

4011

12/31/98

AGREEMENT

BETWEEN

CITY OF TRAVERSE CITY POLICE DEPARTMENT

(CAPTAIN'S UNIT)

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

JANUARY 1, 1995 THROUGH DECEMBER 31, 1998

Traverse City

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AGREEMENT

This Agreement, made and entered into this _____ day of _____, effective January 1, 1995, by and between the City of Traverse City, hereinafter referred to as the "City", and Local Union No. 214, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union".

ARTICLE I

RECOGNITION

Section 1.1 Collective Bargaining Unit.

The City hereby recognized the Union as the exclusive collective bargaining representation, as defined in Act. No. 336, State of Michigan Public Acts of 1947, as amended, for all the employees employed by the City in the following described unit:

All Captains in the Police Department of the City, excluding Clerks, Sergeants, Chief of Police, Patrol Officers and all other employees.

Section 1.2 Definition.

An employee for the purpose of this Agreement shall be a person(s) regularly employed by the City in a Captain classification.

Section 1.

The recognition of the Union by the City is limited to those matters for which a labor organization is entitled to bargain under Act 336, PA 1947, as amended. The Union will not interfere with the operations of the police department.

ARTICLE II

UNION SECURITY

Section 2.1 Agency Shop.

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or discontinue their membership in the Union, as they see fit. The Union further agrees not to solicit Union membership and not to conduct activities, except as otherwise provided for by the terms in this Agreement during working hours of the employees or in any manner that may interfere with employees engaged in work.

Section 2.2 Deduction of Dues.

During the period of time covered by this Agreement, the City agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the City written authorization properly executed by each employee allowing such deductions and payments to the Union.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee Union member hereby authorizes the Union and the City, without recourse, to rely upon and honor certificated by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees. The City agrees, during the period of this Agreement, to provide this check-off service without charge to the Union. In the event it is subsequently determined by the Michigan Employment Relations Commission or a court of competent jurisdiction that the Union dues or assessments have been

improperly deducted and remitted to the Union, the Union shall return such amount to the affected employee.

All employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collection bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union's regular and usual dues; provided, however, that non-members will not be subject to the customary initiation fee. For present regular employees, such payment shall commence thirty-one (31) days following the effective date of the Agreement.

The Union agrees that in the event of litigation against the City of Traverse City, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the City, its agents or employees for any monetary award arising out of such litigation.

Monthly agency fees shall be deducted by the City and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

ARTICLE III

REPRESENTATION

Section 2.1 Steward.

The City agrees to recognize one Steward elected or appointed by the Union from among employees in the unit with one or more years of seniority for the purpose of processing grievances.

The Union agrees that the Steward will not let stewardship interfere with duties or the operations of the Police Department. And the City agrees to give the Steward reasonable time

and access to other officers to fulfill their obligations hereunder. The authority of the job steward and alternate so elected by the Local Union shall be limited to, and shall not exceed the following duties and activities:

a) The investigation and presentation of grievance with Employer or the designated City representative in accordance with the provisions of the Collective Bargaining Agreement;

b) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

1. Have been reduced to writing, or
2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusals to handle goods, or any other interference with the City's business.

Section 3.2 Notification.

The City shall be informed in writing of the name of the Steward. All official communications from or to the City shall be from or to the Steward.

Section 3.3 Visitation.

Authorized representatives of the Union shall be permitted to visit the operation of the City during working hours to talk with the Steward of the Local Union and/or representatives of the City concerning matters covered by this Agreement, provided the representatives of the Union first announce their intentions to the officer in charge who

shall make the necessary arrangements for such consultation so as not to disrupt the work of the Department and the employee(s) involved.

Section 3.4 Bargaining Team.

The Bargaining Team shall be elected by the membership and shall be limited to one (1) member. Bargaining shall not normally be scheduled so as to interfere with departmental operations.

In no event will the City compensate an officer for hours spent in bargaining or other Union activities beyond the officer's normal work shift.

ARTICLE IV

MANAGEMENT'S RIGHTS

Section 4.1 Rights.

Management of the City, determination of all matters of management policies; the services to be furnished; the nature and number of facilities and departments to be operated and their locations; the direction of the work force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or to discharge for just cause, to promote, transfer or lay off employees, or to reduce or increase the size of the work force; to establish reasonable rules and regulations, to set goals and objectives or to make adjustments as to the ability and skill is within the sole prerogative of the City, provided, however, they will not be used in violation of any provision of this Agreement. The City shall be the exclusive judge of all matters pertaining to the services that it provides, the methods, processes and means and materials used, and the City shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, and it shall

also have the right to study and use alternative methods, equipment and/or outside assistance (subcontracting) at the City's sole discretion or to discontinue or to modify any operations or to subcontract any work. It is understood that the City reserves and retains solely and exclusively all of its inherent and customary rights to manage the City's operations.

It is further agreed that these enumerations of Management's prerogatives shall not be deemed to exclude other prerogatives not enumerated and except as specifically abridged, delegated, modified by this Agreement, all of the rights, powers and authorities the City had prior to the signing of the Agreement are retained by the City and remain with the rights of the City.

