

**AGREEMENT**

**between**

**CITY OF ST. LOUIS**

**and**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**Effective July 1, 2024 through June 30, 2027**

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ARTICLE I  
AGREEMENT

1.1: Effective Date. This Agreement is made and entered into as of the \_\_\_\_\_ day of April 2024, between the City of St. Louis, a Municipal Corporation (herein referred to as the “Employer” or the “City”) and the Police Officers Association of Michigan, on behalf of the St. Louis Police Officer’s Association, existing under the laws of the State of Michigan (herein referred to as “POAM” or the “Union”).

ARTICLE II  
PURPOSE AND INTENT

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

ARTICLE III  
RECOGNITION

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

All full-time police officers (defined as those regularly scheduled to work 80 hours in each two week period), all part-time police officers (defined as those regularly scheduled to work less than 80 hours in a two week period), but excluding the Chief of Police, all command officers above the rank of Sergeant, and all other employees of the Police Department.

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

ARTICLE IV  
REPRESENTATION

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

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

ARTICLE V  
AGENCY SHOP

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

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

ARTICLE VI  
DUES CHECKOFF

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

- A. The Union shall obtain at least annually, from each employee, a completed checkoff authorization form, which shall conform to respective state and federal laws concerning that subject. The form used shall be the authorization form attached herein. The checkoff authorization form shall be filed with the payroll department, which may return an incomplete or incorrectly completed form to the Union treasurer and no checkoff shall be made until such deficiency is corrected.
- B. The Union shall provide at least 30 days' written notice to the City of the amount of Union dues and/or representation fees to be deducted from the wage of an employee in accordance with this section and any further changes in said dues or fees.

- C. The Union assumes full responsibility for the disposition of the deduction so made, once they have been sent to the POAM office. All dues checkoff will be mailed directly to the Treasurer, Police Officers Association of Michigan, 27056 Joy Road, Redford, Michigan 48239-1949. The Union will notify the City in writing of the official address where all dues checkoff deduction shall be sent and the City may rely on that address until the address is again changed by written notice.
- D. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If for any reason the Employer fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- E. The Union agrees that at no time will it solicit or collect monies of any kind for the Union on Employer's time.
- F. The signed authorization form may be revoked only by written notice given to both the City and the Union.
- G. In the event a refund is due any employee for any sum deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- H. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made.
- I. Checkoff deductions under all properly executed authorization forms for checkoff of dues shall become effective at the time the application is signed by the employee and shall be deducted at the next regular payroll where deductions are made for the other employees.

J. AUTHORIZATION FORM

To the City of St. Louis:

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

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

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

By: \_\_\_\_\_

Print Last Name First Name

\_\_\_\_\_

Address

\_\_\_\_\_

State Zip Code Telephone

\_\_\_\_\_

Signature Date

ARTICLE VII  
HOLD HARMLESS

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

ARTICLE VIII  
MANAGEMENT RIGHTS

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

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of material, tools, and equipment to be used, and the discontinuance of any services, material or methods or operation;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased and repaired thereof;
- C. To subcontract or purchase all work, processes or services for the construction of a new facility;
- D. To determine the number, location, station and type of facilities and installations;
- E. To decide the work functions to be performed and the amount of supervision necessary;
- F. To determine the size of the work force and increase or decrease its size;
- G. To hire, assign and layoff employees;
- H. To reduce the work week or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day and before any such action the City shall discuss the action with the Union;
- I. To permit municipal employees other than police department employees to perform bargaining unit work when in the opinion of management, this is necessary for the conduct of municipal services and all members of the Union have been offered a chance to work if available;
- J. To direct the work force, assign work, and determine the number of employees assigned to operations (specifically including without limitation the right to assign command officers in the Police Department to do patrol work);
- K. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new classification;
- L. To determine lunch, rest periods and cleanup times, the starting and quitting time and the number of hours to be worked;
- M. To establish work schedules;
- N. To discipline, suspend and discharge employees for just cause;

- O. To adopt, revise and enforce working rules and carry out cost and general improvement programs; however, no rule or regulation shall be adopted thereafter without notice to the Union;
- P. To select employees for promotion or transfer to supervisory or other positions with any employee having the right to refuse a promotion or transfer before it is initially accepted by the employee;
- Q. To determine the qualification and competency of employees to perform available work.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

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

9.2: Grievance Process. All grievances shall be processed in the following manner:

- A. Step I. Grievances shall be presented by the aggrieved employee or the President of the Association promptly, and in all cases, no later than five calendar days after the occurrence of the incident which gave rise to the grievance or five calendar days from the time the employee or Union representative should reasonably have known he had grounds for a grievance. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify all provisions of this Agreement alleged to have been violated by appropriate reference and state the contention of the employee or the Union with respect to those provisions, indicate the relief requested and be signed by the employee(s) affected. The grievance shall be presented to the Chief of Police or his designee. The Chief or his designee shall give his written answer within five days after receipt of the grievance.
- B. Step II. If the grievance is not satisfactorily resolved at Step I, it may be appealed by submitting the grievance to the City Manager, in writing, within three days following receipt of the Employer's answer in Step I. Within 10 days after the grievance has been submitted at Step II, the City Manager shall schedule a meeting with the President of the Union. Either party may have outside representatives present, if desired, but only if the other party is notified at least 48 hours in advance of the meeting. The City Manager shall deliver his written answer to the President of the Union within five days after the meeting.
- C. Step III. If the grievance is not satisfactorily resolved at Step II, it may be submitted to arbitration, in accordance with the requirements herein. A request for arbitration must be made in writing within five days following receipt of the City's answer to Step II. Within 10 days after the grievance has been submitted at Step III, the City

Manager shall schedule a meeting with the President of the St. Louis Police Officers Association and Union representative to try to agree upon an arbitrator. If the parties cannot mutually agree on the selection of an arbitrator within five days and the Union wishes to carry the matter further, they shall, within five days file a demand for arbitration with the American Arbitration Association or the Federal Mediation and Conciliation Service and an arbitrator will be chosen in accordance with rules and regulations of the agency.

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

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

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

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

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

ARTICLE X  
PUBLIC SECURITY

10.1: Interruption of Services. The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union therefore agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, blue flu, sick outs, stoppages of work or any acts that interfere in any manner or to any degree with the services of the City. The occurrence of any such acts or actions prohibited in this section shall be deemed a violation of this Agreement. Any employee who commits any of the acts prohibited in this section shall be subject to discharge or other disciplinary action as may be determined by the Employer. There shall be no lockouts of the employees by the City.

ARTICLE XI  
NO DISCRIMINATION

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

ARTICLE XII  
SENIORITY

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

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

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

12.4: Seniority. Seniority of an employee for full or part-time benefits shall commence after the employee has completed his initiatory period and shall be retroactive to the date of hire except as modified by Article XXII. An employee shall forfeit his seniority only for the following reasons:

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

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

12.6: Job Vacancies. When the City determines to fill a job vacancy or job assignment, the vacancy/job assignment shall be posted in the police department for five (5) days. The posting shall outline the basic work to be performed, hours of work and duration of the job/assignment. Interested employee(s) shall submit a letter of interest to the Chief of Police or his designee within five (5) days after the posting. Filling of the vacancy/assignment shall be based on qualities and abilities of the employee to handle the vacancy/assignment, as well as seniority. Management's choice is not subject to the grievance procedure.

12.7: Shift Assignments. Shift assignments shall be made by the Chief or his designee or deputy in their exclusive discretion. Assignment of an unfilled shift shall be offered to available and qualified law enforcement officers in decreasing order of seniority; should all available and qualified law enforcement officers decline the assignment, the least senior available and qualified law enforcement officer shall be required to accept the assignment. Vacations shall be allowed on the basis of seniority if initially requested more than 30 days before the start of the vacation. That is, the senior employee shall have choice of vacation dates unless that should interfere with the operation of the department. The Chief may in his sole discretion, limit the number of full time officers on vacation during a given week. Any vacations requested during the 30 days before the start of the vacation will be first come, first serve basis when schedules can be adjusted and there is no interference with the operation of the department.

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

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

- A. All part-time employees in the classification(s) shall be laid off first, provided that the remaining employees are qualified to perform all required jobs.
- B. Then initiatory employees in the classification(s) shall be laid off, provided that the remaining employees are qualified to perform all required jobs.
- C. If further reductions are needed, full-time employees in the classification(s) shall be laid off by inverse seniority, provided that the remaining employees are qualified to perform all required jobs.
- D. If, at the time of a layoff, the Police Department consists of more than four (4) full-time police officers, the Employer may lay off the least senior full-time police officer prior to laying off part-time police officers as required in paragraph A, above, or initiatory part-time police officers as required in paragraph B, above. The laid off full-time police officer shall be allowed the opportunity to become a part-time police officer and utilize his or her seniority within the part-time ranks to work as permitted under the contract.

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

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

12.12: Promotions. The employer shall post openings for the rank of Sergeant in the police department for five (5) days. Eligible employees shall submit a letter of interest to the Chief of Police or his designee within five (5) days after the posting.

