

June 30, 1976

AGREEMENT

BETWEEN

THE CITY OF ST. JOSEPH

AND

THE ST. JOSEPH POLICE OFFICERS ASSOCIATION,
A Division of the Fraternal Order of Police

Lodge No. 96

City of St. Joseph
616-620 Broad St.
St. Joseph, Mi. 49085

City
of
St.
Joseph

AGREEMENT

THIS AGREEMENT made and entered into as of the 1st day of July, 1975, by and between the CITY OF ST. JOSEPH, Michigan, a Municipal corporation, hereinafter referred to as the "CITY," and ST. JOSEPH POLICE OFFICERS ASSOCIATION, A DIVISION OF THE FRATERNAL ORDER OF POLICE, LODGE NO. 96, hereinafter referred to as the "ASSOCIATION."

ARTICLE I - PURPOSE AND INTENT

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

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

ARTICLE II - RECOGNITION

Section 1. Recognition. The CITY recognizes the ASSOCIATION as the sole and exclusive bargaining agent for the purpose of collective bargaining in regard to wages

(including fringe benefits), hours and other terms and conditions of employment for all employees of the St. Joseph Police Department, but excluding clerks, parking enforcement personnel, detective-lieutenants, lieutenants, the Chief of Police and other supervisors as defined by the Michigan Public Employment Relations Act, as amended, herein "Act."

Section 2. CITY's Rights. The ASSOCIATION recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Police Department and its employees are vested solely and exclusively in the CITY.

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

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

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

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

ARTICLE III - ASSOCIATION SECURITY AND CHECKOFF

Section 1. ASSOCIATION Security. All employees in the Bargaining Unit shall, as a condition of continued

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

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

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

ARTICLE IV - NO STRIKE CLAUSE

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

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

ARTICLE V - GRIEVANCE PROCEDURE

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

Section 2. Grievance Procedure. Employees shall discuss any complaint with their immediate supervisor, before attempting to implement the Grievance Procedure. If the grievance is not resolved by oral discussion with the employee's immediate supervisor, the grievance shall be resolved in the following manner:

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

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

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

FOURTH STEP. If the grievance has not been settled in the Third Step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within thirty (30) calendar days after delivery by the CITY to the Steward or his alternate of the Third Step answer. The grievance submitted to arbitration shall be submitted to the Michigan Employment Relations Commission for resolution in accordance with its arbitration rules and regulations, then in existence. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

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

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

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

Section 6. Grievance Investigations. Grievance investigation, to the extent possible, shall be conducted during non-working hours. In those instances where this is not possible, the steward shall request to be excused

by his Lieutenant for the purpose of such investigation. The steward shall complete his investigation as quickly as possible and in such a manner so as to not unnecessarily interfere with the performance of work in the Department.

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

ARTICLE VI - DISCHARGE AND SUSPENSION

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

(a) In the event of suspension or discharge, the employee shall be allowed to discuss the matter with his Steward before leaving the Department, provided that the Steward is reasonably available.

(b) Employee shall have the right to counsel, of his own choosing and at his own expense, before being required to make a statement that might lead to criminal prosecution.

Section 2. Release of Information. It is understood and agreed that when an employee files a grievance with respect to disciplinary action, including suspension or

discharge, the act of filing such grievance shall constitute his authorization of the CITY to reveal to the decision making participants in the Grievance Procedure, relevant information available to the CITY concerning the alleged offense and such filing shall further constitute a release of the CITY from any and all claims or liabilities by reason of such disclosure.

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

ARTICLE VII - SENIORITY

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

Section 2. Probationary Period. All new employees will be probationary for their first twelve (12) months of employment. The Chief shall have the right to extend the probationary period in increments of six (6) months by giving notice to the affected employee. The purpose of the probationary period is to provide an opportunity

for the CITY to determine whether the employee has the ability and other attributes which would qualify him for regular employee status. During such probationary period, the employee shall be on a trial basis, shall have no seniority and may have his employment terminated without regard to his relative length of service. Upon successful completion of the probationary period, the employee shall then have his name added to the seniority list as of the date he was employed.

