chief their individual ranking on the list.

Upon appointment to any of the promotional positions, the selected employee will be on probationary status for a period of one (1) year from the date of the appointment. During this

period, the employee must receive satisfactory performance evaluations to receive permanent status. Should a probationary employee fail to complete this requirement, he/she would be returned to his/her former position with accumulated Department seniority. The position would then be re-posted and the procedure would be followed.

This promotion procedure is intended to fill any vacancy which results. If however a successful candidate is not found after using this procedure then the procedure will be modified to reduce the 5 year service requirement to 3 years. The procedure to promote will be repeated upon the new class of candidates. If however a successful candidate is not found the Employer is free to fill the vacancy either temporarily or by promoting any person to the position or by hiring a new employee from outside the department.

4.6 LAYOFF: In the event of a reduction in the size of the work force, the Employer has the right to determine which positions will be reduced. Layoffs shall be made according to seniority within the unit, with the understanding that the remaining employees must have the necessary ability, skill, and training to perform the job. Employees with the lowest seniority shall be laid off first, provided that no senior employee will be laid off before any probationary employee.

In the event of a reduction in the number of the Detectives, such persons shall have the right to bump into any existing position occupied by a person of lesser seniority. The bumping employee must have the necessary ability, skill and training to perform the job.

Returning to work from layoff shall be in reverse order to layoff with the last person laid off being the first rehired, if the recalled employee has the necessary skills and required training to perform the duties.

4.7 TIE IN SENIORITY: When a tie in seniority occurs, the employees shall resolve said tie by drawing lots.

4.8 SENIORITY IN THE DETECTIVE POSITIONS: Time in grade (the

time spent in the particular position), will determine the order of the employee's seniority within the Detective ranks. The employee's time in grade, will determine the order in which shifts are chosen and any other decisions within those ranks that are normally chosen by seniority. In the event of a reduction in the number of Detectives, time in grade will determine the order in which the reductions are made, which is, from the employee with the lowest amount of time to the employee with the most. This Article will not change the overall Department seniority list as it applies to layoffs, as is described in Section 4.6 Layoffs.

ARTICLE FIVE

WAGES, HOURS AND WORKING CONDITIONS

5.1 WORK WEEK: A normal work day shall be twelve (12) hours, and the pay period shall be eighty (80) hours bi-weekly.

In this Unit, the work period shall begin at 7:00 a.m. Sunday and end at 7:00 a.m. the second Sunday following. Six (6) twelve (12) hour days and one eight (8) hour day will be worked within this period. It is recognized that the nature of the work requires an around-the-clock shift schedule, seven (7) days a week. Also, the time frame between scheduled shifts shall be not less than twelve (12) hours. This shall not apply to the Meterperson or Detectives or Police Department Executive Secretaries or Senior Clerk. Overtime shall be paid for all hours worked which reduces the twelve (12) hour period excepting in those instances when the reduction of time between shifts is at the request of the employee.

The Employer agrees to negotiate with the Union relative to changes in the present work cycle.

5.1 (A) TWELVE HOUR SHIFT SCHEDULE:

- A. The eight (8) hour shift would be taken by seniority within the platoon and set up and approved by the platoon Sergeant. If the eight (8) hour day is not taken, resulting in the employee working over eight

hours, then the City will have the option to change a sick, vacation, personal leave, or comp day to an eight hour day, if such time is in the same pay period, rather than pay any overtime which was created by the failure to take the eight hour day.

- B. Lunch Breaks: Two will be allowed as long as the Officer is available for calls by portable radio.
- C. That two (2) sworn Officers (Patrol Officer or Sergeant) will be available to answer calls from 7:00 a.m. - 7:00 p.m., and that three (3) sworn Officers will be available for calls from 7:00 p.m. to 7:00 a.m.
- D. For periods of time not to exceed four hours, dispatching activities may be engaged in by department employees other than a dispatcher, or sergeant. This may be done rather than using the overtime call out procedure.

5.2 OVERTIME: Hours worked in excess of twelve (12) hours on any one day or eighty (80) in the bi-weekly time period shall be at appropriate overtime rate. Overtime hours worked on first scheduled day off shall be paid at time and one-half. Overtime worked on second consecutive scheduled day off shall be paid at double time, provided the employee has also worked on his first day off. Both daily and weekly overtime shall not be paid for the same overtime hours. Employees shall not be required to take time off to offset overtime worked.

Overtime shall be divided equally insofar as possible among available qualified employees in a job classification within a Unit. Overtime computation for the purpose of equalization shall be yearly.

The employees who are unavailable for overtime for an extended period shall have the obligation to so notify the supervisor in writing who will then strike such employees' names from the overtime list for such period. However, such notice shall not relieve the employee of the obligation to work overtime when the Employer has determined that the needs of the City are not being satisfied by those employees volunteering for the overtime work. For overtime call-out

procedure see Attachment B.

5.3 CALL PAY: When an employee is called back to work from an "off-duty" status, the employee shall be paid for two (2) hours or for the time actually worked, whichever is greater, provided the employee is not notified beforehand not to report. The provisions of this section do not apply in instances where an employee is required to perform duties past the scheduled termination time of their shift or where the employee's duty commences less than two (2) hours before the scheduled starting time of their shift. Police Department personnel called back to work pursuant to this section between the hours of midnight and 8:00 a.m. shall receive pay for an additional one-half hour previous to the actual reporting time. Wages shall be paid at the rates specified in this Agreement.

5.4 SIZE OF WORK FORCE: The fact that the normal work period is established at eighty (80) hours does not in itself guarantee eighty (80) hours of work. Work requirements and City finances shall determine the number of employees retained and the hours to be worked in a week. However, any reduction in force necessary shall be accomplished in accordance with Section 4.6 of this Agreement.