Promotions to the rank of Sergeant shall be made by management on the basis of qualities and abilities of the employee to handle the position, as well as seniority. Management's choice is not subject to the grievance procedure.

Promotions to positions outside the bargaining unit are not subject to this section and are exclusive rights of the City.

ARTICLE XIII  
GENERAL CONDITIONS

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

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

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

13.4: Other Meetings. The City and the Union hereby agree that they shall, from time to time, at a mutually convenient time, and on notice of either to the other, hold meetings to adjust pending grievances and discuss procedures for avoiding future grievances, and such other issues as either may deem to improve the relationship of the parties.

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

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

13.7: Residency. The approved area of residency for full-time employees is within 30 miles of the nearest City boundary. A new employee shall move into the approved area within six months from the date of completion of the initiatory period.

13.8: Other Employment. Union members shall be permitted to partake of part-time employment outside of their duties as employees, provided that such part-time employment does not interfere with their work as employees or does not reduce their efficiency as employees and provided further, that they shall not perform work of a nature or for such persons, corporations or institutions as shall present a possible conflict of interest. They shall not wear uniforms or any part of the

uniform of the City or use any City equipment while doing such part-time work. It is recognized and understood that any such part-time work shall be at the sole risk and peril of the individual employee and he shall not be subject to any insurance or Worker's Compensation benefits provided by the City.

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

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

13.11: Animals. Officers shall be expected to handle all animals, when such action is called for in the line of duty, including protecting human life, removing animals from positions of danger whether dead or alive, and in all circumstances where such handling is a part of their work as officers. Officers shall not be expected to act as dog catchers for the simple convenience of citizens and no officer shall transport dead or alive animals, except as part of the duties above.

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

13.13: Uniforms and Equipment. The City shall furnish each full-time officer the following uniforms: four summer shirts, one spring or light-weight jacket, one summer hat, four winter shirts, three pair of trousers, one winter jacket, one pair of winter leather gloves, two name plates, one hat badge, one coat badge, one shirt badge, one belt, one I.D. wallet, one I.D. wallet badge and two ties. Annually, during the month of July, the City shall pay to each full-time officer an allowance of \$150 to cover incidental clothing needs and cost associated with shoes or boots necessary for the job.

Each part-time officer shall be furnished: one summer shirt, one summer hat, one winter shirt, one pair of trousers, one winter jacket, one name plate, one hat badge, one coat badge, one I.D. wallet, one I.D. wallet badge, one pair of shoes or one pair of boots not to exceed \$100.00, and one tie. The shoes will be replaced upon approval of the Chief of Police.

Officers are prohibited from wearing uniforms when off-duty, except the limited time necessary traveling to and from work. Only equipment authorized for off-duty use may be used off-duty.

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

The City further agrees to provide dry cleaning of uniform trousers, shirts and jackets.

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

13.15: Investigative Work. Officers assigned to investigative work will normally conduct investigation using police department vehicles. In the event a department vehicle is not available, and permission is obtained from the Chief or his designee, an officer may utilize his own automobile, and will be reimbursed at the current approved I.R.S. rate per mile for the use thereof.

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

13.17: Use of Reserves & Part-Time Officers. The City shall be entitled to hire police reserves and part-time officers. Police reserves and part-time officers may be used by the City, provided such utilization does not deprive members of the Union of their individually assigned shifts. In addition to other duties assigned, the City will schedule reserve officers, if available, during the hours of 8:00 p.m. and 4:00 a.m. to assist a full or part-time officer during the shift. Part-time employees will receive no benefits except worker's compensation.

Any part time police officer asked to work as a police clerk will be paid the current hourly starting rate of pay for a police clerk.

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

13.19: Use of Command Officers. The command officers above the rank of Sergeant, who are excluded from this bargaining unit, may nonetheless perform patrol work for the City.

ARTICLE XIV  
GENDER

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

ARTICLE XV  
HOURS OF EMPLOYMENT

15.1: Regular Schedule. The regular schedule for each police officer shall consist of six 12 hour days and one 8 hour day in a two week period, which shall average 40 hours a week.

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

The above schedule requires four full-time police officers in order to provide coverage for approximately 24 hours per day, seven days per week. If the City implements an additional road patrol shift to be worked, the police officer working such a shift shall have a regular work schedule of 80 hours per two-week pay period, with the schedule to be determined by the Chief of Police or the Chief's designee. If this additional shift is created and no existing employee wants to work it, it will be filled by the least senior qualified bargaining unit member.