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

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

(a) If he quits, retires or is discharged for cause.

(b) If, when he has been recalled to work following a layoff, he refuses or fails to return to work within seven (7) calendar days after notice of recall or after a written notice by certified mail of such recall is sent to his last address on record with the CITY, whichever occurs first.

(c) If he is absent for two (2) regularly scheduled working days without notifying a representative of the CITY during such days of a justifiable reason for such absence, unless circumstances beyond the employee's control prevented him from giving such notice.

(d) If he fails to return to work immediately upon the expiration of a leave of absence or accepts employment elsewhere while on a leave of absence.

(e) When he has been laid off for a continuous period equal to the amount of his seniority at the start of such layoff or for a period of twenty-four (24) consecutive months, whichever is the lesser amount of time.

Section 5. Layoff and Recall. If it is necessary to reduce the number of employees in the department, probationary employees shall be laid off first, provided

there are employees with departmental seniority who have the necessary certificates and the present ability to perform the available work. Thereafter, if it is further necessary to reduce the number of employees in the department, the Employer shall determine the number of employees to be removed from each job classification. Employees in a job classification shall be removed on the basis of their classification seniority, provided that the remaining employees have the necessary certificates and the present ability to perform the available work in the classification. Employees removed from a classification may exercise their classification seniority in any other classification in which they have seniority, provided they have the necessary certificates and the present ability to perform the available work in such classification. Employees shall be recalled on the basis of applying the above procedure in reverse order.

Section 6. Reduction of Employees in a Classification.

If it is necessary to reduce the number of employees in a job classification, employees shall be removed on the basis of their classification seniority, provided that the remaining employees have the necessary certificates and the present ability to perform the available work in the classification. Employees removed from a classification may exercise their classification seniority in any other classification in which they have classification seniority, provided they have the necessary certificates and the present ability to perform the available work in such classification. Employees shall be recalled on the basis of applying the above process in reverse order.

Section 7. New Permanent Job Classifications.

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

Section 8. Promotions.

When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification in the Bargaining Unit or in the Lieutenant's classification, the CITY shall post such opening on the bulletin board for a period of

five (5) days (Saturdays, Sundays and holidays excluded). During such five (5) day period, employees who have completed their probationary period may bid for such job or vacancy by presenting to the Chief or his designated representative, a written and signed notification of their desire to be considered for appointment to the vacancy. The appointment to a vacancy in the Bargaining Unit among applicants shall be in accordance with the following procedure:

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

DETECTIVE: Two (2) years as a sworn Police Officer with the CITY.

SERGEANT: Two (2) years as a sworn Police Officer with the CITY.

LIEUTENANT: Four (4) years as a sworn Police Officer with the CITY or two (2) years as a Sergeant with the CITY.

(b) Written Examination - Eligible employees who bid for a job shall be allowed to take a written examination which shall be practical in character and designed to fairly and fully test the comparative merit and fitness of the person examined to discharge the duties of the position sought by them. The passing score for all examinations shall be established prior to the examination being given. Only those applicants who pass the written examination will be eligible to complete the promotional selection procedure. The written examination shall constitute up to a maximum of forty (40) points of an applicant's total final score.

(c) Promotional Potential Evaluation Form. - An employee's performance potential in the position for which he has made application shall be evaluated by the Lieutenants. Such evaluation shall be on the basis of an average of the Promotional Evaluation Forms completed by the Lieutenants within the twelve (12) month period preceding the date of the job posting. If no such form is in existence for an applicant, then the Lieutenants shall conduct

an evaluation. The rating shall constitute a maximum of fifteen (15) points of an applicant's total final score.

