

LABOR AGREEMENT

CITY OF MONROE

AND

INTERNATIONAL UNION OF POLICEASSOCIATIONS

MONROE POLICE DEPARTMENT

LOCAL #81, AFL - CIO

2021-2023

AGREEMENT.....	1
PURPOSE OF INTENT	1
ARTICLE I: UNION RECOGNITION	1
ARTICLE II: MANAGEMENT RIGHTS.....	1,2
ARTICLE III: STRIKES AND LOCKOUTS	2
ARTICLE IV: UNION DUES	3
ARTICLE V: BULLETIN BOARDS.....	3
ARTICLE VI: MEETING PLACE.....	3
ARTICLE VII: CONVENTIONS AND MEETINGS.....	3,4
ARTICLE VIII: COURT TIME.....	4
ARTICLE IX: SICK LEAVE	4,5
ARTICLE X: VACATION TIME.....	5,6,7
ARTICLE XI: MILITARY SERVICE	7
ARTICLE XII: INCENTIVE PAY PLAN	7, 8
ARTICLE XIII: SALARY	9, 10,11
ARTICLE XIV: WORKING HOURS.....	11
ARTICLE XV: EQUIPMENT.....	12
ARTICLE XVI: DUTIES AND RESPONSIBILITIES	13
ARTICLE XVII: GRIEVANCE PROCEDURE	13
ARTICLE XVIII: INSURANCE.....	13, 14
ARTICLE XIX: PLEDGE AGAINST DISCRIMINATION AND COERCION.....	14,15
ARTICLE XX: SAVINGS CLAUSE.....	15
ARTICLE XXI: CONTRACT TERM.....	15
SIGNATURE PAGE.....	16

AGREEMENT

On this ____ day of _____ 2021, the City of Monroe (hereinafter referred to as the CITY), and the Monroe Police Local #81, International Union of Police Associations, AFL-CIO, (hereinafter referred to as the UNION), enter into and agree to the following contractual agreement (the "Agreement").

PURPOSE OF INTENT

The general purpose of the Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the CITY, its citizens, its employees, and the UNION.

The parties agree and recognize that it is the obligation of the CITY by law to establish and the obligation of the UNION to render proper services to the public. To these ends, the CITY and the UNION encourage to the fullest degree, friendly and cooperative relations between the representatives at all levels and among all employees.

ARTICLE I: UNION RECOGNITION

SECTION I

The City recognizes the **UNION** as the sole and exclusive collection bargaining agent for all full-time patrolmen, radio operators, jailers, secretary to assistant chief, secretaries, accountant, beginning clerk, clerk I, clerk II and meter clerks, excluding the Chief, Assistant Chief, Majors, Captains, Lieutenants, and Sergeants, and all other employees, for the purpose of collective bargaining with respect to matters of pay, wages, hours of employment, and other terms and conditions of employment.

The positions of Chief, Assistant Chief, Majors, Captains, Lieutenants, Sergeants, and all other employees not part of the bargaining unit may be listed in the Agreement from time-to-time solely for administrative convenience.

ARTICLE II: MANAGEMENT RIGHTS

SECTION I

All managerial rights are reserved to the CITY except as herein expressly limited. Subject only to the other provisions of the Agreement, the CITY reserves the right to utilize personnel and the methods, in the most efficient manner possible, to manage and direct the employees, including the rights to hire, promote, classify, transfer, assign or retain employees in positions within the Department in accord with applicable laws; to take any appropriate disciplinary action against employees for cause; to determine the size and composition of work forces; to determine the best methods and technology by which operation of the Department should be conducted. Should any employee covered by this Collective Bargaining Agreement be aggrieved by the action of the CITY

through the authority of this Article, the employee and the Union body reserve and retain the recourse of the CIVIL SERVICE BOARD established for the purpose within the City of Monroe and/or the Court of proper jurisdiction.

SECTION II

The City and management have the right to implement work-related furloughs for any existing employee, and any furlough will result in the employee not receiving any money or wages during the period of the furlough, excluding state supplemental pay, if applicable. Further, during a furlough, any portion of an employee's pay funded by the Police Salary Sales Tax Proposition passed on or about September 18, 2004, and referenced in Article XIII, Section I, shall be reimbursed to the City's general fund, including any associated costs, such as Medicare and pension contributions at the City's most current contribution rate. For the purposes of this section, furlough shall mean time off without pay, excluding state supplemental pay, if applicable.