ARTICLE XVI  
OVERTIME PAY

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

16.2: Overtime Rate of Pay. Overtime shall be paid for all hours worked by a police officer in excess of 80 hours in a two week period. All overtime worked shall be paid at the rate of one and one-half the regular hourly rate. If an employee works overtime hours in both police officer and police clerk classifications in the same pay period, the employee's regular hourly rate shall be computed according to the "weighted average method."

The "weighted average method" calculates the employee's total wages earned from the City during the pay period in question, excluding any overtime premium. That total wage amount is then divided by the employee's total hours worked for the City during that pay period. The quotient is the weighted average hourly wage earned by the employee during the pay period. The employee is then paid an additional 50 percent of that weighted average hourly wage for all overtime hours worked during the pay period.

Recognized paid holidays, paid personal business leave, paid vacation, and compensatory time used shall be considered as time worked for purposes of determining overtime pay. Unpaid absences shall not count as time worked for purposes of overtime.

Opportunities to obtain training/credentials allowing an officer to instruct, certify or teach other officers will be posted two weeks in advance when possible so officers with an interest can apply. The decision on who will attend will be made by the Chief of Police in his/her sole discretion.

When an officer attends a City approved training, the officer will be compensated at their straight time rate for travel to and from training. The time spent in the training class is eligible for overtime. If an officer attends training on their regularly scheduled workday, they may return to finish their shift, or use accrued paid time off (i.e. comp time) to cover the time remaining on their shift, or they shall take the remainder of the shift unpaid.

16.3: Called In For Duty. An employee called in for duty for other than the employee's regularly scheduled shift (including but not limited to being subpoenaed to court or required to attend an administrative hearing as part of the employee's law enforcement duties) shall be paid for a minimum of two hours. The pay shall be at the overtime rate for full-time employees and at the straight time rate for part-time employees (unless overtime pay is otherwise required for part-time employees). No minimum time will be allowed in two situations. First, overtime worked immediately following a regularly scheduled shift shall not have a minimum time. Second, overtime started two hours or less before the start of a regularly scheduled shift shall not have a minimum time. If overtime work is started two hours or less before the start of a regularly scheduled shift and is completed before the start of the regular shift, the employee will report for regular duty and will not receive overtime for starting work early unless the complete regular shift is worked. The two hour minimum pay shall not apply if an employee is called back to complete an assignment which the employee should have completed during the regularly scheduled shift.

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

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

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

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

16.7: Comp Time. In lieu of overtime pay, an employee may place a maximum of 60 hours in comp time. Comp time earned is defined as overtime hours worked, multiplied by 1.5. Comp time off is defined as regularly scheduled work time off with pay at straight time wages. A comp time absence is defined as any uninterrupted time off which does not include an absence for any reason other than comp time, such as but not limited to a scheduled day off, a holiday, or a vacation day. A comp time absence may be as little as one hour if the Chief does not have to call an officer in to cover, does not have to schedule an officer not already scheduled to work, does not occur

during a special event, and does not require the payment of overtime to any officer. A maximum of 40 hours of comp time may be used at one time. All requests for use of comp time must be approved by the Chief or his designee, at least 48 hours prior to its use. Holiday overtime cannot be used as comp time. Comp time earned during any calendar year and not used by June 30 will be paid to the employee the following month at the employee's straight time rate.

16.8: Overtime Pay. Officers working in March during Daylight Savings time changeover will be paid for the eleven hours they actually work. Officers may supplement their pay for the shift by using one hour of accrued vacation or personal time. Officers working in November during the Daylight Savings time changeover will be paid for the thirteen hours they actually work. If the officer exceeds 80 hours actually worked for the pay period, overtime will be paid accordingly.

## ARTICLE XVII HOLIDAY PAY

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

New Year's Day	Presidents Day
Memorial Day	Good Friday
Fourth of July	Day after Thanksgiving
Labor Day	Day before Christmas
Thanksgiving	Day Before New Year's
	Christmas

Part-time police officers will be paid time and one half for hours they work on the above holidays.

17.2: Holiday Pay. Holiday hours are 110 per year for full-time police officers. Such time shall be accrued at the rate of 10.0 straight time hours for each holiday as it passes. The total accrued time shall be paid in an officer's final regular paycheck prior to Thanksgiving of each year. The payment shall be for all of the holidays for which the officer is eligible for payment, from December 1st of the prior year through November of the current year. If a police officer's active employment is terminated or interrupted (e.g. layoff, leave of absence, etc.), he shall be paid the accrued holiday pay to the last day he worked. If a police officer is scheduled to and does work on a holiday, he shall be paid, in addition to accruing holiday pay, time and one-half for all hours worked; if a police officer is not scheduled to work but is called in to work a holiday, he shall be paid, in addition to accruing holiday pay, double time for all hours worked.