5.5 TEMPORARY TRANSFER: An employee temporarily transferred to a higher rated position shall receive the higher rate in case of emergency or for sick relief, vacation relief, etc., and the employee temporarily transferred to a lower rated job for the convenience or advantage of the Employer shall receive regular pay. When a patrol officer is temporarily transferred to a sergeant's position the patrol officer will continue to earn seniority in the patrol unit while on such assignment.

5.6 WORK BY SUPERVISORS: No employee who is excluded from the bargaining unit except for sergeants, including other supervisors at any level in this department, shall be restricted from performing any work in their area of

responsibility that is normally performed by the employees in the unit, provided, however, that the supervisors are not so regularly assigned for the expressed purpose of avoiding the payment of overtime. Sergeants may be used so as to reduce the payment of overtime.

5.7 WAGE SCHEDULE: Shall be as on Attachment "C".

5.8 HOLIDAYS: The following shall be recognized as holidays: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Veterans Day, and to each employee, his birthday. Employees shall receive a holiday allowance as follows: Employees who normally work 12 hours would receive 10 hours holiday pay. Employees who normally work 8 hours would receive 8 hours holiday pay. This holiday pay shall be straight time pay for each of the holidays if no work is performed thereon. Hours worked on holidays shall be compensated for payment of time and one-half in addition to the holiday allowance. When a holiday falls on a Saturday or Sunday it may be celebrated on a Friday or Monday. In order to receive pay for an observed holiday, an employee must work the day before and the day after the holiday, if scheduled to work unless the employee is authorized personal, sick or vacation leave. Detectives, secretarial and clerical employees will be granted holidays off in lieu of holiday pay with the authorization of the Chief. If hours worked on a holiday exceed twelve (12) hours, double time will be paid for those hours which exceed twelve (12). The birthday holiday may not be taken or celebrated on any existing recognized holiday, but shall be taken on an alternate day.

5.9 SAFETY GLASSES: The Employer will pay up to \$25.00 for all glasses broken, scratched or defaced during the hours of employment excepting in those instances when said destruction was either intentional or involved gross negligence on the part of the employee. The employee is required to pay the cost of eye examinations attendant to such replacement.

ARTICLE SIX

VACATIONS

6.1 LENGTH OF VACATIONS: Vacations shall be granted as follows:

- After one (1) year continuous service - two (2) weeks with pay.
- After seven (7) years continuous service - three (3) weeks with pay.
- After fourteen (14) years continuous service - four (4) weeks with pay.
- After twenty (20) years continuous service - five weeks with pay.
- After twenty-five (25) years continuous service - six (6) weeks with pay.

For full-time permanent employees, a week is described as forty (40) hours unless, the regular scheduled working hours are of a lesser amount.

6.2 VACATION SCHEDULE: Vacation schedules shall be established by the Employer each year and the Employer shall respect the requests of the employees as to time of vacation insofar as the needs of the service will permit. Preference as to time will be based on seniority. In the Police Department, an advance notice will be posted designating an adequate period during the first week in January each year in which to draw vacation time in accordance with seniority preference. Employees will not later be allowed to change times drawn unless suitable arrangements can be made in case of emergency. Employees will give adequate notice when requesting vacation time. Any vacation not scheduled in January as provided by this section, may be taken only with the express authorization of the Employer. An employee called back from vacation time will receive credit for the vacation time during the week in the same manner as though he had been at work for the purpose of computing overtime.

Vacations shall be limited to no more than one platoon member (includes patrol officer, dispatcher, and other 12 hour shift emergency personal, but does not include detective, sergeant, or clerical) per twelve (12) hour shift. This shall

be effective commencing 1/1/94, prior contract limits will control 1993.

All scheduled vacation time must be taken in minimum increments of 20 hours. The 20 hours must be continuous, that is no time may be worked in between the dates used for the 20 hours.

6.3 ACCUMULATION OF VACATIONS: Vacation time will not be permitted to accumulate from year to year; provided, however, if an employee is prevented from taking his vacation at any time during the year due to an emergency in the work, the employee may take his vacation at any time during the next year subject to provision of Section 2 of this Article; provided, further, that no vacation taken under this Section shall be allowed in the Police Department during June, July, August, or September.

6.4 RESERVED:

6.5 TIME FOR VACATION PAY: Upon two (2) weeks notice, employees will be given their full vacation pay, or a part thereof if they do not request the full amount, at the beginning of their vacation. When vacation requested on short notice is granted and unusual circumstances indicate a necessity, every effort will be made to provide the vacation pay in advance even though the two (2) weeks notice is not given.

ARTICLE SEVEN

LEAVE TIME

7.1 SICK LEAVE: Sick leave is to be used only in instances where the employee is sick and the Employer may use reasonable means to determine that an illness exists. Employees of the Employer in the service for one (1) year or more shall be credited with annual sick leave of one hundred twenty (120) hours per year with a maximum accumulation of nine hundred sixty (960) hours. If individual employees establish a pattern of questionable sick leave requests, the Employer may require satisfactory evidence that the sick leave requests

were legitimate. A mandatory meeting with the Police Chief or his agent shall be held to discuss patterns of sick leave use.

The City will permit use of up to thirty-six (36) hours of current sick leave time to be utilized for family illness. Family illness is defined as members of the employee's immediate family living in his/her household.