ARTICLE III: STRIKES AND LOCKOUTS

SECTION I

The UNION shall neither cause, engage in, or encourage, nor shall any employee cause or engage in any strikes, refusals to cross picket lines, sympathy strikes, work slowdowns, work stoppages, interruptions, delays of work, sit-downs, refusals to work overtime, nor any mass false illnesses such as the Blue Flu. The CITY has the right to require medical examination by the physician mutually agreed upon by the City and the employee, of any employee or employees suspected of having false illnesses such as Blue Flu in violation of this Section. The City shall pay for the required medical examination. Failure to submit to the medical examination shall be grounds for discipline by the CITY. Any employee who violates this ARTICLE shall be subject to discipline by the CITY. Any employee disciplined shall have reserved to him all rights of appeal through normal channels.

SECTION II

Upon the receipt of written notice by the CITY that employees covered by the Agreement are engaging in the conduct prohibited by Section I above, the UNION, its Officers, agents or representatives shall take all possible action to end such unauthorized conduct. Such UNION action shall include the conspicuous posting of all notices on the bulletin board used by the UNION pursuant to Article V below and at all other locations where the UNION customarily posts notices. The notices shall bear the signature of the duly authorized representative of the UNION and shall state that a violation of the non-strike clause is in progress and that all employees are instructed to return to work immediately.

ARTICLE IV: UNION DUES

SECTION I

The CITY shall deduct regular monthly UNION dues from the pay of each UNION member, and the procedure used for deduction of union dues shall be agreed upon by the CITY and the UNION, so long as said procedure includes the voluntary execution by the employee of a written and specific authorization for such deductions. Said authorization shall be revocable at any time at the will of the employee by delivery of a letter of revocation to the Chief of Police. The amount of such deduction and a list of employees to be included will be furnished and kept up to date by the UNION.

ARTICLE V: BULLETIN BOARDS

SECTION I

The CITY shall permit the UNION to use a bulletin board at each assembly area for the purpose of posting notices deemed necessary for the UNION. No political notices will be posted on the above-mentioned bulletin boards.

ARTICLE VI: MEETING PLACE

The CITY shall permit the UNION the use of the Patrol Briefing Room for the purpose of holding regular and special UNION meetings as not to interfere with normal operations of the department.

ARTICLE VII: CONVENTIONS AND MEETINGS

SECTION I

The EXECUTIVE BOARD shall have the exclusive right to select from its EXECUTIVE BOARD not more than five (5) delegates to attend, without loss of pay, the annual I.U.P.A. and AFL-CIO Convention.

The union shall have the exclusive right to select from its EXECUTIVE BOARD no more than five (5) members, unless additional members are authorized by the Chief of Police, to attend the Louisiana Peace Officers Convention, the Municipal Peace Officers Convention, and the annual Louisiana Union of Police training session, as well as other peace officer related conventions and/or meetings, with the choice of the meetings to be mutually agreed upon by the CITY and the UNION. The aforementioned delegates shall be the sole and exclusive representatives of the UNION.

The president of the UNION, or his/her designee, shall be granted administrative leave to attend board meetings of the Municipal Police Retirement System.

SECTION II

Members of the executive board of the UNION shall be granted administrative time to attend the Legislative Sessions (pertaining to the Union and/or membership) as needed each year. Every effort shall be made to accommodate the UNION in its efforts to attend the legislative sessions.

The City shall allow the president of the UNION, or his designee, administrative time up to two (2) weeks, unless additional time is authorized by the Chief of Police, to attend Louisiana State Legislative Session to address issues pertinent to the organization. Incidental expenses incurred by the designee/President will be paid by the Monroe Police Local #81 Union.

Additional time, up to one week, will be granted in the case of a special session and on extended legislative sessions when items pertaining to the UNION or its membership are to be addressed.

Any leave under this Article, including Sections I and II, is subject to the prior approval of the Chief of Police. Notwithstanding the foregoing, if a declared state of emergency exists or if an employee on vacation leave would need to be called back to work to accommodate any request for administrative leave under this Article, the Chief of Police can deny the request for administrative leave.