17.3: Administrative Positions Holiday Pay. When a Sergeant is assigned to a Monday through Friday position in the administrative office, working regular office hours, Section 17.2 will not apply to that officer. Instead, the officer will follow the office staff holiday policy. The officer will not work on the holiday and will be paid 8 hours straight time through payroll as holiday pay.

ARTICLE XVIII  
VACATION

18.1: Vacation Benefits. Full-time employees shall earn vacation leave with pay in accordance with the following schedule based upon their completed vacation benefit years of service as of July 1 each year:

After one full vacation benefit year of service	80 hours;
After five full vacation benefit years of service	120 hours;
After ten full vacation benefit years of service	160 hours;
After eighteen full vacation benefit years of service	200 hours.

Each employee will be credited with vacation leave on July 1 of each year, to be used during the next 12 months.

An eligible employee is qualified to receive vacation leave in accordance with the schedule above provided the employee has worked at least 1600 hours during the previous vacation benefit year (July 1 – June 30).

Employees with less than one vacation benefit year of service (or 1600 hours) will receive paid vacation on a pro-rated basis.

All paid leave shall count as hours worked for the purpose of vacation leave eligibility. Unpaid leave shall not count as hours worked for the purposes of calculating vacation benefit eligibility. Further, one hour of work shall be counted as one hour of work regardless of the rate at which it was paid.

Vacation leave which must be taken in minimum four (4) hour blocks, may not be taken unless granted by the Chief and approved by the City Manager. Decisions to grant or deny a vacation request shall be based on: (1) the time of the request (specifically, failure to request vacation before posting of work schedule); (2) department's work schedule; (3) availability of other qualified employees, and (4) seniority.

Vacation leave may not be used while an employee is serving the initiatory period as a new employee.

18.2: Termination – Vacation Pay Out. Earned vacation shall be that vacation leave time due the employee for work performed during the previous vacation benefit year. Vacation shall be earned on July 1. Accrued vacation shall be that vacation time accumulated during the vacation benefit year that would be credited to an employee's vacation leave balance the following July 1.

An employee who has worked less than 1600 hours at the time of termination will have accrued a pro-rata vacation based upon the number of hours actually worked; provided however, that the hours lost (based on 40 hours per week) as a result of a worker's compensable injury suffered in

the course of employment with the City, which renders the employee unable to work following said injury, shall be counted toward the 1600 hour minimum.

Upon termination of employment, an employee shall be paid for vacation leave earned and accrued, except in the case of voluntary quit with less than two (2) weeks notice. In the case of voluntary quit with less than two (2) weeks notice, all vacation leave earned shall be paid, however, any accrued vacation shall be forfeited. Vacation taken after employee's last day of work shall not satisfy the notice period. Employees terminated during the initiation period shall forfeit all earned or accrued vacation time.

18.3 Vacation Carryover. The City believes vacations are valuable for the employee's personal health and effectiveness. Employee are, therefore, encouraged to take their full vacation allowed each year; however, a maximum of 48 hours may be carried over from one vacation benefit year to the next. Any vacation in excess of 48 hours shall be permanently forfeited if not used by June 30. The City Manager may grant additional carryover, not to exceed 144 hours, based upon a written request showing extenuating circumstances.

## ARTICLE XIX RETIREMENT

19.1: Defined Benefit Plan. The City agrees to maintain a B-3 Benefit Program with the Michigan Municipal Employees' Retirement System. All employees participating in the B-3 Benefit Program contribute .53 percent of their gross compensation toward its cost. This B-3 Benefit Program is provided for eligible employees hired before January 1, 2000.

19.2: Defined Contribution Plan. All eligible employees hired on or after January 1, 2000 shall participate in the defined contribution plan sponsored by the Michigan Municipal Employees' Retirement System, rather than the defined benefit plan. Eligible employees hired before January 1, 2000 shall be given the option of participating in the defined contribution plan, rather than the defined benefit plan. The City will contribute eight percent of gross compensation. Each covered employee shall contribute three percent of gross compensation, and may contribute more to the extent allowed in the retirement plan and to the extent allowed by law. The defined contribution plan shall have a vesting schedule of 20 percent per year of service. The City will match employees contributions into their 457 account up to 2% annually. Example 1: Employee contributes 1%, City contributes 1%. Example 2: Employee contributes 3%, City contributes 2%.