Employees absent from work for any reason shall notify the Employer in advance of the employee's shift so that necessary replacements can be arranged for if said replacement is necessary. Disregard of this call-in procedure will result in forfeiture of paid sick leave benefits and/or other disciplinary action being taken against the employee involved. The Employer may request a doctor's certificate covering any sick leave which extends beyond three (3) work days.

Hours paid for under this Agreement shall be used on computation of hours worked over twelve (12) per day or eighty (80) per bi-weekly period.

Effective for the calendar year 1993, the Employer shall pay in a lump sum payment the amount of one weeks base pay to any employee who uses 32 hours or less of sick leave in a calendar year. Employees hired on or before June 30, 1993, shall have this payment included in the calculation of final average compensation for pension purposes. Those Employees hired after June 30, 1993 shall not have this payment included in the calculation of final average compensation for pension purposes.

The Union further agrees to renegotiate the sick leave provisions of the Collective Bargaining Agreement during the term of this Agreement, if the City is able to obtain sickness and accident insurance for employees which is acceptable to both parties.

All sick leave shall be charged first to the employees eight hour day. The only exception will be if the eight hour day that pay period had been scheduled for vacation time.

7.2 WORKERS' DISABILITY: An employee who is prevented from working because of a compensable injury or illness will be permitted to draw sick leave pay in such amount that the combination of workman's compensation and sick leave pay will equal the employee's regular pay for a normal work week until accumulated sick leave is exhausted.

If payment of compensation results in the employees receiving an amount in excess of his normal earnings for a normal week, or part thereof, he shall promptly reimburse the Employer for such amount in excess of normal pay.

If sick leave has been charged against an employee's accumulation, he shall be reaccredited with accumulated sick leave equal to the amount of compensation or pay returned to the Employer.

7.3 COURT TIME: When, as a result of performing duties as a Police Officer, an employee is scheduled or required during off-duty hours to give testimony in connection with ongoing criminal or civil investigations or other litigation, the employee shall be paid for two (2) hours or for the time actually worked, whichever is greater, provided the employee is not notified beforehand not to report. The provisions of this section do not apply in instances where an employee is required for court duties past the scheduled termination time of their shift or where the employee's duty commences less than two (2) hours before the scheduled starting time of their shift. Employees shall furnish satisfactory proof of such appearance if called upon to do so. All witness fees received by the employee for testifying shall be returned to the City. Wages shall be paid at the rates specified in this Agreement.

Employees shall also receive their regular compensation for jury duty and jury pay shall also be returned to the City.

7.4 FUNERAL LEAVE: When a death occurs in an employee's immediate family, he shall be allowed three (3) days off with pay, one of which shall be the day of the funeral, with pay at his regular rate. It is understood that the three (3) days

will be three (3) consecutive working days, even though the three (3) days may be interrupted by scheduled days off.

For the purpose of the Section, immediate family shall be understood to mean husband, wife, parents, sisters, brothers, children, parents-in-law, son-in-law, daughter-in-law, grandparents of the employee or other relative, if this relative was living in the employee's household as a member of the regular family unit.

The funeral leave pay is intended to protect the employee against loss of pay in any period of bereavement and no funeral leave pay will be due if the employee is receiving vacation pay on any day on which funeral leave pay would otherwise be due or if, because of distance or other reason the employee does not attend the funeral.

7.5 CHANGE OF SHIFTS: Police Department employees will be permitted to change shifts and/or days off with permission of the Chief or designated representative in charge of the appropriate department, with the understanding that the overtime waiver system now in effect may be applied, if applicable.

ARTICLE EIGHT

INSURANCE AND PENSIONS:

8.1 RETIREMENT BENEFITS: The Employer shall continue to provide those benefits under Public Act 345, Police and Fire Pension System, as existed on July 1, 1980 and any other mandatory benefits added by the legislature. No additional permissive benefits will be automatically provided.

The pension multiplier shall be increased from 2.5 to 2.6 effective 7/1/93.

The plan years of service requirement shall be reduced from 25 years to 20 years effective 7/1/93.

The maximum retirement benefit an employee can attain from all methods of calculation shall be 80% of final average compensation. Final average compensation shall be measured under M.C.L. 38.556(f) as best three calendar years in last

ten years immediately preceding the employees retirement.

Bargaining Unit employees elected or appointed as members of the Police and Firemen's Pension Board will be compensated at straight time for all necessary off-duty time spent at meetings or other necessary operating activities of the Board. No such payments shall be chargeable to the pension fund as per P.A. 345.

8.2 HEALTH INSURANCE: Effective July 1, 1985, the Employer agrees to furnish Blue Cross-Blue Shield hospital, medical and surgical insurance for employees and their dependents. The insurance coverage will include master medical and prescription rider under which the employee will pay the first \$5.00 of any prescription and the coverage will pay the balance. The Employer reserves the right to institute an alternative substantially equivalent hospital/surgical insurance program. The Union reserves the right to subject the question of substantial equivalency to an independent third party for evaluation.

The Employer agrees to pay any existing employee not fully utilizing the family or two person benefit the equivalent in cash, excepting that the maximum payment shall be the difference between the family rate and single rate. An existing employee is defined as a person hired prior to July 1, 1990.

Any employee who elects not to utilize the Employer provided Blue Cross Insurance Program, and who signs a written agreement to remain out of the system for three years, shall receive monthly 50% of the Employer savings realized, provided however, no employee who is eligible for a two person or family plan may elect a single subscriber plan and be paid the difference from a family plan.

In the event of an emergency claimed by an employee who has elected to not utilize the coverage, the Employer will review the written waiver and allow the employee, upon good cause shown, shown, to re-enter the coverage system.