Section 4.2 Inter-Local Agreement.

If the City, in its sole discretion, enters into an inter-local agreement, such agreement shall be under the terms of the Urban Cooperation Act, and the City shall notify the Union in advance of entering into such an agreement. The City and the Union agree to bargain about only the effects of such an agreement on the bargaining unit personnel. If such bargaining does not result in agreement between the City and the Union, then referral of that dispute only to mediation and, if necessary, compulsory arbitration under the provisions of Act 312 is required.

If the City, in its sole discretion, decides to enter into integration of emergency services, it will notify the Union in advance of entering such integration. The Union agrees to participate in discussion about the effects of such integration on the bargaining unit. This provision does not constitute a contract re-opener.

ARTICLE V

LIMITATION OF AUTHORITY AND LIABILITY

Section 5.1 No Strike Clause.

It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slowdown or a strike against the City of Traverse City. The City agrees that during the same period there will be no lockout.

Section 5.2.

Any individual employee or group of employees who violate or disregard the prohibition of Section 5.1 above may be summarily discharged by the City without liability on the part of the City or the Union.

ARTICLE VI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1 Definition of a Grievance.

A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement which is subject to the grievance procedure established herein.

Step 1

a. Verbal Procedure. An employee with a complaint shall discuss the matter with their immediate supervisor within five (5) days of the employee's knowledge of the incident which gave rise to the complaint or within five (5) days of the date by which an employee should have

been reasonably aware of such incident. If requested by the employee, the employee may have a Steward present. If the complaint is not satisfactorily settled, it may be advanced according to the written procedure.

b. Written Procedure. Within five (5) days from the supervisor's answer in the verbal procedure, the complaint shall be reduced to writing, reciting the sections of the contract which are alleged to have been violated and signed by the employee or the Union and then presented to the Chief of Police. The Chief of Police and the Steward and the grieving party, if requested by the Steward, shall discuss the grievance in an attempt to resolve the matter. The Chief shall place his/her answer on the grievance form and return it to the Steward within five (5) days after the grievance is presented to the chief. If the grievance is not satisfactorily settled, it may be advanced according to Step 2.

Step 2

Within five (5) days after the City's written answer in Step 1, the grievance may be presented to the City Manager. The City Manager and the Steward shall discuss the grievance in an attempt to resolve the matter. Either party may have non-employee representatives present if desired. The City shall give its answer on the grievance form and return it to the Steward within ten (10) days after the grievance is presented to the City Manager. If the grievance is not satisfactorily settled, it may be advanced by the Union according to Step 3.

Step 3

In the event the last step fails to settle the grievance the Union, within sixty (60) days, may submit the issues to an Arbitrator selected from the Federal Mediation and Conciliation Service for final determination. Such decision will be binding on both parties.

Section 6.2 Selection of Arbitrator.

Any grievance that is arbitrable, upon proper notification as provided in the Agreement, may be submitted to one Arbitrator chosen by mutual agreement by the parties. If mutual agreement cannot be obtained the Arbitrator will be selected from a panel of Arbitrators obtained from the Federal Mediation and Conciliation Service by each party alternately striking a name from the panel with the remaining name serving as Arbitrator. The compensation and expenses of the Arbitrator shall be shared equally by the City and the Union.

Section 6.3 Arbitrator's Powers.

The Arbitrator shall be limited to the application and interpretation of this Agreement and shall have no power to add to, subtract from or modify this Agreement in any respect. The Arbitrator shall also be obligated to interpret this Agreement in light of laws applicable to and affecting municipalities.

Section 6.4 Time Computation.

Saturday, Sunday and holidays shall not be counted under the time procedure established in the grievance procedure.

Section 6.5 Grievance Form.

The grievance form shall be mutually agreed upon.

ARTICLE VII

DISCHARGE AND DISCIPLINE

Section 7.1

In a case of disciplinary action taken by the City involving discharge, reduction in rank or pay, or suspension from office against any member of the bargaining unit, all appeals to such action shall be in accordance with the grievance and arbitration procedures of this Agreement.

A) The City shall not discharge or suspend for disciplinary reasons, any non-probationary employee except for just cause. Just cause may include, but is not limited to, violation of departmental rules and regulations, failure to obey superior officers' commands or failure to perform the duties of this position in a competent and professional manner. A consistent failure to meet organizational objectives as clearly set forth may also be grounds to discipline or discharge after an appropriate opportunity is given the employee to begin to meet such objectives. It is mutually agreed that progressive discipline for minor matters should be typically employed to correct minor problems. The non-probationary employee shall first receive an oral and/or written notice before more severe discipline is issued. It is acknowledged, however, that a warning notice, whether verbal or written, need not be issued first for major rule and regulation infractions or for any other major cause. Discharge must be by proper written notice to the employee and a member of the bargaining unit who is a Union official citing specific reasons for such discharge.

