

6/30/89

AGREEMENT

9-16-89  
7-1-89

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ by and between the City of Fenton, hereinafter called the Employer and Teamsters Local Union <sup>214</sup> ~~129~~, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I -- RECOGNITION

Section 1. Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Fenton does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rate of pay, hours, wages, hours of employment, and other conditions of employment for the terms of the Agreement in the following bargaining unit as certified by the Michigan Employment Relations Commission in Case No. R-751-362 on October 30, 1975.

All Sergeants, excluding the Chief of Police, Clerks, Dispatchers, Patrol Officers and Matrons.

Fenton, City of

ARTICLE II -- AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union, or which is in conflict with this Agreement.

ARTICLE III -- MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the City of Fenton on its own behalf and on the behalf of the electors of the district, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise and manage the City of Fenton. In order to conduct its business efficiently, the City of Fenton, shall have the following rights:

To discontinue, temporarily or permanently, in all or part, conduct of its business and operations;

To decide on the nature or materials, supplies, equipment, or machinery to be used, and the price to be paid;

To hire the working force in accordance with the requirements determined by management;

To transfer, promote or demote employees;

To lay-off, terminate, discharge, discipline or otherwise relieve employees from duty for lack of work;

To direct and control the work forces;

To establish reasonable rules and regulations governing employment and working conditions;

To determine the size of the work force, including the number of employees assigned to any particular operation;

To determine the length of work week and when or if overtime shall be worked and to require reasonable overtime if needed.

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Except as limited by express provisions of this Agreement, the Employer shall suffer no restrictions in management functions.

The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings of practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

## ARTICLE IV -- REPRESENTATION

### Section 1.

Union employees shall be represented by one steward of alternate steward. The Alternate Steward shall represent the employees in the absence of the steward.

### Section 2.

The Union shall certify in writing the names of the steward and alternate upon his election or appointment by the Union.

### Section 3.

The authority of the steward or alternate is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of time or pay, upon having received permission from the Chief, or Assistant Chief, or immediate Supervisor, in their absence to do so. The Chief shall grant permission within a reasonable time, after the first hour of the shift, for such steward to leave his work for these purposes subject to overriding work consideration. The privilege of such steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The steward and alternate, may be required to record time spent. All such stewards will perform their regular duties in addition to the handling of grievances as provided herein.

### Section 4.

Neither the Union or its officers, committeemen, stewards or members shall conduct any Union activity during the working hours other than the handling of grievances and other specific matters contained in this Agreement in the manner and to the extent herein provided.

## ARTICLE V

### GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1.

A grievance is an expressed violation of a specific article or section of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

#### Section 2.

All grievances shall be settled only in accordance with the procedures set forth in this Article.

Step 1. Any employee having a complaint in connection with his employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee must first discuss the matter orally with his immediate supervisor or his designee.

Step 2. If the matter is not so resolved, the steward and/or the employee may discuss the complaint with the supervisor. If not resolved in this manner it shall be reduced to writing on the

regular grievance form provided by the Local Union, signed by the employee and presented to the employee's immediate supervisor within five (5) working days of the alleged grievance. The Supervisor shall answer said grievance within five (5) working days of receipt of same.

Step 3. If the grievance is not settled in Steps 1 and 2, the Union may within five (5) working days after the supervisor's answer, request a meeting between Union representatives and the Chief and/or his representative to review the matter. Such meeting will be held within ten (10) working days after the date of written request and the Chief and/or his representative will render his decision within ten (10) working days thereafter.

Step 4. If the grievance is not settled in Step 3, the Union may, within five (5) working days of the Chief's answer, request a meeting with the City Manager and/or his representative to review the matter. Such meeting will be held within ten (10) working days after the request and the City Manager will render his decision in writing within ten (10) working days thereafter.

The Employer and the Union may by mutual agreement extend the time limits of the grievance procedure. Working days are defined as Monday through Friday (excluding holidays).

Section 3. Arbitration.

If the grievance is not settled in the last step above, the Union Representative may submit such grievance to arbitration. This submission is to be made within ten (10) days after receipt of the last step answer. Each grievance submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations. The arbitrator shall not have authority, nor shall he be considered his function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his opinion such a decision is fair or equitable or because in his opinion it is unfair or inequitable. The decision of the arbitrator shall be final and binding on both parties.