ARTICLE VIII: COURT TIME

All off-duty court time spent by employees covered by this Agreement as the result of the employee's regular tour of duty, on behalf of the City of Monroe, State of Louisiana, or United States Government shall be compensated monetarily. This time shall be compensated for at the regular hourly rate of pay, with a minimum pay of three (3) hours. In addition, each employee will be paid for the noon recess, if the employee is required to return to the afternoon session of Court.

ARTICLE IX: SICK LEAVE

SECTION I

Each employee employed prior to January 1, 1996, and covered by the Agreement shall be allowed the maximum amount of sick leave in any one twelve (12) month period as is mandated by Louisiana Revised Statute R.S. 33:2214. Employees, other than Police Officers and Jailers, who were employed after December 31, 1995, shall be governed by the CITY's sick leave policy. Police Officers and Jailers are covered under R.S. 33:2214, regardless of the date of employment.

SECTION II

Sick Leave Incentive:

Each employee not utilizing any sick time in a quarter will be awarded an additional vacation day

equivalent to the number of hours worked in an employee’s regularly-scheduled workday. For example, if an employee’s regularly scheduled workday is 8 hours, the employee would be entitled to 8 additional hours of vacation for that quarter; if an employee’s regularly-scheduled workday is 12 hours, they would be entitled to 12 additional hours of vacation for that quarter. If an employee’s regularly-scheduled workday changes during a quarter (e.g., an employee is moved from a 12 hour shift to an 8 hour shift or vice versa), then the vacation allotment will be calculated based on the regularly scheduled hours on the last day of the quarter.

SECTION III

The sick leave policy will be enforced equally among employees.

All previously accrued ULT (“Uncompensated Leave Time”) shall not be compensable upon separation of employment.

ARTICLE X: VACATION TIME

SECTION I

After completing one (1) year of employment, which is measured from the employee's hire date, each employee covered by the Agreement shall enjoy a paid vacation each twelve (12) month period, with the year being measured from the employee's anniversary hire date.

SECTION II

The vacation time allotted each employee covered by this Agreement shall be computed vacation hours as follows:

(1) One through five years continuous service	150 hours
(2) Over five through ten years continuous service	190 hours
(3) Over ten through fifteen years continuous service	230 hours
(4) Over fifteen years continuous service	270 hours

Continuous service shall mean service which does not include an absence of one year from employment with the Monroe Police Department.

Each employee covered by the Agreement shall have the option of using their vacation hours in any one (1) hour or more increment. Each employee shall have the option-of carrying up to 960 hours to be taken individually or collectively. Departmental seniority and policy shall prevail in the scheduling of vacation time in accordance with Departmental manpower needs.

No vacation hours earned in excess of 960 hours will be credited to any employee.

If made available for City employees, the option for cash in of vacation hours will also be made

available to Monroe Police Department employees.

SECTION III

Designated Holidays, Extra Holidays and Pre-Holidays

The following are designated holidays:

New Year's Day
Martin Luther King Day
Easter
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday

(If an employee's birthday falls on designated holiday, they will be compensated for both.)

Designated Holiday: If an employee works on a "designated holiday" they will receive double time pay for the number of hours worked on that day. The employee will also receive a floating holiday for that holiday equal to the number of hours the employee is regularly scheduled to work. If an employee is scheduled off or utilizes time to be off on a designated holiday, they will receive a floating holiday equal to the number of hours they are regularly scheduled to work. (Example: If employee works a 12 hour shift on a designated holiday, the employee will receive 24 hours of pay and 12 hours of floating holiday time).

Extra Holiday: From time to time the Mayor may grant an "extra holiday." For example, the Mayor may grant the Friday after Thanksgiving as an "extra holiday." On these days, all employees (working or off) will receive a floating holiday equal to the number of hours they are normally scheduled to work.

Pre-Holiday: From time to time the Mayor may grant a "pre-holiday" where employees are allowed to leave early. For example, the Mayor may grant the Wednesday before Thanksgiving as a "pre-holiday" and allow employees to leave at 3:00 pm. This pre-holiday runs to the close of business hours for the City which is 5:00 pm. On these days, all employees that remain at work will receive floating holiday hour(s) equal to the number of "pre-holiday" hours (start of the pre-holiday until 5:00 pm). With the previous example, if an employee is allowed to take off for the "pre-holiday" hours, the employee will not be awarded two hours of floating holiday time.