B) Discharged or suspended non-probationary employees will be permitted to review their discharge or suspension with their Steward. Upon request, the City or designated representative may discuss the discharge or suspension with such employee and the Steward.

C) Should a non-probationary employee, who has been discharged or given a disciplinary suspension, consider such discipline to be improper, a grievance may be processed initially at the written step of the grievance procedure, provided the grievance is submitted within

five (5) working days from the date discipline was imposed on the aggrieved employee. Discharge of probationary employees is not subject to the grievance procedure.

D) The parties hereby agree that once an employee has elected to pursue a remedy under State or Federal law for alleged conduct which may be a violation of the Collective Bargaining Agreement, such employee shall not have simultaneous resort to the grievance procedure and any grievance then being processed shall be deemed withdrawn by the party filing. Any decision rendered shall be binding on both parties.

E) This shall not preclude employees from exercising their rights guaranteed under State or Federal law.

ARTICLE VII

SENIORITY

Section 8.1

A new employee shall work under the provisions of this Agreement but shall be employed only on a twelve (12) month probationary period during which time the employee may be discharged without further recourse. After the probationary period, the employee shall be given regular seniority status in the department. In case of discipline during the probationary period, the City shall notify the Union in writing. Employees promoted to Captain shall serve a twelve (12) month probationary period. During such probationary period the employee may be demoted to their former rank without loss of seniority for just cause.

Section 8.2 Seniority Definition.

Seniority shall be defined to mean the length of the employee's service with the City in the Police Department, commencing from the last date of hire. The application of seniority shall

be limited to the preferences recited in this Agreement.

Section 8.3 Seniority List.

The City shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

Section 8.4 Layoff.

All reductions in the work force due to lack of work, lack of funds, or other legitimate cause shall be accomplished in the following manner:

Section 1

A) The word "layoff" means a reduction in the working force. Layoff of employees shall be by job classification seniority, and the following order shall be followed, provided that the employees who remain are capable of performing the work available:

1. Probationary employees.
2. Remaining seniority employees within the classification affected shall then be laid off in order of their classification.

B) When employees have the same classification seniority, the employee with the least seniority in the Department shall be laid off first.

C) Upon being laid off from their classification, an employee who so requests shall, in lieu of layoff, be permitted to take another classification in the department provided, however, that the employee is able to perform the required duties of that classification and that the employee has more seniority than the employee being is to replaced. Employees who change classifications in lieu of layoff shall be paid the salary in accordance with the schedule for that classification.

D) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of layoff. The Steward shall receive a list from the City of the employees being laid off on the same date the notices are issued to the employees.

Section 2

A laid off seniority employee, if recalled to a job identical or higher in rate to the job from which he was laid off and provided said employee has the ability to perform the job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 3

A) The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.

B) Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last know address as shown on the City's records and it shall be the obligation of the employee to provide the City with a current address and telephone number. A recalled employee shall give notice of their intent to return to work within three (3) consecutive calendar days, and shall return within seven (7) calendar days or their employment shall be terminated without recourse to this Agreement. Exceptions may be made due to circumstances beyond the control of the employee.

C) In the event a recall is necessary on less than three (3) days notice, the City may call upon the laid off employee(s) either personally or by telephone, until an employee able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed three (3) days, and employees passed over

(because of their inability to return to work immediately) will be given notice to report for work at the end of said three (3) day period.

Section 8.5 Loss of Seniority.

An employee's seniority with the City will terminate upon the following reasons:

- A) If the employee quits or retires;
- B) If the employee is discharged for just cause
- C) After three (3) consecutive days of unauthorized absence;
- D) If the employee fails to report for work as required following notice of recall;
- E) If the employee fails to return to work within three (3) days of a date following a leave of absence or vacation unless a satisfactory reason is given or because of an emergency situation.

Section 8.6 Vacancies.

The City will fill all permanent classification vacancies as soon as possible when need for such action is necessary (as determined and/or established by the City).

- A) A classification may not be removed from the bargaining unit by merely changing the title or by modifying the classification specifications for the purpose of undermining the Union.

Section 8.7 Promotions.

Promotions to the position of Captain shall be in accordance with the Sergeants Agreement.

ARTICLE IX

DAYS OF WORK

Section 9.1.

A normal work day shall consist of eight (8) consecutive regularly scheduled hours per day, inclusive of a meal period. Time and one-half will be granted under the following conditions:

A) For all special events overtime work such as Cherry Festival, street sales, etc., as authorized prior to such work by the Police Chief.

B) For all work performed in excess of forty-five (45) hours per week in any weekly pay period.

C) Employees may accept compensatory time off, not to exceed a bank of one hundred-twenty (120) hours, in lieu of overtime payments.

D) These provisions shall be effective for Larry Fleis and Pat Hinds only. No other employee in this bargaining unit shall be entitled to overtime compensation, nor compensatory time off.

Section 9.2 Administrative Leave.

Individuals within the bargaining unit shall be eligible to utilize three (3) administrative leave days each year with pay. These leave days shall be utilized by employees within the bargaining unit upon approval of the Chief of Police. These days shall be non-accumulative from year to year.