Should two City employees be or become married to each other, and if each City employee is entitled under their Union Agreements to a payment for not utilizing full health insurance benefits, then one employee shall receive two person or family coverage whichever is appropriate, and the other employee shall receive coverage as a family member under the other's policy plus receive in cash, the same money a single person would receive in the second paragraph of this section.

8.3 LIFE INSURANCE: The Employer will furnish and pay for \$20,000 in life insurance with double indemnity in case of accidental death or dismemberment for all active employees. Those who retire on or after January 1, 1981 shall be provided \$10,000.00 of coverage. Those retired prior to January 1, 1981, will be kept in the active group, and \$7,500 in coverage will be maintained on that group.

8.4 DENTAL INSURANCE: Effective July 1, 1990, the Employer will provide dental insurance for employees and their dependents. The coverage will provide 100% payment toward those services that are covered by the plan subject to the Plan's caps, limits, and schedules. (orthodontics exempted).

8.5 LIABILITY INSURANCE: The City will provide and pay for \$100,000 in liability insurance for each Police Department employee.

8.6 VISION CARE INSURANCE: Effective as soon as possible, the Employer will provide a family vision care plan in accordance with the Blue Cross Plan attached hereto as Exhibit "E", benefit to have a 12 month frequency up from the past frequency of 24 months.

8.7 M.E.R.S. RETIREMENT BENEFITS: For non-sworn employees, the Employer shall continue to provide benefits under the Municipal Employees' Retirement System under the B-2 Plan, and also shall provide the F-55 M.E.R.S. Rider which allows retirement at age 55 with 30 years service. Effective 6/30/96 the rider shall be changed to F-50 which shall allow retirement at age 50 with 25 years of service.

ARTICLE NINE

MISCELLANEOUS

9.1 NO DISCRIMINATION: There shall be no discrimination or job patronage, further the Employer and Union agree that there shall be no discrimination on account of color, creed, sex, religion or national origin in the administration of this contract or in the hiring policies of the City. The Union further agrees to accept for membership all employees hired by the Employer and will not exclude or expel any person because of race, color, creed, sex or national origin.

9.2 BULLETIN BOARDS: The City shall provide employee Bulletin Boards where any individual or group of employees may post notices providing they are not commercial notices, personal or defamatory in character.

Union and Fraternal Order of Police Lodge notices shall be limited to notices of Union or Lodge meetings, notices of elections and the results thereof and notices of social or recreational activities.

9.3 MILITARY SERVICE: An employee who enters the Armed Services of the Nation or is drafted to participate in the National Defense Program shall be entitled to accumulated rights provided under applicable federal and state laws.

Personnel in the National Guard shall be permitted to attend encampment. Such personnel shall be paid the difference between their normal weekly salary and the National Guard weekly salary only for the encampment period unless required by State or Federal law. No employees in the Police Department shall be eligible to join the National Guard, or any other similar military organization requiring annual leave without the express authorization of the Employer. Employees presently members of said organization may continue their membership, and be entitled to re-enlistment.

9.4 MISCELLANEOUS PROVISIONS: The employee shall be furnished lockers and the Employer shall continue to provide all necessary devices to assure the reasonable comfort and

safety of employees while at work.

9.4(1): Clothing allowance for Detectives shall be provided in the amount of \$956 in 1996, \$970 in 1997, and \$985 in 1998. Said payment shall be made in July of each year. Further, a lesser amount may be paid on a pro-rata basis in those instances when the Detective has not served in that capacity for the full previous twelve (12) months (e.g. six months of service would result in a 50% payment).

Any patrol officer assigned to S.A.N.E. shall be paid a clothing allowance equal to 25% of the Detective allowance.

9.4(2): The Employer will provide dry cleaning for the equivalent of one (1) pair of trousers and three (3) shirts per week for Police Department personnel. Trousers may be replaced by skirts when worn by female personnel.

9.4(3): Officers serving the twelve (12) month probation period may be assigned and scheduled as determined by the Chief of Police in the best interests of furthering the training of such officers.

9.4(4): Effective July 1, 1986, twenty-four (24) hours Personal Leave Time will be allowed. These personal leave days will be taken at the discretion of the department head or his agent. They shall be allotted in increments of not less than four hours up to the full two days at a time. There shall be no prohibition against advance scheduling of personal leave days.

Effective July 1, 1993 Personal leave time will be phased out of this contract according to the following terms. No employee hired after July 1, 1993 shall receive any personal leave days. Employees hired before this date will have their ability to accumulate personal leave time capped at 200 hours. In exchange for this cap upon accumulation these employees may roll their accumulated personal leave time (if they have accumulated any) upon retirement into their final average compensation for pension benefit calculations. (max of 200 hours may be rolled in). Once an employee has reached the 200

hour cap, the employee is required to use their excess personal leave time within one year. Excess time not used within one year will be canceled.

9.4(5): The Police Department employees shall wear no beards, sideburns must be clipped no longer than the bottom of the earlobe, mustaches shall not extend down over the lip, nor more than one-half inch from the edge of the mouth.

9.4(6): The Employer agrees to establish and publish a departmental policy regarding utilization of employees taking into consideration efficiency of the department, service to the public and safety of the officers.

The Chief of Police will meet with the Union Bargaining Committee prior to the beginning of each calendar year to review and project department needs concerning days off and vacation schedules so as to insure an adequate distribution of days off and vacation time for employees.

Complaints that an adequate distribution of days off and/or vacation time is not being made may be appealed through the grievance procedure. This understanding does not constitute a minimum manning requirement.