For the purposes of this section, "floating holiday" is defined as follows: hours earned for the purposes of paid time off but not compensable if unused.

No floating holiday hours earned in excess of 240 hours will be credited to any employee.

SECTION IV

Departmental seniority and policy shall prevail regarding the use of floating holiday time, in

accordance with Department manpower needs. The Department will recognize floating holiday time off as it recognizes compensatory time and as further outlined in the compensatory time policy document titled Paul W. Brown et al vs. City of Monroe, docket #3:02-1666.

ARTICLE XI: MILITARY SERVICE

SECTION I

Any employee who is a member of reserve force of the United States or of this State and who is ordered by the appropriate authority to attend a compulsory annual training period (i.e. summer camp), under the supervision of the United State or this State, shall be granted leave with pay, not to exceed fourteen (14) days for such activity.

SECTION II

Any employee who is ordered into active service or who being a member of a reserve force is activated in the armed forces of the United State or of this State, while in the service of the employer, shall be granted a leave of absence without pay for the period of such military service.

ARTICLE XII: INCENTIVE PAY PLAN

SECTION I

A system of college incentive pay shall be in effect for all full-time employees in the Classified Service, meaning those who are covered by the State of Louisiana Fire and Police Civil Service Law. An employee may only be eligible for one plan (the highest he/she is qualified to earn). This incentive pay scale will apply when an employee has or obtains the following:

- (1) Upon his/her employment with the Department or upon being earned, an employee with one (1) year of college credits (32 semester hours) or more in an approved curriculum shall be paid one hundred dollars (\$100) per month above his/her base pay.
- (2) Upon his/her employment with the Department or upon being earned, an employee with an associate degree or two years (2) years of college credit (64 semester hours) or more in an approved curriculum shall be paid one hundred fifty dollars (\$150.00) per month above his/her base pay.
- (3) Upon his/her employment with the Department or upon being earned, an employee with a Bachelor's Degree in an approved curriculum shall be paid two hundred twenty-five (\$225.00) per month above his/her base pay.
- (4) Upon his/her employment with the Department or upon being earned, an employee with a Master's Degree in an approved curriculum shall be paid two

hundred seventy-five dollars (\$275.00) per month above his/her base pay.

Employees hired after September 13, 2011, shall only receive college incentive pay for an Associate Degree, Bachelor's Degree, or Master's Degree. Semester hours will not be considered for these employees.

SECTION II

Professional longevity pay shall be paid to those employees in the Classified Service. Said pay shall be granted to the employee in addition to his base pay on a monthly basis. The scale of pay is to be as follows:

(1) One through three years continuous service	\$50.00
(2) Over three through five years continuous service	\$75.00
(3) Over five through nine years continuous service	\$100.00
(4) Over ten through fifteen years continuous service	\$125.00
(5) Over fifteen years of continuous service	\$175.00
(6) Over twenty years of continuous service	\$225.00

Professional longevity pay shall be granted to those qualified employees whose years of service are accumulated with the Monroe Police Department and do not include an absence of more than one (1) year from employment with the Monroe Police Department.

SECTION III

Each employee shall be granted both of the aforementioned pay plans, as he/she becomes eligible.

SECTION IV

Eligible employees shall be entitled to receive the following:

- (1) Each employee covered by the Agreement who successfully completed the EMT-Paramedic Training Program shall be entitled to the sum of two hundred dollars (\$200.00) per month as additional incentive pay, provided however, that for such entitlement to continue, the employee must successfully complete the refresher course given each other year and provided that any employee receiving Emergency Medical Technician-Paramedic pay shall not receive First Responder pay. Before receiving the above EMT-Paramedic incentive pay, each employee shall provide the Appointing Authority written certification demonstrating successful completion of the semi-annual, required refresher course.
- (2) Each employee covered by the Agreement who successfully completes the Emergency Medical Technician-Basic Training Program shall be entitled to the sum of one hundred seventy-five dollars (\$175.00) per month as additional incentive pay, provided however, that for such entitlement to continue, the employee must successfully complete the refresher course given every other year and provided that

any employee receiving Emergency Medical Technician-Basic pay shall not receive First Responder pay.