ARTICLE X

LEAVES OF ABSENCE

Section 10.1 Personal Leave.

The City, for good cause shown, may grant a personal leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any vacation, sick leave, longevity pay, or step increases within the salary range credits during such leave. The request for leave of absence shall be made on the prescribed form and shall be submitted in advance of the time a leave of absence is requested.

Section 10.2 Military Leave.

A full time employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserves, shall receive a leave of absence for the period of such duty, and seniority shall continue. An employee returning from military service shall be re-employed in accordance with the applicable Federal and State Statutes and shall be entitled to any other benefits set forth in this Agreement provided that the employee satisfies the eligibility requirements established in this Agreement.

Section 10.3 Labor Conventions.

Subject to prior approval of the City, time off without pay may be granted without discrimination or loss of seniority rights to any employee designated by the Union to attend a labor convention, provided ten (10) days advance written notice is given to the City by the Union specifying the purpose of the time off and the length of time off desired. Further provided said absence will not be detrimental to the efficient operations of the department.

Section 10.4 Funeral Leave.

Employees will be allowed time off from their scheduled hours of work to attend the funeral following a death in the immediate family. Time off shall be from the date of death

through the date of the funeral. Time lost from the employee's schedule of work shall be compensated at the employee's regular rate, but it shall not exceed three (3) days and twenty-four (24) hours of pay. Immediate family shall mean any relative living within the household of the employee or a wife, husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, or grandchild. For out-of-state funerals, employees shall be permitted to take up to two (2) additional days of leave of absence without pay or at the option of the employee to take sick leave or accumulated vacation.

Section 10.5 Sick/Short Term Leave.

All regular full-time employees shall, following completion of their probationary period if a new hire, receive Sickness and Accident Insurance Coverage which shall provide, at a minimum:

- A) Up to twenty-six (26) weeks of coverage per occurrence.
- B) Coverage shall be effective upon the first (1st) day of an accident and the eighth (8th) day of illness.
- C) A weekly benefit shall be 66 2/3% of the employee's gross wage up to a maximum of five hundred dollars (\$500) per week, or increased upon the effective date the ACT employees increase the benefit amount above five hundred dollars (\$500).

Effective December 1st of each year thereafter, each regular full-time employee shall receive seven (7) paid short term leave days. Short term leave may be taken in increments of one (1) hour or greater upon the approval of the Chief of Police. Short term leave may not be

accumulated. New hires shall receive an initial prorated amount of short term leave days based on their date of hire and a benefit period from December 1, to November 30. Following the first full pay period after December 1st of each year, each regular full time employee shall receive payment for all unused short term leave, not to exceed seven (7) days, at the employee's regular rate of pay. Such payment shall be made separate from the employee's regular payroll check.

Employees shall retain sick leave accumulated through December 31, 1988, if not used under the terms of Section 12.3 Retiree's Health Insurance Coverage. Accumulated sick leave may be used by the employee for a bona fide illness or injury only as follows:

- A) In lieu of Sickness and Accident insurance coverage where the employee would otherwise qualify for benefits under the terms of the policy.
- B) For all days not covered by the Sickness and Accident insurance, provided the length of time lost due to the illness or injury, would qualify the employee for benefits under the terms of the policy.
- C) In the event a member of the employee's immediate family living in the same household is ill and a doctor has recommended that the employee remain at home during this illness. The employee must provide the City with written verification of the doctor's recommendation to be eligible to use accumulated sick leave for this purpose.
- D) Where the illness or injury arises out of or in the course of employment with the City; to provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Worker's Compensation Insurance. Provided, however, only the amount of sick leave

required to make up this difference shall be deducted from the employee's sick leave bank. Sick leave will not be deducted for the date of the injury.

- E) To provide the difference between the employee's regular pay, based on their normal work week, and the weekly benefit provided through Sickness and Accident Insurance. Provided, however, only the amount of sick leave required to make up this difference shall be deducted from the employee's sick leave bank and shall not exceed a life-time benefit of sixty (60) days.

An employee receiving Sickness and Accident Insurance benefits provided for in this section will be considered on an unpaid leave for purposes of earning seniority, vacation, short-term leave and holiday benefits only. The City will continue to pay their portion of health, life and optical/dental insurance premiums for up to the first full month following the time the employee begins receiving Sickness and Accident Insurance benefits provided for under this section. Effective February 5, 1994, the City will comply with the terms of the Family Medical and Leave Act (FMLA) as pertains to this section.

Effective only for the duration of this agreement (January 1, 1995 through December 31, 1998) and as specifically applied to Captain Larry Fleis and Captain Pat Hinds: A sick leave bank of sixty (60) days each has been restored and may be used per this section or a cash-out of one-half (1/2) of the amount remaining at the time of retirement calculated at the December 31, 1995, rate of pay.

The City may require employees to submit verification of an illness by a physician if the absence due to illness exceed three (3) consecutive working days or where the employee establishes a pattern indicating misuse of sick/short term leave.