9.4(7) PAST PRACTICES: Prior practices, customs, and privileges not in conflict with this Agreement and agreed to in writing by the Chief of Police and cited by the Union during the term of this Agreement, will be continued in the Police Department, effective the date of this Agreement and any new working conditions which are not covered by the provision of this Agreement and which are agreed to by the Employer and the Union during the life of this Agreement will be set down in writing and become a part of this contract.

9.4(8): The Employer may, at its discretion, place assigned civilian employees to function as dispatchers, or may subcontract the dispatching operation.

9.4(9) COMPLAINTS AGAINST OFFICERS: An Officer who has a complaint filed against him by anyone shall be entitled to face his accuser at a mutually agreed upon time and place. If

the complainant does not appear at the hearing or if his complaint is unfounded, the record of the complaint will be erased from the Officer's record. However, this does not limit the management to further investigation of the matter.

9.4(10) TRAINING POLICY: See Attachment "A" - Police Training.

9.4(11) SHIFT DIFFERENTIAL PAY: Effective upon notice of ratification: The 7:00 p.m. to 7:00 a.m. shift will receive a 3% differential pay.

It is further understood that shift differential shall apply only to hours worked and will not be considered in the compensation of overtime premium.

9.4(12) SHIFT CHANGES FOR INSTRUCTORS: It is agreed that management has the right to change Instructors within the Police Department to any shift to correspond with the training which they are involved in. The changing of an instructors shift shall be done for the full shift and the instructor shall not lose any differential pay premiums as a result of the shift change.

9.4(13) PARKING PERMITS: The Employer agrees to provide parking permits for non-sworn employees.

9.4(14) OPENING OF CONTRACT : This contract shall be opened at the request of either party to negotiate cafeteria benefit plans or changes to health insurance plans. If the federal government adopts national health care programs then the contract shall be opened to negotiate the impact of such plans upon the parties.

9.5 RESERVED:

9.6 MANAGEMENT RIGHTS: All rights to manage the City and to direct the work force are vested exclusively in the Employer, including but not limited to, the right to hire, to establish reasonable rules and procedures, the right to determine the hours (including the necessity for overtime work), daily schedule and work assignments of employees, the right to determine the acceptable quality standards, the right to

establish new jobs and eliminate existing jobs, the right to determine when a need exists for the layoff or recall of employees and the right to determine the qualifications required of employees who wish to fill job vacancies. The Employer shall also have the exclusive right to determine the qualifications required of employees who wish to fill job vacancies. The Employer shall also have the exclusive right to determine the means, methods and processes not intended to be all inclusive, but indicates the type of matter arising which belong to and are inherent to management and shall not be deemed to exclude other rights of the Employer not specifically set forth but established by law, Charter, Ordinance or other action by City Commission. However, the Employer acknowledges that such rights have been limited by the provisions of this Agreement and therefore, agrees to exercise such rights in such a fashion so as not to violate the specific terms and provisions of this Agreement.

9.7 SICK LEAVE PAY ON RETIREMENT: Police Officers hired on or before June 30, 1993, shall have accumulated unused vacation and sick leave paid at the time of their retirement included in the calculation of average final compensation for pension purposes. However, these payments shall, for the purposes of sick leave, not exceed fifty (50) percent of the unused accumulated sick leave with a maximum payout being two hundred forty (240) hours. For the purpose of vacation accumulation, it shall not exceed the sum to which the employee would be entitled on an annualized basis (no carry over allowed for inclusion).

Police Officers hired on or after July 1, 1993, shall not be paid at time of retirement for accumulated sick leave, nor have accumulated unused vacation or sick leave included in the calculation of average final compensation for pension purposes.

The issue of inclusion of accumulated unused vacation and sick leave in the calculation of average final compensation

for pension purposes, for Police Officers hired on or before June 30, 1993, shall not be the subject of mandatory bargaining hereafter between the City and the Union, nor shall these issues be contained in a last offer of settlement to any arbitration panel acting under authority of 1969 PA 312, as amended, MCLA 423.231, et. seq MSA 17, 455 (31), et. seq.

9.8 EVALUATION STANDARDS: The Employer and the Union agree to submit the issue of "Performance Evaluation Standards" to a mutually acceptable third party for the express purpose of devising a Performance Evaluation format. The Employer and the Union agree to accept the results of said evaluation as binding unless both parties agree to the contrary. The independent third party shall be selected within 60 days of contract signing. The present evaluation system shall remain in place until the revised system is accepted and implemented.

9.9 PYRAMIDING OF OVERTIME AND BENEFITS: In no event shall benefit payments be duplicated or overtime pyramided.

9.10 CONTROLLING LAW: In the event that any provision of this Agreement shall be in conflict with any provision of federal or state law or the City Charter, now or hereinafter enacted, such provision shall not be binding on the parties or remain valid but the remaining portions of the Agreement shall remain in full force and effect.

9.11 HEADINGS: The various Article and Section headings set forth herein are for the convenience of the parties and shall not be used in the interpretation of this Agreement.

9.12 DRUG TESTING: The parties agree to adopt the MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY LAW ENFORCEMENT MODEL POLICY attached as attachment D to this agreement. To maintain current scientific procedures the parties agree to implement as published all amendments to the 2/92 version of the policy. The employer will advise the union when such amendments are published. The parties will then meet to discuss the impact of such changes upon the parties. The Employer may use a testing service to perform the selection, collection and testing of

samples (such as the service used for the Employer's CDL license program). The Employer's policy of response to test results shall be controlled by the policy at attachment D. Upon a specific articulated suspicion the employer may randomly test any single employee without the need to test further employees. The Drug Testing Policy shall not diminish the rights of individual employees under state or federal laws which are related to Drug testing or laws that may affect the employees status as a result of this policy. The employer agrees to hold harmless, pay any judgements, and pay all expenses, including all attorney fees, incurred by the union in defending litigation arising out of the employer's activities, or the employer's agents activities, in carrying out the Drug testing policy.