**ARTICLE XX**  
**SICK LEAVE**

20.1: Sick Time Benefit. The City will provide both short-term disability (STD) and long-term disability (LTD) for all eligible full-time employees, with the cost for such benefits capped at the rate in effect as of the first effective date of this contract. Thereafter, any premium in excess of that amount will be the sole responsibility of the employee, pursuant to Section 23.5 of this Agreement. The STD benefit will be for 180 days, with eligibility as of one (1) day for an accident and eight (8) days for an illness. The LTD policy begins after 180 days and provides benefits, for eligible employees, for a maximum of five (5) years.

Annually, on July 1<sup>st</sup>, the City shall credit each employee with a maximum of fifty-four (54) hours of paid time (with total Bank time not to exceed 96 hours) to be placed in the employee's "Bank." No employee shall be allowed to bank more than 96 hours. "Bank" time may be used for the employee's own illness, to care for a member of the immediate family who is ill and/or for fulfilling the waiting period for STD. For purposes of this provision, "immediate family" shall include spouse, child, step-child and parents).

Sick Leave Time earned that exceeds the 96-hour bank will be paid at 50% of the pay rate at which it was earned to the extent that it may be deposited into the employee's HSA. Once the employee reaches the HSA annual contribution limit, any additional excess Sick Leave Time is forfeited.

"Bank" time may be used to supplement worker's compensation leaves or be used if an employee exhausts STD coverage.

The City and the Union understand and agree that the STD and LTD benefits are intended to provide lost income and not to duplicate payments made by the City for paid time. Therefore, if the employee receives either STD or LTD payments for any period for which the employee has also received paid time from the City, the employee will reimburse the City up to the amount of STD or LTD payment made for such a period.

20.2:-Worker's Compensation Allotment. On the date of hire and thereafter annually, with the start of the new fiscal year on July 1st, the City shall credit each employee with paid time to bring them up to a maximum of 120 hours in a Worker's Compensation Allotment. No employee shall be allowed to accrue more than 120 hours. The time in this Allotment may only be used to replace hours the officer was scheduled to work and unable to work due to suffering an injury on the job. If the Employee receives Workers Compensation wage loss benefits for time for which the Employee has been reimbursed from this allotment, the Employee will sign over the Worker's Compensation Benefit reimbursement to the City. This Allotment has no termination/retirement/death benefit.

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

20.4 Personal Business Leave. On July 1 each year, all full time employees shall be eligible for

24 hours personal business leave per year which are not subject to a deduction from sick leave accumulation. Additionally, all full time employees may elect to convert up to 24 hours accumulated sick leave as additional personal business leave per year (July 1 – June 30).

Personal business leave may be used in any combination of time blocks with a minimum of one hour. No partial hours will be recorded. Time must be rounded to the next full hour. Personal business leave may be used as vacation.

New hire employees are not eligible to use personal business leave while serving an orientation period. Any new hire employee terminated during an orientation period shall forfeit any personal business leave that may have been credited.

Prior to use of any personal business leave, the employee is required to make written request, which must receive the approval of the supervisor or department head prior to the personal business leave being taken. Such approval is at the discretion of the department head.

Personal business leave will be lost if not taken in the year allotted.

20.5: Death or Retirement. Upon death or retirement, the employee or his estate shall be entitled to be paid one-half of his accumulated unused "Bank" time, at the rate of pay prevailing at the time of such death or retirement.

20.6: Unpaid Sick Leave. If an employee uses all of his accumulated "Bank" time and is still unable to return to work due to illness or injury, the employee may request in writing an unpaid sick leave for an additional six months. During the unpaid sick leave the City may request and shall receive periodic doctor's reports. The employee on leave will not receive any fringe benefits or accumulate seniority. Unpaid leave is defined as a period where the employee has not received payment from the City and does not include a period where the employee is receiving payment under an STD or LTD policy.

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

20.7: Family and Medical Leave Act. FMLA leave is available pursuant to the FMLA policy found in the City's Employee Handbook.

## ARTICLE XXI FUNERAL LEAVE

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

<u>Time off allowed</u>	<u>Relationship</u>
up to 4 days	Spouse, child, stepchild and anyone living in the house of the employee as a member of his household.
up to 3 days	Parent, sibling, parent-in-law and stepparent
up to 1 day	Aunt, uncle, niece, nephew, grandparent, grandchild, and where the employee is a pallbearer at a funeral.
1 extra day if	The employee has responsibility for the funeral arrangements or the distance to be traveled is greater than 500 miles.

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

## ARTICLE XXII INSURANCE

22.1: Life. Each employee shall be covered under the City's group term life and Accidental Death and Dismemberment Policy in the amount of \$30,000.00, the City shall pay all of the premiums.

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

22.3: Hospitalization. The City shall investigate available health care options to find the best option, substantially similar to what all City employees currently have or better.