An employee shall notify the department of a request for sick leave as soon as possible, but not later than one hour prior to the beginning of the employee's shift.

Maternity leave shall be treated under the terms of this Section.

Section 10.6 Snow Days.

If an employee, after good faith efforts, is unable to report to work for their scheduled duty period because of weather conditions, and if a disaster due to weather is declared by the Governor or the Grand Traverse County Chairman of the Board of Commissioners, the employee at the employee's option may take a days leave without pay or work on a pass day to make up the lost day, or may utilize an accumulated sick leave day or vacation day.

ARTICLE XI

WAGES

Section 11.1 Classification and Rates.

Listed in Appendix "A" and incorporated herein are the regular rates of pay for the classification of Captain.

Section 11.2 Pay Periods.

The City shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose. Pay day will be every other Friday. When a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier. The pay period shall cover the two (2) weeks prior to the Sunday preceding the pay day. An employee who wishes advance pay, up to and including forty (40)

hours prior to normal pay day, for hours actually worked may be paid upon approval of the Personnel Administrator after notification of the Chief of Police.

Section 11.3 Authorized Payroll Deductions.

In addition to mandatory deductions, employees may authorize the following deduction in their paychecks: Health insurance, contributions to United Way, Credit Union and other deductions as applicable and agreed upon by the parties.

Section 11.4 Bonds.

Should the City require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the City.

Section 11.5 Training.

The City shall pay the cost of schooling, (i.e. tuition, books, actual travel expenses for out-of-city travel and reasonable cost for meals) for any state mandated training required for maintenance of certification or for training solely mandated by the City. Any employee required to attend training schools during his typical work schedule, benefiting both the City and the employee, shall be remunerated at their regular rate of pay.

Section 11.6 Uniforms and Equipment.

The City shall furnish all uniforms and equipment it deems necessary for the employee to perform their assigned duties. It shall be the responsibility of the City to clean and maintain such uniforms and equipment. Each Captain shall receive an annual clothing allowance in the amount of six hundred and fifty dollars (\$650).

Section 11.7 Paid Vacations.

Full time employees of the City shall earn vacation leave with pay in accordance with the following schedule:

- A) 10 days after 1 year of service
- 15 days after 5 years of service
- 20 days after 15 years of service

B) Annual vacation leave days may be accumulated by an employee not to exceed five (5) work weeks (25 work days), carried over on October 1 of each year. Upon separation from service, the employee shall be entitled to compensation for any unused portion of their accumulated vacation leave.

C) The Police Chief shall approve all requests for vacation use for employees with particular regard to seniority and efficient and effective operation of the department. Vacations scheduled and approved may be canceled in the event of an emergency requiring the services of those scheduled for leave.

D) In the case where an employee is unable to utilize his vacation leave because of an emergency requiring the services of that employee, the employee will be allowed to carry over additional vacation days over and above those cited in (B) above.

Section 11.8 Disability Pay.

If any employee is disabled in the course of or arising out of employment and as such is eligible for work disability benefits under the Worker's Compensation Laws of the State of Michigan, such employee shall be allowed salary payments which, with this compensation benefit, will equal the employees regular gross salary or wage. The City shall pay the difference

between the employee's regular gross wage and Worker's Compensation for the initial thirty (30) days during which the employee is actually receiving Worker's Compensation payments in the event an employee suffers a direct injury caused by another person. In all other cases, salary payments that are in addition to Worker's Compensation benefits shall be deducted from the employee's accrued sick leave. Upon exhaustion of sick leave bank, the employee shall draw only those benefits as are allowable under Worker's Compensations Laws of the State of Michigan.

Section 11.9 Holiday Pay.

Eligible employees shall be entitled to holiday leaves with pay on the following recognized holidays:

New Years Day	Labor Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

A) Captains shall not work holidays except on specific authorization by the Chief of Police. Each employee not scheduled to work on a holiday shall receive eight (8) hours of pay at the employee's regular rate for the holiday. If an employee is required to work, the employee will receive, in addition to their eight (8) hours of holiday pay, time and one-half (1-1/2) for all hours worked on a holiday. If a holiday falls on a Saturday or Sunday, the Captain will receive off the Friday before a Saturday holiday or the Monday after a Sunday holiday with this day counting as the holiday to be taken as time off for purposes of this Agreement.

B) To be eligible for holiday pay credits an employee shall have worked their last scheduled work day immediately preceding the holiday and the next scheduled work day

immediately following the holiday unless on an excused leave.

C) When a holiday falls during an employee's vacation period or during an excused leave of absence with pay and the absence from work is due to these leaves, the employee will be paid holiday credits in addition to such vacation or leave pay for that day.

D) When a holiday falls during an employee's vacation or sick leave absence and such employee received such holiday pay credit, the holiday shall not be used to reduce the number of such vacation or sick leave days deducted from the employee's accumulated vacation or sick leave.

E) The hours paid in holiday credits shall not be used in computing overtime payments.

ARTICLE XII

INSURANCE

Section 12.1 Life Insurance.