(d) Seniority - Each applicant shall receive points for each year of departmental seniority, as follows:

Three to five years	2 points
Five to ten years	6 points
Ten to fifteen years	8 points
Fifteen years and over	10 points

(e) Oral Board Test - The Oral Examining Board shall be appointed by the Chief and shall consist of not less than three (3) law enforcement officers of a rank equal to or greater than that for which application is made, who are not employees of the CITY. The ability of applicants who qualify for the Oral Board Examination to perform the duties of the job classification for which they have made application shall be compared through consideration of the following criteria:

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

The average score obtained by an applicant before the Oral Examining Board shall constitute up to a maximum of twenty-five (25) points of the applicant's total final score.

(f) Chief's Review - The Chief shall score each applicant based upon his opinion of each applicant's ability to perform the job for which he has made application. The Chief's Review shall constitute up to a maximum of ten (10) points of the applicant's total final score.

(g) Eligibility Lists - The final score of each applicant shall be determined. Each applicant with a final score of seventy (70)

or above shall be placed upon an eligibility list ranging from the highest score through the lowest. The City Manager shall fill any permanent vacancy by selecting from among the top three (3) employees on the eligibility list. The eligibility list shall remain in effect for a period of one (1) year from the date of posting or until such time as less than three (3) names appear on the list. If, upon completion of the promotional procedure, an eligibility list contains less than three (3) names, the City Manager may appoint from the list or reduce the eligibility requirements and/or conduct a new examination as defined in subparagraph (6) above.

Section 9. Temporary Transfers. The CITY shall have the right to temporarily transfer employees, irrespective of their seniority status, from one job classification to another within the Police Department to cover for employees who are absent from work due to pass days, illness, accident, vacations or leaves of absence for the period of such absences. The CITY shall also have the right to temporarily transfer employees within the Bargaining Unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise for a period of not to exceed ninety (90) calendar days in any calendar year. It is understood and agreed that any employee within the Unit temporarily transferred in accordance with the provisions of this section, shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred.

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

ARTICLE VIII - LEAVES OF ABSENCE

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

Section 2. Medical Leave of Absence. An employee who, because of pregnancy, illness or accident, is physically unable to report for work, shall be given a leave of absence without pay and without loss of seniority for a period of time equal to their length of seniority up to a maximum of twenty-four (24) months. If, during the period of such leave of absence, the employee desires to maintain his or her insurance in effect, the premium for such insurance shall be paid in advance by the employee to the CITY. The employee shall supply the CITY with a certification from a medical doctor of the necessity for such absence, or the continuation thereof, when the same is requested by the CITY. If the CITY questions the medical certificate, it may require such employee to submit to a physical examination by the CITY doctor and the CITY shall pay its doctor and all fees and bills as a result of such physical examination. If, after such examination, the CITY's doctor does not agree with the employee's doctor's decision that the employee is physically unable to report for work, then the CITY's doctor and the employee's doctor shall mutually agree upon a third doctor; and the decision of the two (2) doctors out of three (3) herein mentioned shall be final and binding on the CITY and the employee. The fees and bills incident to the third doctor shall be paid jointly by the CITY and the employee.

Section 3. Funeral Leave. Employees shall receive the amount of pay they would have received on a regular eight (8) hour straight time basis for each day necessarily lost during regularly scheduled work week, not to exceed three (3) days to make arrangements for and attend the funeral

of a member of their immediate family. This payment shall not be made for any of such three (3) days on which the employee for any reason would have been absent from work. The three (3) days above referred to shall be three (3) consecutive calendar days ending with the day of the funeral and to be eligible for such pay the employee must notify the CITY as soon as possible of the necessity for such absence, must attend the funeral, and, if requested by the CITY, must present proof of death.

(a) Immediate family is to be defined as: mother, father, wife, husband, children, brother, sister, brother-in-law, sister-in-law, father-in-law, grandmother and grandfather, or other unspecified relatives if they live in the employee's household.