The City will pay 80% of health coverage costs and the employee will pay 20% of health coverage costs.

During the term of this Agreement, should the total annual cost of health care increase 12.5% or more, either party shall have the right to seek to re-open the Agreement to discuss health care only.

22.4: Dental. The City agrees to provide eligible regular full-time employees covered by this Agreement and their eligible dependents with dental insurance which pays reasonable charges for the following services.

Class I - (Type I: With co-payment of 0%) Preventative and Diagnostic services for oral examination, emergency treatment of pain relief, cleaning and topical applications of fluoridation.

Class II - (Type II: With co-payment of 20%) Minor restorative services, x-rays as required, oral surgery, procedures for diseased/damaged nerves (root canals), gums and supporting structures of the teeth.

Class III - (Type III: With co-payment of 50%) Major restorative services for cast restorations and crowns. Also covers services and appliances such as bridges and dentures.

22.5: Payment of Premiums. Whenever an employee is obligated to pay a portion of an insurance premium pursuant to this Agreement, the employee shall timely make such payment by payroll deduction. However, if an employee's check is insufficient to cover the employee's share of the premium, the employee shall timely deposit with the City such additional monies as are necessary to cover the employee's portion of the premium. If the employee fails to deposit such monies with the City, the City's obligation to pay its portion of the premium for such employee and any eligible dependents shall be terminated.

22.6: Insurance Continuation. For eligible employees, the City's continuation or termination of group insurance benefits, and the City's payment of all or a portion of the premiums for such, shall be as follows.

- A. The City will continue coverage and its portion of the premium payments on behalf of an eligible employee only during the first six months of an approved medical leave of absence necessitated by a duty-incurred injury suffered by the employee.
- B. The City will continue coverage and its portion of the premium payments on behalf of an eligible employee during any period mandated by the FMLA. This paragraph shall be applicable to the extent the City, the particular employee and the particular group insurance plan are all subject to the FMLA.
- C. The City will continue coverage and its portion of the premium payments on behalf of an eligible employee only during the first 30 days of a layoff or an approved leave of absence for any reason other than a reason described in A or B above.
- D. All such insurance benefits, and the City's premium payments for such, shall terminate upon an employee's quit or discharge.

## ARTICLE XXIII SALARIES

23.1: Rates of Pay. The following hourly rates of pay shall be in effect during the term of this Agreement:

POLICE OFFICER: Hourly Wage

Effective Date	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> and Greater Years	Sergeant* (See Sec. 23.3)
07/01/24	28.15	28.85	30.26	31.74	32.81	33.82	36.53
07/01/25	28.71	29.43	30.87	32.37	33.47	34.50	37.26
07/01/26	29.29	30.02	31.48	33.02	34.14	35.19	38.00

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

Part-time officers shall receive a reduced rate of pay for the six-month probationary period of their employment. For that portion of the first six months until the part-time Officers have successfully completed their Field Training Officer Program, they will be paid 75% of the prevailing starting rate of pay for a full time Police Officer. After successful completion of the probationary period, and any extensions thereof, the part-time Officer will receive 100% of the prevailing starting rate of pay for a full-time Officer. The Chief of Police, in his sole discretion, shall have the right to increase the new hire rate of pay ahead of the above schedule and to start new hires at 100% rate of pay of starting patrol wage if he chooses.

23.3: SERGEANT: Shall receive wages which are 8 percent above the top step of the current full-time police officer’s salary schedule.

\* See Red Circle Rate Memorandum for Administrative Sergeant Kristi Forshee pay rate.

23.4: Field Training Officer (FTO) Compensation: The City will pay FTO’s an additional \$0.50 per hour spent as the FTO training another officer.

23.5: Night Shift Premium: Employees working the mid-shift or the night shift will be paid a premium of \$0.50 per mid or night shift hour worked.

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

23.6: Sponsoring Academy Candidates: When the City determines a candidate would be a good fit for the department, the City in its’ sole discretion will pay the upfront costs of sending the

candidate through the police training academy, including tuition, supplies, and minimum wage while attending the academy. If the officer fails to successfully complete the training, the officer shall reimburse the City for all costs incurred by the City for said training. Upon successful completion of the academy and certification of an Officer, the Officer will be hired as a probationary officer. In consideration of this benefit offered by the City, the officer agrees to remain in the employ of the City for 3 full years after completing the program. If the officer fails to remain in the employ for three full years after completion of the program, the officer shall fully reimburse the City for all up-front costs paid by the City to train the Officer. At the time the Officer begins the program, the Officer shall sign an agreement that sets forth the terms of this section, acknowledging the Officer's obligations and commitments, and allowing reimbursement by payroll deduction to the greatest extent permitted by law. An Officer who enrolls in the training program and fails to complete it, may be terminated by the City at the City's sole discretion without recourse by the Officer.