- (3) Each employee covered by the Agreement who successfully completes the First Responder Course, or a course of its equivalence, shall be entitled to the sum of one hundred dollars (\$100.00) per month as additional incentive pay, provided however, that such entitlement to continue, such employee must successfully complete the refresher course given every other year.

SECTION V

Each employee covered by the Agreement, who is classified by the Department at K-9 Patrol, in accordance with departmental rules, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay.

SECTION VI

Each employee covered by the Agreement, who is classified by the Department as a member of the Dive Team, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay.

SECTION VII

Each employee covered by the Agreement, who is classified by the Department as a Bomb Technician, shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive/hazardous duty pay.

SECTION VIII

Employees designated by the Chief of Police as Field Training Officers, Communications Training Officers, and Departmental Records Clerk Training Personnel shall receive the sum of one hundred dollars (\$100.00) per month as additional incentive pay.

SECTION IX

Each employee designated by the Chief of Police as a member of the Traffic Division who has successfully obtained certifications in Traffic Investigation and Reconstruction shall receive the sum of (\$100.00) per month as additional incentive pay.

ARTICLE XIII: SALARY

SECTION I

The minimum annual base salaries are as set forth below:

MPD SALARIES		
CLASSIFICATION	RANK	ANNUAL BASE PAY
9001	BEG PATROL	\$33,481.00
9002	PATROL I	\$34,292.00
9003	PATROL II	\$36,448.00
9004	CORPORAL	\$40,244.00
9005	SERGEANT	\$43,902.00
9006	LIEUTENANT	\$45,831.00
9007	CAPTAIN	\$49,357.00
9008	MAJOR	\$52,882.00
9009	ASST CHIEF OF POLICE	\$62,746.00
9011	SECRETARY TO THE CHIEF OF POLICE	\$37,725.00
9016	POLICE SUPPLY CLERK	\$33,434.00
9017	BUDGET & ACCOUNTING ADMINISTRATOR	\$34,590.00
9019	SUPERVISOR OF POLICE RECORDS	\$39,792.00
9020	STENOGRAPHER	\$33,424.00
9021	EVIDENCE OFFICER	\$29,789.00
9023	CLERK BEG	\$28,217.00
9024	CLERK I	\$29,000.00
9025	CLERK II	\$29,787.00
9026	POLICE COMMUNICATIONS SUPERVISOR	\$39,792.00
9027	RADIO OPERATOR BEG	\$31,780.00
9028	RADIO OPERATOR I	\$33,108.00
9029	RADIO OPERATOR II	\$34,434.00
9030	METER CLERK	\$29,715.00
9032	CUSTODIAN	\$29,112.00
9039	JAILER BEG	\$30,326.00
9040	JAILER I	\$31,661.00
9041	JAILER II	\$33,104.00
9044	JAILER SUPERVISOR	\$39,792.00
9043	CRIME ANALYST	\$52,497.00

*The "Annual Base Salary" includes pay from the Police Salary Sales Tax Proposition passed on September 18, 2004. This increase in salary shall be governed by the Plan for Utilization of Sales and Use Tax for Fire and Police Personnel and any applicable laws and is subject to the collection of sufficient sales tax revenue to pay new base.

SECTION II

All full time employees covered under the Agreement shall receive supplemental pay (hereafter called "25th Check") with funds generated from the Police Salary Sales Tax Proposition passed on September 18, 2004. The monetary allotments shall be divided equally amongst all employees subject to this agreement. The allotments of the 25th Check shall be issued in the employees' regular payroll check on or before November 15th yearly. If the monetary allotment is increased for one employee, all employees shall receive that increased amount. This payment shall be subject to available funds and in accordance with the call for the police Salary Sales Tax.

An employee with less than one year of continuous employment shall receive a prorated 25th Check. The amount of the check will reflect the time of employment between the date of hire and the issuance of the last supplemental pay.

The UNION and the CITY must approve of the funds availability prior to the issuance of any supplemental pay.

ARTICLE XIV: WORKING HOURS

SECTION I

Overtime work shall be all work performed in excess of forty (40) hours in any one calendar week, including any training time, unusual work-related travel time, or other compensable time as prescribed by FLSA.