The City agrees to pay the full premium for term life insurance after six (6) months service for regular full-time employees, in the amount of two (2) times the employee's annual salary rounded to the next higher \$500, subject to a maximum of \$100,000.

Section 12.2 Hospitalization.

The City shall provide Hospitalization and Medical insurance coverage substantially equivalent to a Blue Cross/Blue Shield plan as follows:

1. MVF-1 Plan for basic Blue Shield benefits.
2. Prescription Drug Rider, Blue Shield Certificate 0087-7, \$2.00 co-pay.
3. Comprehensive Hospital Care - Certificate 0959-7 semi-private room.

4. Master Medical Benefit Certificate 4792-8, Option I.

The City shall make this coverage available to all regular full-time employees, the employee's spouse, and the employee's dependent children up to the end of the year in which they reach age nineteen (19). Employees shall be required to complete an application for coverage and be required to promptly notify the City of any changes in status affecting the employee's coverage. Such notice shall be on forms provided by the City. New employees shall be eligible for health insurance coverage pursuant to terms and conditions of the City's health insurance contract and after the first six (6) months of service.

The City shall be responsible for one hundred percent (100%) of the base premium plus fifty percent (50%) of any premium in excess of the base premium. The base premium shall be one hundred and ten percent (110%) of the premium in effect on January 1, 1991, or as follows, whichever amount is greater:

Eff. 7/01/97

- A) Single person coverage\$146 per month \$196 per month
- B) Double person coverage \$330 per month \$380 per month
- C) Family coverage\$346 per month \$396 per month

Employees may select, at their option, to participate in a health maintenance organization (HMO) or preferred provider organization (PPO), if available, in lieu of the specified hospitalization and medical insurance coverage. Participation in the HMO or PPO shall be subject to the premium limitations noted above.

The City reserves the right to change health insurance providers and/or programs. The health insurance provider selected by the City shall be licensed in the State of Michigan and shall be generally recognized and accepted by the health services community. The health insurance

program selected by the City shall conform to all of the terms of this Agreement. The Union shall be notified of any change in benefits or coverage.

Section 12.3 Retiree's Health Insurance Coverage.

The City agrees to establish a trust from which premiums for retiree and retiree's spouse health insurance would be paid. Survivor's benefits will be paid to spouse. However, such benefits would terminate in the event of divorce or remarriage of surviving spouse. Trust's obligation would be limited to coverage that was in effect on July 1, 1990, and to an amount not to exceed five percent (5%) per year increase in premium (compounded) from the premium that is in effect July 1, 1990. The City is required to contribute an amount of money to the trust each year to actuarially support the future cost of this benefit. The eligibility for retiree's health insurance benefit would be based on:

1. the employee having at least ten years of service with the employer, and
2. the employee being eligible to retire under the Act 345 retirement system, and
3. The employee must be collecting an Act 345 pension. Captain Larry Fleis and

Captain Pat Hinds would each surrender one hundred and twenty (120) days for (sixty (60) days credit into the trust) sick leave from their current banks to the City. Use of any remaining sick leave would be subject to conditions set forth above in Section 10.5 Sick/Short Term Leave. Neither employee would be eligible to cash out any portion of the remaining sick leave at time of termination, death or retirement.

Terms of this Health Insurance Trust shall be subject to renegotiation to comply with any subsequent changes or requirements mandated by law.

Section 12.4 Worker's Compensation.

The City will provide Worker's Compensation protection for all employees as required by law.

Section 12.5 Dental and Optical Insurance.

A) The City agrees to provide Delta Dental Insurance Plan D to the employee, spouse, and dependent children (until the end of the calendar year in which they attain the age of nineteen (19)).

B) The City agrees to provide Blue Cross/Blue Shield of Michigan, or its equivalent, Vision Care A80 Certificate to the employee, spouse, and dependent children (until the end of the calendar year in which they attain the age of nineteen (19)).

Effective date of coverage for A & B above for new employees will be in accordance with the providers provisions and after the first six (6) months of service.

Section 12.6 Insurance Premiums During Layoff or Leave of Absence.

The City shall pay the required insurance premiums for the first full month following the month in which the employee is laid off or takes a leave of absence. If the leave of absence is for a work-incurred disability, the City shall pay the required insurance premiums for six (6) months.

Upon discontinuance of the City's payment of insurance premiums, an employee shall assume the full cost of the required insurance premiums in order to maintain insurance coverage.

ARTICLE XIII

SPECIAL CONFERENCE

Section 13.1.

Special conferences on important matters will be arranged between the Union and the Chief of Police or the City or their designated representative upon request of either party. Such meetings shall be between one (1) and not more than three (3) representatives of the City and representatives of the Union unless otherwise mutually agreed. Arrangements for such conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

ARTICLE XIV

SEPARABILITY AND SAVINGS CLAUSE

Section 14.1.

A) 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.

B) In the event that 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 provisions held invalid.