ARTICLE XXIV  
EFFECTIVE DATE AND DURATION

24.1: Effective Date. This Agreement shall be effective July 1, 2024 and it shall continue until June 30, 2027.

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

24.3 Emergency Manager. Pursuant to MCL 423.215(7), it is acknowledged by the City and the Union that an Emergency Manager appointed under the Local Government and School District Financial Accountability Act can reject, modify, or terminate a collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act and that this provision is a prohibited subject of bargaining.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF ST. LOUIS

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Daniel Kuhn  
Business Agent

---

Ralph Echtenaw  
Mayor

ST. LOUIS POLICE OFFICERS  
ASSOCIATION

---

Matthew Van Hall, President

---

Jamie Long,  
City Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of St. Louis (“City”), the Police Officers Association of Michigan (“Union”) and Sergeant Kristi Forshee (“Sergeant”) regarding Police Sergeant Kristi Forshee. In entering into this Memorandum of Understanding, the parties agree as follows:

1. Kristi Forshee is a Police Sergeant in the City of St. Louis Police Department.
2. It is acknowledged that Sergeant Kristi Forshee is assigned to work as an Administrative Sergeant in the City Offices, and as part of that assignment, her normal work hours are 80 hours per two week period each Monday through Friday from 8:00 am to 4:00 pm.
3. In her assignment as Sergeant, Kristi Forshee has been following the Holiday schedule for administrative City employees, taking Holidays off that fall on regular workdays, and receiving 8 hours of holiday pay for those Holidays.
4. It is acknowledged that in addition to the above Holiday schedule and pay, Sergeant Kristi Forshee has also been receiving a lump sum holiday payment of 110 hours as payment for the same holidays, as provided in Article 17, Section 1 of the Collective Bargaining Agreement between the parties.
5. It is acknowledged and agreed that the parties wish to end the pyramiding and double payment of holidays to the Sergeant.
6. In consideration of the effect of eliminating the double holiday pay for the Sergeant, which the parties recognize would financially harm the sergeant, the parties have agreed to a one time increase in the annual wage rate of Sergeant Kristi Forshee by \$3,055.83 based on 2080 hours per year. This wage adjustment for Kristi Forshee is a “red circle” rate personal to her and does not apply to any other current or future employee of the City of St.

Louis.

7. The increase in hourly rate for Sergeant Kristi Forshee represents 110 hours at her regular hourly rate, divided by 2080, the regular hours worked in a year.

8. The parties agree that this one-time hourly increase **was** applied to Sergeant Kristi Forshee's wage rate prior to the annual wage increase in the collective bargaining agreement which **took** effect on July 1, 2022. Based on this Memorandum and the Collective Bargaining Agreement commencing July 1<sup>st</sup>, **2024**, Sergeant Forshee's wages, shall be as follows:

**Commencing July 1, 2024: \$38.22/hour**

**Commencing July 1, 2025: \$38.98/hour**

**Commencing July 1, 2026: \$39.76/hour**

9. It is agreed that this action **was** a one-time, non-precedent setting action and it does not apply to any other employees of the City, now or in the future, including other employees who may hold the position of Police Sergeant. To settle the remaining provisions of the MOU dated December 23, 2020, Sergeant Forshee **was** paid for 70 straight-time hours to account for holidays that came between December 1, 2021 and June 30, 2022. This payment **was** made on the last payday before Thanksgiving, 2022 and **was** the last of its type during the term of **that** Collective Bargaining Agreement.

10. All other terms and conditions of the Collective Bargaining Agreement remain in effect as set forth in said agreement. This Memorandum does not affect Sergeant Forshee's ability to receive future wage increases as negotiated during future collective bargaining.

11. The City and the Union, through their undersigned designated representatives, hereby agree that this Agreement is full, final, complete and binding upon both parties and that the Union has the authority to enter into this Memorandum of Understanding.

**FOR THE UNION:**

**FOR THE CITY OF ST. LOUIS**

By: \_\_\_\_\_  
Daniel Kuhn  
Its: Business Agent  
Police Officers Association of Michigan  
Dated: April \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Kurt Giles  
It's: City Manager  
Dated: April \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Matthew Van Hall  
Its: President  
The St. Louis Police Officers Association  
Dated: April \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Kristi Forshee  
Its: Member  
Police Officers Association of Michigan  
Dated: April \_\_\_\_\_, 2024

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