Section 4.

Unless expressly agreed to by the parties, in writing, the arbitrator is limited to hearing one issue or grievance upon its merits at any one hearing.

The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses incurred shall be paid by the party incurring them.

ARTICLE VI -- HOURS OF WORK

Section 1.

The normal work day shall consist of eight (8) consecutive hours of work, including a one-half (1/2) hour paid meal period, and two (2) fifteen (15) minute coffee breaks.

Section 2.

- A.) There shall be three (3) shifts with rotating days off and one (1) day shift Monday to Friday filled by rotation.
- B.) Shift periods selection shall be in effect for approximately six (6) monthly periods.
- C.) Sergeants shall rotate assignment on the day shift but be allowed to choose other shift assignments according to seniority.
- D.) Posting period shall be at least thirty (30) days.
- E.) Spring shift selection period shall be posted about April 1 each year and shift changes shall take effect about May 1 each year.



F.) Fall shift selection period shall be posted about September 1 each year and shift changes shall take effect about October 1 each year.

G.) The present policy of shift trades shall be continued.

Section 3.

Employees may be required by Employer to work overtime. However, employees shall not work overtime hours for the purpose of completing paper work unless they receive prior approval of the Chief, or if the Chief is not available, their immediate supervisor.

Section 4.

The City agrees that in scheduling special events such as football games, parades, etc., it shall continue the present policy of scheduling full-time personnel and reserves.

ARTICLE VII -- SENIORITY

Section 1.

Seniority shall mean the status attained by continuous employment with the Fenton Police Department in a particular classification beginning with the first day of scheduled work.

Employees entering a specific classification in the Fenton Police Department from other City divisions or classifications, shall use their total city seniority for retirement only.

Section 2.

New employees hired after the signing of this Agreement, on a full-time basis shall be probationary employees for a period of one (1) year following completion of required schooling.

Probationary employees shall have no seniority during their probationary period but, upon successful completion of the probationary period, their seniority shall date from their date of hire.

Probationary employees shall be represented by the Union and shall be subject to the terms of the Agreement, except for matters involving discipline and discharge for reasons other than Union activity.

### Section 3.

Employer shall post in a conspicuous spot at the Police Station an up-to-date list of employees in the bargaining unit in order of their most recent date of hire, not more often than once every six (6) months.

### Section 4.

An employee shall lose seniority for the following reasons:

- (a) He quits or retires or is discharged.
- (b) He is discharged and the discharge is not reversed.
- (c) He has been on lay off for a period of time equal to his seniority, or eighteen (18) months whichever is shorter.
- (d) He is absent from work, including failure to return to work following a leave of absence, vacation, or disciplinary lay off, for three (3) consecutive working

days without notifying the Employer, unless reasons for not notifying the Employer within the three (3) days are justified.

Section 5. Service Records.

Employer agrees to keep records of service reflecting the performance of each employee including, but not limited to, citations for meritorious service awarded to those employees so entitled. All records are to be locked in the Chief's office.

Only authorized personnel as determined by the City Manager and/or the Chief of Police shall have access to these files and their use shall be limited to legitimate department functions.

ARTICLE VIII -- LAYOFF AND RECALL

Section 1.

The word "layoff" means a reduction in the work force due to lack of work, lack of funds, or other legitimate cause. Such layoff shall not be arbitrary or capricious.

Section 2.

In the event of a layoff, probationary employees shall be laid off first. As to the layoff of other employees, seniority shall be of prime concern. The last employee hired will be the first to be laid off and the last employee laid off will be the first employee recalled from layoff, provided those employees retained can do the available work. The determination of order of layoff and recall shall not be arbitrary or capricious.

Section 3.

In the event of a layoff, employees shall be given reasonable notice of layoff. An employee on layoff shall be given seven (7) days notice of recall to work. Notice shall be by telephone call to the number provided the Employer by the employee and shall be confirmed in writing, by certified mail, to the address last provided by the employee. Employer shall have no responsibility for the failure to notify any employee of recall when such failure is due to the employee's telephone number or address being inaccurate.

Section 4.

In case of layoff, an employee, shall have the right to bump into the next lower classification in the bargaining unit, provided the person bumping into that classification has more departmental seniority than the person being bumped and can do the available work.