Section 4. Injury Leave. Whenever an employee is incapacitated other than permanently as a result of an injury resulting from his work while on duty as a result of his employment with the CITY, he may use his accumulated sick leave credits so that when combined with his Workman's Compensation benefits he will continue to receive his regular pay.

ARTICLE IX - SICK LEAVE

Employees shall accumulate sick leave at the rate of eight (8) hours per month for each completed month of service. Unused sick leave shall accumulate from year to year on an unlimited basis.

(a) When an employee is entitled to sick leave, he shall be paid sick leave in one (1) hour increments up to a maximum of eight (8) hours for each duty day missed while on sick leave.

(b) Sick leave shall be retroactive to July 1, 1971. Such sick leave accumulation shall be computed on the basis of eight (8) hours per month, minus sick leave used since July 1, 1971.

(c) Upon death or retirement, an employee shall be entitled to payment for up to a maximum of one hundred twenty (120) days of his unused sick leave that has been accumulated

since July 1, 1971. The payment for each hour of such accumulated unused sick leave shall be on the basis of fifty (50%) percent of the employees' straight time hourly rate of pay.

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

ARTICLE X - WAGES

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

Section 2. Overtime. Overtime will be paid at the rate of one and one-half (1-1/2) of the regular hourly rate of pay for all assigned work performed beyond the regular shift or the regular work week to the nearest computed tenth of an hour. This provision shall not apply to hours worked as a result of traded time or working pass days as provided in Article X, Section 3 below. An employee's regular hourly rate of pay shall be determined by dividing his annual salary by 2,080. There shall be no pyramiding of overtime.

Section 3. Court Appearances. When, as a result of performing his duties as a police officer, an employee is subpoenaed to make a court appearance or appearance before an administrative agency during off duty hours, the employee shall be paid for a minimum of two (2) hours at time and one-half his regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency computed to the nearest tenth of an hour, whichever is greater. The payment for time necessarily spent shall not include the first hour of any lunch recess taken by the court or administrative agency. An employee's regular hourly rate of pay shall be determined by dividing his annual salary by 2,080. As a condition of receiving such payment, the employee shall assign his court or administrative agency appearance fee to the CITY. The two (2) hour minimum shall

not apply if the court appearance or appearance before an administrative agency occurs during the two (2) hour period immediately prior to the time an officer was scheduled to report for duty provided that the officer is compensated for the time from the start of his appearance to the start of his shift, nor shall it apply to the two (2) hour period following his scheduled duty hours provided the officer is compensated from the end of his shift to the end of the appearance.

Section 4. Call-in Pay. When an employee is called in to work, other than for training sessions or departmental meetings, at a time other than for his regularly scheduled shift, such employee shall be paid a minimum of two (2) hours at one and one-half (1-1/2) of his regular hourly rate of pay or for the actual time necessarily spent computed to the nearest tenth of an hour at one and one-half (1-1/2) of his regular hourly rate of pay, whichever is greater. This provision does not apply to employees who were previously scheduled to start work prior to their regular starting time and who may be retained after their regular quitting time, nor shall it apply to employees who are called in for periods of less than two (2) hours prior to the start of their shift but who continue to work their regular shift thereafter.

Section 5. Training Sessions or Departmental Meetings. When an employee is required to attend a Departmental meeting or training session during a time other than his scheduled shift, he shall be paid at the rate of one and one-half (1-1/2) of his regular hourly rate of pay for the time actually expended at such meeting or session with a guaranteed minimum of one (1) hour.

Section 6. Pay for Temporary Transfers. When an employee is temporarily transferred from the classification of Patrolman to Sergeant or Lieutenant for an entire shift, the employee shall receive a premium of five (\$5.00) dollars per day, provided that the temporary transfer is for the convenience of the CITY and is not required because of the trading of duty days or the working of pass days. Such premium pay shall be accumulated and paid within two (2) weeks following the end of each calendar quarter.