ARTICLE 10

TENURE

10.0 ENTIRE AGREEMENT: It is further agreed that all provisions of the Collective Bargaining Agreement as above dated, not herein deleted, modified, or amended shall remain in full force and effect for the duration of a new Collective Bargaining Agreement which will expire on June 30, 1999.

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union for the life of this Agreement each voluntarily and unqualified waive the right, and agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to or covered in this Agreement, or with

to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

It finally being understood that this Agreement does not become binding until ratified by the Union membership in accordance with their appropriate constitutions and by-laws and approved by the Mayor and City Commissioners of the City of Sault Ste. Marie, Michigan.

10.1 EXECUTION: THIS AGREEMENT shall be effective July 1, 1996 and shall continue in effect until June 30, 1999 and shall renew itself for annual periods thereafter unless either party notifies the other party in writing not less than one hundred twenty (120) days prior to any annual expiration date of a desire to modify or terminate the Agreement.

In the event of such notifications, negotiations will begin within ten (10) days following receipt of such notification. Notice shall be by registered mail and if by the Employer addressed to the Police Officers Labor Council, 667 E. Big Beaver Road, Suite 205, Troy, Michigan 48083.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above-written.

UNION

Margaret E. Mendon 8/28/96
Mike Stangor 8-28-96
John [unclear] 8-28-96

EMPLOYER

[Signature]
[Signature]
[Signature]

POLICE PATROL UNIT WAGE SCHEDULE "C" (SEE CLAUSE 5.7) 1996-1999

POSITION	7/1/95	7/1/96	7/1/97	7/1/98
DETECTIVE	\$33,739.40	\$35,156.46	\$36,140.84	\$37,152.78
PATROL OFFICER 3 YEARS	\$31,664.30	\$32,994.20	\$33,918.04	\$34,867.75
PATROL OFFICER 1-3 YEARS	\$28,223.37	\$28,223.37	\$29,013.62	\$29,826.01
PATROL OFFICER UNDER 1 YEAR	\$25,845.74	\$25,845.74	\$26,569.42	\$27,313.36
DISPATCHER 3 YEARS	\$22,773.22	\$23,729.70	\$24,394.13	\$25,077.16
DISPATCHER 1-3 YEARS	\$20,273.60	\$20,273.60	\$20,841.26	\$21,424.82
DISPATCHER UNDER 1 YEAR	\$17,942.21	\$17,942.21	\$18,444.59	\$18,961.04
EXECUTIVE SECRETARY-I	\$23,513.16	\$24,500.71	\$25,186.73	\$25,891.96
EXECUTIVE SECRETARY-II over 2 years	\$20,228.13	\$21,078.13	\$21,928.13	\$22,542.11
1-2 years	n/a	\$20,024.22	\$20,831.72	\$21,415.01
0-1 years	n/a	\$18,021.80	\$18,748.55	\$19,273.51
SENIOR CLERK	\$20,228.13	\$21,078.13	\$21,928.13	\$22,542.11
METER ENFORCEMENT OFFICER ***	\$15,859.42	\$16,525.52	\$16,988.23	\$17,463.90

*** PAY TO BE BASED ON 40 HOUR WEEK

ATTACHMENT "A"

(See Clause 9.4 (10))

POLICE TRAINING

The Employer believes in the necessity to provide for continuing education and training of Police personnel. The Employer will provide such training as departmental needs, finances, and personnel scheduling will allow. The Employer agrees to select Police personnel for training on the basis of assignment, shift schedule, seniority, and the factor of how recently the employee has attended a school. The Employer reserves the right to send any officer to specialized training as the needs of the department may require and/or at the discretion of the Chief of Police.

The Employer agrees to assume tuition costs, lodging, and meal costs and transportation costs to and from a training site as outlined below.

Actual on-duty time will be utilized for travel whenever possible.

For all training (voluntary or mandatory), the employee will receive 1/2 hour of comp time for each hour of travel time. Time of travel shall be calculated by assuming an average speed of 60 m.p.h., divided into the one way distance as published in the Official State of Michigan road map. Travel time shall be rounded up or down to the nearest one half hour. Comp time will only be given in 1/2 hour increments. No comp time will be given for any training within 15 miles of Sault Ste. Marie.

Compensatory time off will only be allowed to build up to forty-five (45) hours.

Effective 7-1-96 any employee with hours accumulated in excess of 45 shall be paid for such excess hours at the straight time rate. After 7-1-96 Any hours accumulated over 45 must be used by the employee within the first 2 full pay periods after earning such excess hours. If the excess hours are not used within this 2 pay period time then the Employer

may schedule the use of the hours within the next 2 full pay periods at the Employer's convenience or the Employer may pay the excess hours at the straight time rate.

No comp time allowed if it involves overtime. Comp time will be scheduled no more than twenty-four (24) hours in advance. There will be no one-half hour segments granted for comp time.

The Employer reserves the right to change employee's work schedule to facilitate employee training provided; however, that the Employer will give the employee a minimum of one (1) week's notice of any change. The Employer recognizes the importance of employee input into police training topics and programs and agrees to work with the Union to accomplish the objective of providing equitable and educational career training for police employees.

Employees will not be compensated for study time, night exercises, or other course requirements as may be stipulated in specialized training offered to the employee at an M.L.E.O.T.C. approved training program.