Section 5.

In the event of a recall from layoff, an employee shall have the right to re-enter the classification he was bumped from.

ARTICLE IX -- ABSENCE

Section 1.

Any employee desiring a leave of absence without pay from his employment may be given such leave upon securing written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission must be secured from the Employer.

Section 2.

The Employer agrees to grant necessary and reasonable time off, without pay, without discrimination or loss of seniority right to one employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union specifying length of time off for Union activities.

ARTICLE X -- OVERTIME SCHEDULES

Section 1.

Scheduled overtime work will be distributed as evenly as practical among full-time qualified employee by classification.

Section 2.

When overtime hours (including call-in) are available to an employee within his classification and he fails to work for any reason, the hours available to said employee shall be credited as if he had worked. If overtime is refused by an employee, he will be charged as though he worked. If an employee is not available when called, he shall not be charged for said overtime.

Section 3.

Employees shall receive time and one-half (1 1/2) pay for all hours beyond their scheduled work time.

## ARTICLE XI -- EQUIPMENT, ACCIDENTS AND REPORTS

### Section 1.

The Employer shall not require employees to take out on the streets or highways any vehicle that is reported not in safe operating condition. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

### Section 2. Equipment.

Employees shall report immediately or at the end of his shift all defects in or damage of equipment. Reports shall be made on forms provided by the Employer and a copy shall be given to the employee.

### Section 3. Accidents.

Employee shall report immediately the occurrence of any accident in which he is involved and the nature and extent of personal injury or property damage. Employee shall provide in writing, a report of said accident incorporating all information requested by the Employer.

## ARTICLE XII -- BONDS

Should the Employer require any employee to be bonded, any and all premium involved shall be paid by the Employer.

## ARTICLE XIII -- WORKER'S COMPENSATION

### Section 1.

The Employer agrees that when an employee is injured in the line of duty the Employer will pay an amount equal to that daily rate paid by worker's compensation for the first seven (7) days of absence.

Section 2.

The Union agrees that in the event the absence continues to the point where the first week is recovered from the State as the result of the injury, that that amount shall be reimbursed to the Employer for those first seven (7) days.

Section 3.

Employees shall be allowed to use sick days to make up the difference between worker's compensation and their regular take home pay.

ARTICLE XIV -- DISCHARGE AND SUSPENSION

Section 1.

The Employer shall not discipline, discharge or suspend any employee without just cause. Prior infractions shall not be used after twelve (12) months.

Section 2.

The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward before he is required to leave the property of the City.

Section 3.

In a case which may result in a criminal action or disciplinary procedure against the employee, the employee will

not be required to make a statement to the Chief of Police, or his designated representative, unless the employee shall have the opportunity of having a steward present.

## ARTICLE XV -- GENERAL

### Section 1. Union Representatives.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with stewards of the Local Union and/or representative of the Employer concerning matters covered by this Agreement, provided the supervisor is notified first and there is no undue disruption of employee's work.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute at reasonable times with the employee's consent.

### Section 2. Bulletin Board.

The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for use of the Union and Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union, and the Employer or its representative. It is further agreed that there shall be no political or inflammatory matter of any nature whatsoever posted on the bulletin board.

### Section 3. Locker Room.



The Employer will furnish private wash room facilities and locker facilities at the Police Station. Upon notification of the employee or, in the event he cannot be reached, the Steward and the Chief of Police shall have access to lockers. The employee whose locker is to be opened and the Steward shall have the opportunity to be present at the opening.

Section 4. Uniforms.

- 5 Winter Shirts.
- 5 Summer Shirts
- 4 Trousers
- 1 Winter Hat
- 1 Summer Hat
- 2 Ties
- 1 Jacket (Fall/Winter/Spring)
- 1 Raincoat

Section 5. Damage to Personal Property.

Employees who have any of the following personal property lost or damaged (as a result of action taken) in the line of duty shall be reimbursed up to the amount of actual damage not to exceed:

- (1) \$25.00 for a wrist watch, ring, etc.
- (2) \$150.00 for personal glasses, contacts, or hearing aids, replacement to be of a like kind to those damaged.