SECTION II

Any full-time employee required to actually work in excess of forty (40) hours of any calendar week, except as provided in Article VIII of the Agreement, shall be paid at the rate of one and one-half times his hourly wage, (the term hourly wage as used in any section of this contract shall be a computation of hourly rate based on the employee's monthly salary which will include the employee's base salary plus professional longevity, college incentive pay, and state supplemental pay). Vacation, sick, compensatory leave, floating holiday leave, or any other type of leave shall not be counted as hours actually worked for overtime purposes.

An employee called out shall receive four (4) hours minimum pay at an overtime rate. However, an employee who shall be called in to receive any disciplinary action shall not be deemed to have been called out and shall not be compensated, therefore, if said action is for just cause. The Internal Affairs Division should make an effort to accommodate the employee's schedule.

SECTION III

Departmental seniority and policy shall prevail regarding the use of compensatory time in

accordance with Department manpower needs. All Monroe Police Department personnel shall be governed by the compensatory time policy document Paul W. Brown et al vs. City of Monroe #3:02-1666.

SECTION IV

The scheduling of the days of work and hours of work of all employees covered by the Agreement shall be at the discretion of the Chief of Police. Efforts will be made to accommodate the personal desires of the employees.

ARTICLE XV: EQUIPMENT

SECTION I

The CITY shall furnish each employee covered by the Agreement with the following listed equipment: two sets of handcuffs, two handcuff cases, one coat badge, one duty belt, one holster, one flashlight, one ammunition pouch, three belt keepers, one name tag, four short-sleeve shirts, three long-sleeve shirts, four pairs of pants, one tie, one jacket, one raincoat, one handgun and ammunition for such handgun, plus replacement items as needed due to destruction or wear. A monetary allotment should be given to plain clothes employees. Each individual will furnish his own socks and belt. Plain clothes employees will also be furnished a holster and ammo pouch, when required.

SECTION II

Patrolmen, Jailers, Radio Operators, Secretary to the Chief, Secretaries, Accountant, Steno-Clerks, Clerks, Meter Clerks, and all officers acting in the capacity of plain clothes officers, shall receive an annual \$125.00 allowance for shoe expense payable on January 1 each year. The CITY will be required to pay \$50.00 each month on the 15th for uniform maintenance.

Any new employee that is hired between the dates of January 1st – July 31st will be eligible for the shoe allowance their first year. Anyone hired after July 31st will receive their shoe allowance on January 1st of the next year.

Employees hired on or after September 13, 2011, shall not receive the uniform maintenance allowance but shall receive the shoe allowance.

SECTION III

Employees who fall in the category of plain clothes officers shall receive a monetary allotment of not less than \$1,200 per year for clothes of their choosing; \$300 payable each quarter. If the monetary allotment is increased for one plain clothes officer, all plain clothes officers shall receive that increased amount.

The Chief of Police, at his discretion, may allocate no more than \$150 per quarter to eligible employees who do not fall into the plain clothes category.

ARTICLE XVI: DUTIES AND RESPONSIBILITIES

SECTION I

All full time employees who are included in the Louisiana Municipal Fire and Police Civil Service Law shall perform duties and responsibilities as laid down by the aforementioned law.

SECTION II

Any employee required to work out of the class he holds shall be paid at the rate of pay for the next higher class above his rank during such excess.

ARTICLE XVII: GRIEVANCE PROCEDURE

In addition to all rights reserved to employees covered by the Agreement under the Fire and Police Civil Service laws of the State of Louisiana, if any employee covered by this agreement feels that he/she has been treated unfairly, he/she shall use the grievance procedure outlined hereinafter with the assurance that no coercion, discrimination, or reprisal against him will follow because of such action. It shall be the responsibility of the UNION to screen employee grievances of petty, harassing, or non-meritorious grievances prior to presentation to the employee's immediate supervisor. Any grievance or complaint not filed in accordance with the following procedures will be dismissed and not considered.

- Step I The aggrieved employee and his Union representative shall within five (5) working days of the date the grievance occurred, present the facts to the employee's immediate supervisor, in writing. The immediate supervisor will submit his answer to the Union representative and the aggrieved employee, in writing, within two (2) working days. A lack of response from the supervisory is to be concluded as a negative response/reply.

- Step II Should the Union decide that the reply of the immediate supervisor is unsatisfactory; the Union Grievance Committee shall within five (5) working days, submit the grievance in writing to the Chief. The Chief shall, within three (3) working days, reply to the Union in writing, giving his decision.