ARTICLE XI - HOURS OF WORK

Section 1. Hours of Work. The hours of each shift and procedure for rotation of employees on the various

shifts shall remain as they existed prior to the execution of this Agreement, unless the Chief determines that a condition exists which requires alterations in the existing procedure.

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

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

Shift #1	12:00 p.m. to 8:00 a.m.
Shift #2	8:00 a.m. to 4:00 p.m.
Shift #3	4:00 p.m. to 12:00 p.m.

Briefing shall occur during the ten (10) minute period preceding the start of each shift.

Section 2. Training Sessions. The CITY and the ASSOCIATION recognize the necessity for on-the-job training. The CITY shall plan training programs and may require the attendance of the employees at the training sessions.

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

ARTICLE XII - VACATIONS

Section 1. Eligibility and Allowance. Full-time permanent employees who as of December 31st have completed less than one (1) year of continuous service with the CITY shall be entitled to one-half (1/2) day of paid vacation for each full calendar month of employment up to a maximum vacation period of ten (10) days. Full-time permanent employees who, as of December 31st, have completed more than one (1) year of continuous service with the CITY shall be entitled to paid vacation in accordance with the following schedule:

<u>Seniority</u>	<u>Vacation Period</u>
1 year but less than 10 years	10 days
10 years but less than 20 years	15 days
20 years but less than 30 years	20 days
More than 30 years	25 days

Section 2. Vacation Scheduling. The Chief shall determine the number of employees that may be off duty during any particular vacation period. Vacations must be taken before the end of the year after the first anniversary date in which they are earned.

Section 3. Termination of Employment. If an employee who is otherwise eligible for vacation with pay quits after giving two (2) weeks prior notice or is discharged without having received the vacation pay for which he is eligible, such employee shall receive along with his final pay check, the unused vacation pay for which he qualified on his prior employment anniversary date.

ARTICLE XIII - HOLIDAYS

Section 1. Definition. The following days are designated as holidays under this Agreement: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, one-half (1/2) day before Christmas Day and one-half (1/2) day before New Year's Day.

Section 2. Holiday Pay. Employees who are regularly scheduled to work on a day that is celebrated as a holiday, but not required to work, shall continue to receive their regular salary. Employees scheduled to work on a day celebrated as a holiday and who are required to work, shall receive in addition to their regular salary, their regular straight time hourly rate of pay for each hour actually worked on the holiday to a maximum of eight (8) hours for a full day holiday and four (4) hours for a half-day holiday. Employees not regularly scheduled to work on a day celebrated as a holiday, shall receive holiday pay as if they had actually worked on a holiday.

Section 3. Eligibility. In order to receive the holiday referred to above, an employee must have actually

worked during the period of the thirty (30) calendar days which preceded the date celebrated as a holiday unless failure to work during such thirty (30) calendar day period is due to a regularly scheduled vacation. Additionally, an employee not scheduled to work on a holiday must have worked his last regularly scheduled working day before and his first regularly scheduled working day after the holiday, unless on either or both days he is excused from work. Employees scheduled to work on a holiday must actually work the holiday or be excused from work in order to be entitled to holiday pay.

ARTICLE XIV - LONGEVITY

Section 1. Longevity Bonus. Each full-time permanent employee who is employed by the CITY on December 1st and has completed one (1) year of continuous service will receive annual longevity pay, payable in December, on the following basis:

<u>Service</u>	<u>Annual Bonus</u>
1 year	1/2% of annual earnings.
2 years	1% of annual earnings.
3 years	1-1/2% of annual earnings.
4 years	2% of annual earnings.
5 years	2-1/2% of annual earnings.
6 years	3% of annual earnings
7 years	3-1/2% of annual earnings.
8 years	4% of annual earnings.
9 years	4-1/2% of annual earnings.
10 years	5% of annual earnings.
10 years or more but less than 15 years	5% of annual earnings.
15 years or more but less than 20 years	7-1/2% of annual earnings.
20 years or more	10% of annual earnings.