ATTACHMENT "B"
(See Clause 5.2)

OVERTIME CALL-OUT PROCEDURE

THE NEW OVERTIME CALL-OUT PROCEDURE WILL START OUT WITH EACH EMPLOYEE INVOLVED LISTED BY SENIORITY.

DETERMINE AMOUNT OF OVERTIME NEEDED:

MOVE PROBATIONARY PERSON IF POSSIBLE:

DETERMINE WHO IS AVAILABLE FOR THE NEEDED OVERTIME:

WHEN THE OVERTIME CALL-OUT PROCEDURE IS PUT INTO EFFECT THE FIRST PERSON CONTACTED SHOULD BE A PROBATIONARY OFFICER IF

APPLICABLE, AND THAT PERSON WILL BE ADVISED THAT THEY ARE ORDERED OUT AND ARE TO STAND BY UNTIL THE OVERTIME CALL-OUT PROCEDURE IS GONE THROUGH TO GET A UNION EMPLOYEE OUT FIRST. THIS WOULD PUT THE PROBATIONARY OFFICER ON STAND BY FOR AT LEAST 15 MINUTES WHILE OTHER EMPLOYEES ARE BEING CONTACTED.

(FOR A 12 MONTH TRIAL PERIOD OR UNTIL DISCONTINUED BY EITHER PARTY WHICHEVER IS THE EARLIER THE FOLLOWING SHALL APPLY: IF A SERGEANT AND DISPATCHER ARE BOTH OFF AND MANNING HAS DROPPED BELOW THE AGREED NUMBER, AN ATTEMPT WILL BE MADE TO FILL BOTH POSITIONS FROM PERSONS IN EACH JOB CLASSIFICATION. IN THE EVENT THAT THE SERGEANTS' AND DISPATCHERS' POSITIONS CANNOT BE FILLED WITH PERSONS IN THESE JOB CLASSIFICATIONS A PATROL OFFICER WILL BE CALLED TO ACHIEVE THE MINIMUM MANNING ONLY.)

IF THERE ARE NO PROBATIONARY OFFICERS THEN THE FIRST PERSON CONTACTED UNDER THE OVERTIME CALL-OUT PROCEDURE FOR THE PERSPECTIVE UNIT WILL BE ORDERED OUT AND ADVISED TO STAND BY UNTIL THE SHIFT SUPERVISOR GOES THROUGH THE OVERTIME CALL-OUT LIST. THIS PROCEDURE WILL BE DONE IN A REASONABLE TIME (EXAMPLE 15 MINUTES) SO THAT THE PERSON ON STAND BY IS ADVISED IF ANOTHER EMPLOYEE ACCEPTS THE OVERTIME.

DETERMINE WHETHER IT IS A SERGEANTS OVERTIME OR PATROL UNIT OVERTIME. (IF NO SERGEANT ON THE OVERTIME SHIFT THEN A SERGEANT WILL BE CALLED FIRST AND WILL BE ORDERED OUT AND ORDERED TO STAND BY:) IF NO SERGEANT AVAILABLE THEN GO TO THE PATROL UNIT CALL-OUT PROCEDURE. SAME PROCEDURE IN THE PATROL UNIT OVERTIME: SERGEANTS WILL ONLY BE CALLED FOR PATROL UNIT OVERTIME ONCE ALL EFFORT HAS BEEN MADE TO GET A MEMBER OF THE PATROL UNIT OUT.

ALL OVERTIME IS OFFERED TO THE PERSON NEXT IN LINE IN THE PATROL UNIT OR SERGEANTS UNIT WHOEVER IS AVAILABLE THAT CAN

PERFORM THE DUTIES OF THE CREATED VACANCY IN THAT UNIT.

IF SHORTAGE IS FOR FOUR (4) HOURS OR LESS IN DURATION, OVERTIME WILL BE FIRST OFFERED TO THE ON-DUTY PERSONNEL IN THE UNIT WHICH IS APPLICABLE (PATROL OR SERGEANTS). (ON DUTY BEING GETTING OFF OR COMING ON) IF APPLICABLE BY USING THE ON DUTY PLATOON RECORDS. IF REFUSED BY THE ON-DUTY PERSONNEL, THEN OFF-DUTY PERSONNEL IN THE APPLICABLE UNIT (PATROL OR SERGEANTS) WILL BE CALLED BY THE OVERTIME CALL-OUT PROCEDURE FOR AN EIGHT (8) HOUR SHIFT. (EXCEPTIONS: IF THE OVERTIME EXISTS BETWEEN 6:00AM AND 7:00AM, THE ON-COMING ON-DUTY PERSONNEL WILL BE ORDERED OUT PER PLATOON CALL-OUT RECORDS. ALSO IF ON DUTY PERSONNEL REFUSE THE FOUR (4) HOURS AND NO CONTACT CAN BE MADE FOR EIGHT (8) HOURS FROM THE OFF DUTY PERSONNEL THEN ON DUTY PERSONNEL CAN BE OFFERED SIX (6) HOURS ON A VOLUNTEER BASIS AND THIS OVERTIME WILL BE CHARGED TO THE PLATOON OVERTIME RECORDS.

WHEN EVER A MANNING SHORTAGE EXISTS THAT PUTS THE DEPARTMENT BELOW THE AGREED UPON SAFETY MANNING LEVEL FOR MORE THAN FOUR (4) HOURS BUT LESS THAN EIGHT (8) HOURS AN EIGHT (8) HOUR OVERTIME SHIFT WILL BE FILLED BY THE OVERTIME CALL-OUT PROCEDURE.