Section 6 - Tuition Reimbursement

a. The City agrees to reimburse bargaining unit employees for actual out-of-pocket tuition and required textbooks while participating in eligible studies at accredited colleges and universities, subject to the following criteria:

1. The employee has received written approval from the City Manager prior to registering for the course;
2. Eligible employees must achieve a grade of "C" or better, and credit for the course if credit is offered;
3. The employee claiming reimbursement must prove actual payment sought to be reimbursed, by furnishing specific receipts;
4. To be reimbursed, the courses must relate to the ~~work the employee is then performing or related~~ work of a higher classification, and such course must be part of a recognized degree or certificate.
5. Any course work undertaken by employees shall not interfere with employee's full-time duties.

ARTICLE XVI -- SICK LEAVE

Section 1.

Employees shall accumulate sick leave at the rate of one (1) day for each month, with unlimited accumulation.

Section 2.

Sick leave shall be used for personal illness, medical reasons, or disability due to an off the job injury. After three (3) days absence due to such illness or injury, upon the Employer's request, an employee on sick leave shall provide to the Employer an authorization for the release to the Employer of medical information regarding the employee or a statement from a doctor verifying illness. Further, the Employer may, at its expense, request an employee on sick leave to undergo examinations and tests by medical personnel of its choice. Employees on sick leave shall remain at home unless they notify the Employer of their whereabouts.

Section 3.

Employees shall notify the Chief of Police, their shift sergeant or dispatcher of inability to report to work. Notice shall be given as soon as the inability to report is apparent.

Section 4.

An employee who has reported to work and who leaves work because of disability due to illness or injury arising outside the scope of employment shall be charged one (1) full sick day if they leave before the completion of the first half of their scheduled shift and one-half day if they leave after the completion of the first half of their scheduled shift.

Section 5.

If an employee leaves work due to an injury arising within the scope of employment, he shall not be charged sick leave for the day.

Section 6.

If, in the judgment of the Officer in Charge, an employee on the job is ill to the extent that such illness interferes with the satisfactory performance of his duties, said employee may be directed to take sick leave. Disputes arising under this section shall be subject to the grievance procedure. In the event the matter is arbitrated with a decision against the Employer, the Employer shall reinstate the sick leave used and shall pay the reasonable expense of the medical examination, if any, incurred by the employee in establishing his ability to satisfactorily perform his duties.

Section 7.

Employees shall, after completing probation, receive ~~one-half (1/2) pay for all sick days accrued upon any termination~~ after five (5) years of continuous employment.

Section 8. Personal Leave.

An employee may use up to two (2) sick leave days per year to attend to personal business, provided it does not substantially impair the operation of the department.

Section 9.

After an employee has given notice of a resignation, or been notified of layoff, the employee must provide a statement from a doctor verifying the illness to receive sick pay.

ARTICLE XVII - HOLIDAYS

Section 1.

The following days shall be designated and observed as holidays:

New Year's Day	Good Friday
Memorial Day	Fourth of July
Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve	Employee's Birthday

Section 2. (Effective July 1, 1982)

An employee who is not scheduled to work on a holiday shall receive eight (8) hours pay at his regular rate of pay in addition to his normal pay.

All employees regularly scheduled to work a holiday shall receive time and one-half (1 1/2) for actual hours work in addition to their normal pay.

Employees whose starting time falls during the holiday period shall be paid premium rate for the entire shift that is worked.

Employees called in to work on a holiday shall receive, in addition to their normal pay, time and one-half (1 1/2) of the time and one-half (1 1/2) rate received by Officers who were scheduled to work the holiday. (18 hours of premium pay, in addition to the 8 hours pay for working).

Employees must work the scheduled workday preceding, and succeeding, the holiday to be paid for the holiday.

ARTICLE XVIII -- VACATIONS

Section 1.

Employees shall be entitled to vacation with pay in accordance with the following schedule:

One (1) year of service Ten (10) days

Four (4) years of service Fifteen (15) days

Fifteen (15) years of service Twenty (20) days

Employees must work at least 1040 hours in the year immediately preceding their anniversary date in order to qualify for vacation pay.

Section 2.

Employees shall be eligible for vacation upon completion of probationary period and shall be credited vacation days each year from their anniversary date.

Section 3.

Vacation pay shall be based upon the employee's annual salary as of the first day of his vacation.

Section 4.

Vacations will be scheduled by the Employer. Seniority and expressed preferences will be considered in scheduling.