ARTICLE XV

SPECIAL INACTIVATION

Section 15.1

If any member shoots, while in the line of duty, another person either injuring or killing that person, at the City's discretion, that member may be inactivated for a period of three (3) days except during periods of emergency.

ARTICLE XVI

RETIREMENT

Section 16.1

The retirement provision shall be governed by Public Act 345 of the Public Acts of 1937, as amended, unless that Act is specifically amended by the agreement of the parties.

Any member age fifty (50) with twenty-five (25) years of service or age sixty (60) regardless of service shall have a pension as authorized under Public Act 345, payable at the rate of two and one-half percent (2.5%) of the average of the three (3) years of highest annual compensation received during the five (5) years of service immediately preceding retirement or leaving service, multiplied by the first twenty-five (25) years of service, and all other benefits and compensation as set forth in said Act.

Effective January 1, 1994, an annual post-retirement adjustment of up to two and one-half percent (2.5%) based upon the annual increase in the CPI, of the annual pension amount for a period of twenty (20) years beginning one (1) year after the member's date of retirement shall be paid to retiree's of this unit who do not waive this benefit in favor of the alternate salary schedule in Appendix A.

Section 16.2 Longevity Payments.

In addition to the base pay as set forth in the attached salary schedule, employees shall receive longevity pay as follows:

After ten (10) years of continuous service..... 3% of base pay

After fifteen (15) years of continuous service..... 5% of base pay

After twenty-five (25) years of continuous service..... 7% of base pay

ARTICLE XVII

MISCELLANEOUS

Section 17.1 No Discrimination.

There shall be no discrimination against any employee or employees by either the City or the Union in regards to hiring, tenure of employment, promotions, transfers or other conditions of employment because of race, color, creed, sex, age, marital status or religion.

Section 17.2 Bulletin Boards.

The City will provide a bulletin board in the Police Building which may be used by the Union for posting notices limited to:

- A) Notices of Union recreational or social events.
- B) Notice of Police Union elections and results.
- C) Notices of Union meetings and results.
- D) Official Teamsters communications.
- E) Fraternal Police communications.
- F) Other information which is not derogatory to the City or its administration.

The City reserves the right to police the bulletin board so that no offensive material is posted thereon.

Section 17.3 Rules and Regulations.

The City reserves the right to establish and publish from time to time, reasonable rules and regulations which it shall deem proper to govern the conduct of its employees.

Section 17.4 Washrooms.

The City will provide washrooms and lockers for the changing and storage of clothing. Such lockers may be inspected monthly by the Chief of Police and once a month other than for general inspection by the Chief of Police in the presence of the employee assigned such locker; the latter to be made subject to five (5) days notice to the employee.

Section 17.5 Mileage.

When an employee is required by the City to provide their own vehicle to perform their duties, the employee shall receive an allowance of fifteen (\$.15) per mile in the City and twelve cents (\$.12) per mile outside the City.

Section 17.6 Changes.

Any time a new division is established or an existing division is combined with another, the City will notify the Union prior to implementing such change. The effect of such change shall be a proper subject of the Special Conference and shall be governed by the provision of this Agreement relating to work assignments.

Section 17.7 Legal Assistance.

The City will provide to the employee such legal assistance as provided by present insurance policy and as required by law.

Section 17.8 Janitorial Duties.

The employees will not be required to perform any janitorial or building maintenance functions except by mutual agreement or in the case of unusual circumstances or an emergency.

Section 17.9 Changes of Address.

An employee changing their place of permanent residence shall make such change known to their immediate supervisor as soon as possible on a form provided by the City for such purposes. Such change of address may then be forwarded by the Police Chief to all City offices requiring such information.

Section 17.10 Telephone Numbers.

All employees shall be required to give their home addresses and phone numbers to the Chief of Police. Such phone numbers shall be held in strict confidence and will not be given out to anyone except the Manager, Attorney or designee without the permission of the employee and then only by a shift supervisor.

Section 17.11 Beneficiary.

Earned pay and earned benefits specified in this Agreement which are due to an employee upon their death shall be paid to their named beneficiary and, if no beneficiary named, to their estate.

Section 17.12 Residency.

Employees who live outside the City limits of the City of Traverse City shall be permitted to remain in such place of residence, but if they move they must move within a fifteen (15) mile radius of the police station. Other employees must live within a radius of fifteen (15) miles of the police station.

Section 17.13 Gender.

The masculine pronoun, whenever used in this Agreement, shall include the female pronoun, and the singular pronoun, the plural, unless the context clearly otherwise requires.

Section 17.14 Captions.

The captions used in each Section of this Agreement are for the purposes of identification and are not a substantial part of this Agreement.

Section 17.15 Education.

The City shall provide the employees the opportunity to take courses in an accredited college, university or community college by reimbursing the employee for tuition, and required textbooks for three (3) courses or ten (10) credit hours per semester or term.

A) All applications must be submitted to the Educational Committee for approval prior to enrollment. (The Educational Committee is composed of the Chief of Police and the City Manager.)

B) In order to be eligible for book and tuition reimbursement, the employee must not be eligible for reimbursement from any other source, the course must be job-related and the employee must receive a grade of C or better.