IF A SHORTAGE EXISTS THAT PUTS THE DEPARTMENT BELOW THE AGREED UPON SAFETY MANNING FOR MORE THAN EIGHT (8) HOURS, THEN OFF-DUTY PERSONNEL WILL BE CALLED TO FILL THAT VACANCY FOR THAT TIME WHICH IS NEEDED TO MEET THE SAFETY MANNING LEVEL BY USING THE OVERTIME CALL-OUT PROCEDURE.

VOLUNTEER OVERTIME: (FRIDAY AND SATURDAY NIGHTS 7PM-3AM)
VOLUNTEER OVERTIME TO HAVE AT LEAST TWO (2) OFFICER UNITS AVAILABLE FOR CALLS ON FRIDAY AND SATURDAY NIGHTS FROM 7PM-3AM EIGHT (8) HOUR SHIFTS. IF THE SAFETY MANNING FALLS BELOW TWO (2) OFFICER UNITS FOR A PERIOD OF FOUR (4) HOURS

OR LESS (7PM-11PM), IT WILL BE OFFERED TO ON-DUTY PERSONNEL FIRST, THEN OFFERED TO OFF-DUTY PERSONNEL BY THE OVERTIME CALL-OUT PROCEDURE FOR VOLUNTARY OVERTIME OF FOUR (4) HOURS ONLY.

EACH PERSON IN THE SERGEANT AND PATROL UNIT WILL RECEIVE A CREDIT FOR HOURS WORKED AND HOURS REFUSED. EACH PERSON IN THE SERGEANT AND PATROL UNIT WILL ALSO RECEIVE A CREDIT WHEN WE ARE UNABLE TO MAKE CONTACT WITH THEM FOR THE OVERTIME, WHETHER IT BE NO ANSWER OR AN ANSWERING MACHINE.

A CREDIT IS ANY BLOCK OF EIGHT (8) OR MORE HOURS THAT ARE WORKED, REFUSED, NO ANSWER, OR ANSWERING MACHINE ON AN OVERTIME DAY.

EXAMPLE:

DISPATCH MAY BE FILLED WITH ANOTHER PATROL OFFICER OR DISPATCHER OR THE TRAINED CLERICAL PERSON (IRENE HARTWIG) UNDER THE PATROL UNIT OVERTIME CALL-OUT PROCEDURE. (EXCEPTION:) (SERGEANTS WILL BE CALLED ONLY AFTER ALL EFFORTS HAVE BEEN MADE TO FILL THESE VACANCIES THROUGH THE PATROL UNIT OVERTIME CALL-OUT PROCEDURE. 'SERGEANTS CAN ALSO BE ORDERED OUT UNDER THIS PROCEDURE.)

PATROLMAN MAY BE FILLED WITH ONLY ANOTHER PATROL OFFICER OR DISPATCHER (PROVIDED A DISPATCHER IS NOT ALREADY ON DUTY). SERGEANTS WILL BE CALLED ONLY AFTER ALL EFFORTS HAVE BEEN MADE TO FILL THIS VACANCY THROUGH THE PATROL UNIT OVERTIME CALL-OUT PROCEDURE. SERGEANTS CAN ALSO BE ORDERED OUT UNDER THIS PROCEDURE.

SERGEANTS VACANCIES WILL BE FILLED BY A SERGEANT BY THE SERGEANTS OVERTIME CALL-OUT PROCEDURE UNLESS ONE IS NOT AVAILABLE BY GOING THROUGH THE OVERTIME CALL-OUT PROCEDURE THEN THE OVERTIME WILL GO TO THE PATROL UNIT.

A LOG OF PLATOON OVERTIME RECORDS FOR FOUR (4) HOURS OR LESS WILL BE MAINTAINED AND KEPT AT THE DISPATCH DESK. IT WILL BE THE RESPONSIBILITY OF THE OFFICER IN CHARGE WHO FILLS THIS OVERTIME VACANCY TO CHECK THIS LOG TO SEE WHO IS IN LINE FOR THIS OVERTIME AND TO THEN MARK THE OVERTIME AGAINST THE OFFICER IN THEIR PLATOON SECTION.

AN EMPLOYEE SHOULD NOT BE CALLED FOR OVERTIME ON SCHEDULED DAYS OFF BEFORE AND AFTER 20 HOURS OR MORE OF SCHEDULED VACATION. (VOLUNTEER ONLY)

A SUBJECT ON PERSONAL LEAVE IS NOT SUBJECT TO CALL-OUT BUT WILL BE CREDITED AS A REFUSAL OR NO ANSWER.

IN THE CASE OF THE ONLY CLERICAL PERSON TRAINED TO WORK DISPATCH (IRENE HARTWIG), IN ORDER TO KEEP THE OVERTIME AS EQUAL AS POSSIBLE, A CREDIT WILL BE GIVEN TO HER WHEN EVER OVERTIME COMES AVAILABLE FOR WHICH SHE WOULD BE IN LINE FOR BUT CANNOT WORK IT BECAUSE IT WOULD PUT HER INTO EXCEEDING THE 18 HOUR SAFETY POLICY.

DETECTIVE IN THE PATROL UNIT CAN ONLY BE USED FOR PATROL DUTIES ON THE VOLUNTEER OVERTIME EIGHT (8) HOUR SHIFT ON FRIDAY AND SATURDAY NIGHTS , AND ONLY AFTER ALL OVERTIME CALL-OUT PROCEDURES HAVE BEEN GONE THROUGH AND NO ONE ELSE IS AVAILABLE OR WANTS IT.

OVERTIME RECORDS WILL BE KEPT ON A QUARTERLY BASIS AND AT THE END OF EACH QUARTER THE CAPTAIN WILL POST THE NEW QUARTERLY OVERTIME RECORDS.