- Step III Should the Union decide that the reply of the Chief is unsatisfactory, the Union shall, within five (5) working days; submit the facts of the grievance in writing to the employer. The parties shall arrange for a meeting between the Union representatives and the employer for further discussion of the issue.

ARTICLE XVIII: INSURANCE AND LEGAL REPRESENTATION

SECTION I

The City may maintain a policy of liability insurance covering each full-time sworn police officer for the purpose of protecting said officer in the event of any civil action or claim made against him/her because of the officers' performance of his/her official duties. If the City provides such

insurance coverage, any obligation to provide a legal defense or indemnity shall be governed by the terms of such insurance coverage.

SECTION II

In the event a police officer is named a Defendant in any civil action arising from the performance of the officer's official duties within the course and scope of their employment, the City shall provide a legal defense. The City shall not be obligated to provide a defense if the City, a court, an administrative body, the Monroe Fire and Police Civil Service Board, or a tribunal determines that the officer was not acting in the course and scope of their employment.

The City shall also not be obligated to provide a legal defense under the following circumstances:

1. The officer is terminated or discharged as a result of the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; the officer resigns or retires while under administrative investigation for the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; or the officer is arrested, indicted, or charged with criminal offenses as a result of the actions/inactions or in connection with the actions/inactions that are the basis for the civil suit; and
2. The officer's actions are intentional, egregious, deliberately indifferent, or constitute a standard of fault of gross negligence or higher.

If the City is obligated or agrees to provide a legal defense under this Section, the choice of defense attorney shall be at the sole discretion of the City.

The City is not obligated to indemnify the officer for any judgement, including money judgments, injunctive relief, and attorney's fees, rendered against him in any civil action unless explicitly required by law to indemnify the officer.

SECTION III

To the extent required by law, in the event there is any criminal action filed against any full-time sworn police officer for actions in the performance or furtherance of their official duties (that is, within the course and scope of their employment), and the officer was acting in good faith, the City agrees to indemnify and/or reimburse said officer for reasonable attorney's fees incurred by the officers on account of the institution of prosecution in the event that the officer is found not guilty of any criminal action. The obligation to reimburse the officer shall not occur until the charges are formally dismissed or finally adjudicated in court and period for taking an appeal has expired.

An officer may waive his right to reimbursement prior to the dismissal of charges.

ARTICLE XIX: PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, religion, color, sex, age, national origin, handicapping conditions, veteran status, marital status or political affiliations. The UNION shall share

equally with the CITY the responsibility for applying the provisions of the Agreement. All reference to employees in the Agreement designates both sexes, and wherever the male gender is used shall be construed to include male and female employees.

The CITY agrees not to interfere with the rights of employees to become members of the UNION, and there shall be no discrimination, interference, restraint, or coercion by the CITY or any CITY representative against any employee because of Union membership or because of any employee activity in an official capacity of behalf of the UNION, or any other cause.

The UNION assures that under the Non-Discrimination policy, no person represented under the provisions of the Agreement shall on the ground of race, religion, color, sex, age, national origin, handicapping conditions, veteran status, or marital status be denied the benefits or be subject to the discrimination under any of its programs or activities.

The UNION recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining union without discrimination, interference, restraint, or coercion.

ARTICLE XX: SAVINGS CLAUSE

SECTION I

If any provisions of the Agreement are subsequently declared by proper legislative body or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the Agreement shall remain in full force and effect for duration of the Agreement. All parties acknowledge that from time to time municipal ordinances, which vary the terms of this Agreement, may be passed and that the execution and acceptance of the Agreement by the CITY is not a waiver of the CITY'S rights to pass such ordinances.

ARTICLE XXI: CONTRACT TERM

SECTION I

The term of this agreement shall be for two (2) years, from _____, the date the Agreement takes effect, to _____, the date the Agreement expires and is no longer in effect. Notwithstanding the foregoing, if, during the term of the Agreement, the City and the Union agree to re-open the Agreement, the Agreement shall continue in full force and effect pending the outcome of negotiations.

SIGNATURE PAGE

CITY OF MONROE

Friday Ellis,
Mayor

**MONROE POLICE LOCAL
#81 IUPA, AFL-CIO**

Timothy Antley, President

Chris Turner, Vice-President