Employees shall submit to the Chief of Police on or before March 15 of each year their preference for vacation during that calendar year. Preference submitted after that date shall be considered in chronological order, but after all those submitted before that date.

Section 5.

Vacation periods shall not accumulate from one vacation year to the next, unless prior approval is granted by the Employer.

Section 6.

Upon discharge for just cause, or upon quitting without at least fourteen (14) days notice to the Chief of Police, an employee shall not be entitled to receive pay for unused vacation to which he may be entitled. Upon termination for other reasons, employees shall be entitled to pay for unused vacation to which they are entitled.

ARTICLE XIX -- CALL-IN PAY

Section 1.

Employees required to return to work beyond their regularly scheduled hours for Court Duty or other necessary call-in greater than one (1) hour shall receive a minimum of two (2) hours pay at the rate of time and one-half.

- (a) The Employer may require employees to attend departmental meetings, scheduled 7 days in advance of the meeting date and not to exceed one (1) meeting per month. If additional meetings are necessary, employees shall be paid a minimum of two (2) hours pay at the rate of time and one-half.

Employees required to return to work beyond their regularly scheduled hours for a period of time one (1) hour in duration or

less shall receive one (1) hour's pay at the rate of time and one-half.

#### ARTICLE XX -- FUNERAL LEAVE

##### Section 1.

An employee shall be allowed up to three (3) working days, not to be deducted from paid sick leave, for the express purpose of, and contingent upon, making arrangements and attending the funeral where a death occurs in the employee's immediate family (parents, parent-in-law, spouse and children).

##### Section 2.

An employee shall be allowed one (1) working day, not to be deducted for paid sick leave, for the express purpose of attending the funeral of a brother or sister, grandparents, grandchildren, brother-in-law, or sister-in-law.

#### ARTICLE XXI -- MAINTENANCE OF STANDARDS

##### Section 1.

The Employer agrees that all conditions of employment shall be uniformly applied relating to economic issues and shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement.



ARTICLE XXII -- INSURANCE

Section 1. Health Insurance.

Upon submission of a written application, the City shall provide, without cost to all full-time employees and their immediate family, Blue Cross-Blue Shield, MVF-1, with Riders: \$2.00 Co-Pay Prescription, or its equivalent protection for each month the employee is actively at work. In the event an employee is unable to work due to illness or injury covered by Worker's Compensation or the City's Sick and Accident Insurance Program, the City agrees to continue the employees hospitalization coverage for a six (6) month period of time. To the extent permitted by law, Blue Cross-Blue Shield or Limited Medicare Supplement and Medicare, Part B, premiums shall be paid on behalf of the employee, spouse and/or qualified dependents eligible for Medicare. An open enrollment period shall be provided annually during the month of September.

Section 2.

Employees newly hired by the City shall be eligible for City paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month work commenced.

Section 3.

Changes in family status shall be reported by the employee to the personnel office within 30 days of such change. The employee shall be responsible for any over-payment of premiums made by the City on the employee's behalf for failure to comply with this paragraph.

Section 4.

An employee eligible for Medicare shall enroll for Medicare benefits (Parts A & B) within 30 days of the employee's first eligibility date.

- 1) Employees eligible for Medicare benefits on and after January 1, 1983, must notify the City, in writing, of their primary program election. Employees can either elect Medicare or the City provided plan as their primary program (as required by T.E.F.R.A.).

Section 5. Life Insurance.

The Employer shall maintain life insurance to its employees in the sum of \$12,000 with A.D. & D., to be increased \$3,000 as soon as reasonable after ratification of this Agreement.

(\$15,000 Total)

Section 6. Disability Insurance.

The Employer shall continue the present disability insurance in the amount of \$50.00 per week.

Section 7. Teamsters Dental and Optical Plan.

The Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this Agreement who is on the regular seniority list, unless otherwise specified in Appendix "A" attached, a contribution of:

\$5.76 per week - Effective at ratification (15) days from the end of each calendar month to the National Bank of Detroit, which bank having been made depository for the Michigan Conference of Teamsters Welfare Fund.

Further, the Employer agrees to pay into the Michigan Conference of Teamsters Welfare Fund, for each employee covered by this agreement who is on the regular seniority list, unless otherwise specified in Appendix "A".