ARTICLE XVIII

DURATION

Section 18.1.

This Agreement shall be effective on the 1st day of January, 1995, and shall remain in force and effect until the 31st day of December, 1998. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, at least ninety (90) days prior to the anniversary date it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is reached by the parties.

This Agreement was negotiated by the following listed representatives:

Local 214

Joseph Valenti
Aubrey Carmien
Larry Fleis
R Patrick Hinds

City of Traverse City

Richard I. Lewis
Paula M. Helminiak
Ralph Soffredine
Joan Rundio
William Twietmeyer

By _____
Debra A. Curtiss, City Clerk

By _____
Shelley A. Kester, Mayor

TRAVERSE CITY, MICHIGAN
APPROVED AS TO SUBSTANCE: MUNICIPAL WORKERS LOCAL 214:

TEAMSTERS STATE, COUNTY AND
APPROVED AS TO SUBSTANCE: MUNICIPAL WORKERS LOCAL 214:

Richard I. Lewis, City Manager

Joseph Valenti, President

APPENDIX "A"

POLICE CAPTAIN

ANNUAL SALARY

Pay increase to commence on the first day of a pay period which falls closest in time to the date scheduled for the increase.

<u>JAN. 1, 1995</u>	<u>JAN. 1, 1996</u>	<u>JULY 1, 1996</u>	<u>JAN. 1, 1997</u>
\$41,979	\$43,500	\$44,000	\$45,400
	<u>JAN. 1, 1998</u>	<u>JULY 1, 1998</u>	
	\$46,000	\$47,500	

ALTERNATE SALARY SCHEDULE

To be applied if, and only if during the term of this Agreement a current Captain leaves the employ of the City and through promotion the new Captain waives the C.O.L.A. provision of the Act 345 Pension provision (refer to Article XVI, Retirement, Section 16.1, Page 30), then the salary schedule shall be:

<u>JAN. 1, 1995</u>	<u>JAN. 1, 1996</u>	<u>JULY 1, 1996</u>	<u>JAN. 1, 1997</u>
\$45,633	\$47,154	\$47,654	\$49,054
	<u>JAN. 1, 1998</u>	<u>JULY 1, 1998</u>	
	\$49,654	\$51,154	

A waiver of the pension benefit is irrevocable unless specifically negotiated for between the parties.

LETTER OF UNDERSTANDING

The parties agree that an Employee Assistance Policy Statement applies to Captain's unit members.

The attached Policy is not a part of the collective bargaining unit agreement, but has been negotiated between the parties. It shall not be changed by the City except after notice to the Union and then subject to collective bargaining permitted by law regarding changes. The meaning, application and affect of the policy are not subject to the grievance procedure or other contract or labor remedies, but discipline imposed under the policy is subject to the grievance procedure of the collective bargaining agreement then in effect.

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

By _____
Debra A. Curtiss, City Clerk

By _____
Joseph Valenti, President

By _____
Shelley A. Kester, Mayor

APPROVED AS TO SUBSTANCE:

By _____
Richard I. Lewis
City Manager

Dated: _____

LETTER OF UNDERSTANDING

The parties agree that a Physical Maintenance Program applies to Captain's unit members.

The attached Program is not a part of the collective bargaining unit agreement, but has been negotiated between the parties. It shall not be changed by the City except after notice to the Union and then subject to collective bargaining permitted by law regarding changes. The meaning, application and affect of the policy are not subject to the grievance procedure or other contract or labor remedies, but discipline imposed under the policy is subject to the grievance procedure of the collective bargaining agreement then in effect.

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

By _____
Debra A. Curtiss
City Clerk

By _____
Joseph Valenti
President

BY _____
Shelley A. Kester
Mayor

APPROVED AS TO SUBSTANCE:

By _____
Richard I. Lewis
City Manager

Dated: _____

LETTER OF UNDERSTANDING
Between
CITY OF TRAVERSE CITY
And
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214

RE: Captain Larry Fleis (Smoking in His Office)

WHEREAS Captain Larry B. Fleis filed a grievance on June 15, 1990, contesting the City of Traverse City revoking his right to smoke in his personal office which is located in the Law Enforcement Center; and

WHEREAS his grievance was ultimately granted by the City Manager to allow Captain Fleis, only, to smoke in his personal office;

IT IS THEREFORE AGREED AND UNDERSTOOD that Captain Larry B. Fleis, only, shall be allowed to smoke in his personal office; and

IT IS ALSO AGREED AND UNDERSTOOD that Captain Fleis' personal office is not a designated smoking area and any other employee who smokes in Captain Fleis's personal office may be subject to discipline.

This letter of understanding is limited in scope to the agreements contained herein and it does not change any other terms of the collective bargaining agreement.

By _____
Debra A. Curtiss
City Clerk

TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214

By _____
Shelley A. Kester
Mayor

By _____
Joseph Valenti
President

APPROVED AS TO SUBSTANCE:

By _____
Richard I. Lewis

City Manager

Dated: _____