ARTICLE XV - HOSPITALIZATION AND LIFE INSURANCE

Section 1. Hospitalization Insurance. The CITY agrees to pay the cost of the present hospitalization plan for employees and their families.

Section 2. Life Insurance. A life insurance policy in the amount of Ten Thousand Dollars (\$10,000) with double indemnity for loss of life resulting from an on-the-job accident shall be provided each full-time permanent employee after completion of the qualification period.

ARTICLE XVI - MISCELLANEOUS

Section 1. Clothing. The CITY agrees to furnish at no cost to employees three (3) summer and three (3) winter uniforms and to provide replacement uniforms for garments damaged or worn out in the course of duty. Additionally, the CITY agrees to continue its practice of providing police "leathers", guns and "duty" ammunition.

Section 2. Departmental Rules and Regulations. The CITY shall have the right to make such rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and effective operation of the Department and to require compliance therewith after notice to the ASSOCIATION and affected employees. Any complaint relative to the reasonableness of any such rule or regulation may be considered a grievance and be subject to the Grievance Procedure contained in this Agreement. The existing rules and regulations shall be revised and republished within sixty (60) days following execution of this Agreement.

Section 3. Subcontracting. The CITY's intention is to use employees covered by this Agreement for police work. In order to accomplish this goal or when required by sound economic conditions, the CITY retains the right to subcontract work or assign work currently performed by employees covered by this Agreement to other CITY employees. A special conference shall be held for the purpose of discussing any proposed change and the effects of the proposed change on bargaining unit employees. Such discussion will be taken into consideration prior to a final decision being made.

Section 4. Bulletin Board. The CITY shall provide a bulletin board upon which the ASSOCIATION shall be permitted to post notices concerning ASSOCIATION business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 5. Separability and Savings Clause.
In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XVII - DURATION

Section 1. Duration. This Agreement shall become effective as of the 1st day of July, 1975, and shall remain in full force and effect through the 30th day of June 1976, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the 30th day of June 1976 or sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 17th day of July, 1975.

ST. JOSEPH POLICE OFFICERS
ASSOCIATION, A DIVISION OF
THE FRATERNAL ORDER OF POLICE,
LODGE No. 96

CITY OF ST. JOSEPH

Dennis Soucek Pres.

Gerald W. Hepler

GERALD W. HEPPLER
CITY MANAGER

[Signature]

Robert P. Machalleck

ROBERT P. MACHALLECK
PURCHASING AGENT

APPENDIX A

SALARY SCHEDULE

The salary schedule setting forth the rates of pay for Patrolmen and Sergeants that is effective July 1, 1975 is as follows:

CLASSIFICATION

Patrolman	Start	\$11,134.24 -
	6 months	11,389.04 -
	1 year	11,647.22 -
	18 months	11,902.28 -
	2 years	12,156.04 -
	Sergeants	

Effective the beginning of the first pay period in January, 1976, the salary for each job classification covered by this Agreement shall be subject to an upward adjustment. The maximum salary and the longevity payment based upon the average years of service of employees in each classification covered by this Agreement shall be determined and then compared with the average obtained in comparable classifications in fifteen (15) cities. Such calculation shall be made jointly by a representative of the CITY and the ASSOCIATION and shall be made in the same manner as used in calculating the June 27, 1975 "Police Officers Wage Survey on 15 Cities By Population". The average shall be determined by calculating, for each city, the maximum salary and longevity payment that would be payable based upon the average years of service of employees in the classification employed by the City of St. Joseph. The maximum salary and longevity schedule shall be based upon the benefits scheduled to go into effect on or before January 1, 1976. For Cities involved in an Act 312 Arbitration Proceeding for which a final award is not issued by December 15, 1975, will not be taken into consideration for the purposes of calculating the average, referred to above.