Contributions to the Health and Welfare Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this contract, including paid vacations and weeks where work is performed for the Employer but, not under provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

Employees who work whether temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions to the Health and Welfare Fund, for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of his contributions to the Health and Welfare Fund, in accordance with the rules and regulations of the Trustees of such Funds and after the proper official of the local Union shall have given 72 hours notice to the Employer of such delinquency in the Health and Welfare Fund payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

It is agreed that the Welfare Fund will be separately administered each jointly by the Employer and Union in compliance with all applicable law and regulations, both State and Federal.

By the execution of this agreement, the Employer authorizes the Employers Association who are signatories to collective bargaining agreements with Teamster Unions containing similar provisions, to enter into appropriate trust agreements necessary for the administration of such funds, and to designate the Employer Trustees under such Trust Agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 8.

The above insurances shall be provided subject to the rules and regulations of the respective carriers.

ARTICLE XXIII -- STRIKES AND SLOWDOWNS

Section 1.

Understanding that the proper method of settling grievances is as set forth in this Agreement, and that strikes or other refusal to provide full and complete services to the public is not in the best interests of the public or the City of Fenton, it is agreed that there shall at no time be strikes, slowdowns, tie-up of equipment, walkouts or other deliberate withholding of services by members of the bargaining unit, either individually or collectively.

Section 2.

The Union, its officers, employees, or agents shall not promote, encourage or advocate a violation of Section 1 of this Article.

Section 3.

In the event there is a violation of this Section, the Union shall, when requested by the Employer, take the following action:

- (a) Within sixteen (16) hours of a request by the Employer, notify, in writing, each of its members that such activity is unauthorized by the Union, that such activity is a violation of the Contract, that such activity, in and of itself, is proper grounds for discharge, and that each employee is to immediately cease such activity.
- (b) At the request of the Employer, and if such proceedings are provided for, institute internal Union disciplinary proceedings against each member in violation. In the

event of a violation of this section, the Employer shall have the sole and complete right to discipline, including discharge.

Provided that the Union complies with this Section, it shall have no liability for the violation by its members of Section 1 of this Article.

#### ARTICLE XXIV -- PART-TIME AND CASUAL EMPLOYEES

##### Section 1. Definition.

Employees hired expressly on a part-time basis, whether regular or occasional, shall be "part-time employees" for the purpose of this Agreement.

##### Section 2. Coverage.

Part-time employees shall not be covered by or subject to this Agreement.

##### Section 3. Proviso.

The Employer agrees that where overtime work is a continuation of a normal work shift, regular full-time employees shall be used rather than part-time.

##### Section 4. Outside Employment.

Employees shall not, without prior consent from the Chief of Police, engage in any other employment which is in conflict with his duties as a police officer.

ARTICLE XXV -- PROMOTIONS

Section 1. Definition.

The Employer will make promotions within the bargaining unit available to its employees who have had 18 months service within the department and who possess the ability and training for the job under consideration.

Section 2.

All permanent promotions shall be based upon the following factors:

- (a) There shall be three (3) factors in selection for promotion:
  - (1) Seniority (One Point Per Year)
  - (2) Written Competitive Examination (70%)
  - (3) Oral Examination (30%)
- (b) The promotion shall be given to the employee scoring the highest composite score.

Section 3.

Job openings shall be posted for five (5) calendar days on the bulletin board. Employees desirous of competing for the job shall personally advise the Chief of Police, in writing, prior to the expiration of the five (5) days.

Section 4.

If within one (1) year the employee is unsatisfactory in the new position, he will be returned to his former position and former rate of pay without loss of seniority. The next person on the eligibility list will be placed into the rank.

Section 5.

The employee who is promoted from an eligibility list will receive the pay for that rank.

#### ARTICLE XXVI -- SUBCONTRACTING

##### Section 1.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any non-departmental employees if it would cause a layoff of any of the present employees in the bargaining unit at the date of this contract.

#### ARTICLE XXVII -- UNION SECURITY

##### Section 1.

The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

##### Section 2.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.



(a) Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(b) In accordance with the policy set forth in this Section, all employees in the bargaining unit shall as a condition of continued employment, pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union. For present regular employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(c) If any provisions of this Article is invalid under Federal Law or the Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Section 3.

During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local Union No. 129, provided, however, that the Union presents to the Employer authorizations, signed by such employees, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- (a) Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- (b) Service fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.
- (c) The Employer shall be held harmless and shall not be liable to the Union or the employees for monies deducted in accordance with the certificate referred to in (b) above or for monies once remitted to the Union by first class mail, postage prepaid.

ARTICLE XXVIII -- SPECIAL CONFERENCES

Section 1.

Special conferences for important matters will be arranged between the Union and the Employer or his designated representative upon the request of either party if mutually agreed.

ARTICLE XXIX -- REST PERIODS

Section 1.

Employees shall be granted a minimum rest period of eight (8) hours before having to report back to duty, except in cases of emergency.

ARTICLE XXX -- TRANSPORTATION

Section 1.

Where an employee is directed by the Employer to use his own transportation, he shall be reimbursed the sum of twenty (20¢) cents per mile.

ARTICLE XXXI -- RESIDENCY

Section 1.

Employees shall reside within ten (10) miles of the City limits of the City of Fenton.

ARTICLE XXXII -- EDUCATION

Section 1.

An employee required by the Employer to attend any school shall continue to receive his salary during schooling. However, during schooling, the employee shall not be entitled to overtime pay.

Section 2.

The Employer will provide tuition, reasonable expenses, required textbooks and transportation for required schooling. In the event the employee is required to provide his own transportation for schooling, he shall be reimbursed at the rate of fifteen (15¢) cents per mile for necessary trips to and from the school site.

Section 3.

When there is a job related school or seminar open, the employee may request to the Chief of Police, in writing, his desire to attend said school or seminar.

Section 4.

The Employer shall post all schools and/or seminars that he is aware of being offered within a seventy-five (75) mile radius of the City of Fenton.

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ARTICLE XXXIII -- SEPARABILITY AND SAVINGS CLAUSE

Section 1.

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2.

In the event any provision of this Agreement is held invalid, as set forth above, the parties shall enter into

negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

ARTICLE XXXIV -- LONGEVITY

One (1) Year	1 Day's Pay
Five (5) Years	2 Day's Pay
Ten (10) Years	3 Day's Pay
Fifteen (15) Years	4 Day's Pay
Twenty (20) Years	5 Day's Pay

The above longevity pay will be disbursed in accordance with past practice.

ARTICLE XXXV -- SHIFT PREMIUM

Section 1.

The Employer agrees that both the second and third shift shall receive a 5% premium.

ARTICLE XXXVI -- HIGHER CLASSIFICATION PAY

Section 1.

A Sergeant, assigned by proper authority to perform the Chief of Police duties as a result of the Chief of Police not

being on duty, shall receive four (4) dollars (\$4.00) per shift if the Chief of Police is absent in excess of three (3) or more days (excluding weekends).

ARTICLE XXXVII -- PENSION

Section 1.

Effective July 1, 1988, the City shall provide and pay for the following benefit program; C-2 with B-1 base and F-55 waiver (25/55) for certified police officers.

ARTICLE XXXVIII -- TERMINATION

Section 1.

This Agreement shall be effective as of the 1 day of July, 19 <sup>86</sup>~~87~~, except as provided by specific reference in any Article and shall remain in full force and effect until the 30th day of June, 1989. This contract shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to June 30, 1989.

This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth.

IN WITNESS WHEREOF, the parties have set their hand this

15 day of September 1987.

TEAMSTERS LOCAL 129 *514*

CITY OF FENTON

*Paul Green 9/16/87*

*John M. V. Hofer 9/14/87*

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\_\_\_\_\_

*Edward B. Kopp*  
CITY MANAGER

\_\_\_\_\_

*Lucille Little*  
City Clerk

\_\_\_\_\_

APPENDIX "A"

CITY OF FENTON POLICE DEPARTMENT

WAGE SCHEDULE

It is understood that the following wage schedule shall take effect for sergeants on the first full pay period following the date the officer becomes eligible for the pay increase provided below:

	<u>EFFECTIVE</u>	<u>EFFECTIVE</u>	<u>EFFECTIVE</u>
	7-1-86	7-1-87	7-1-88
Probationary	\$28,186	\$29,032	\$29,902
Sergeant	\$29,012	\$29,882	\$30,779

✓  
AC  
5/26/83