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6/30/2004

Agreement between the

CITY OF MARQUETTE

and the

MARQUETTE PROFESSIONAL POLICE ASSOCIATION
WISCONSIN PROFESSIONAL POLICE ASSOCIATION
LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

Marquette, City

July 1, 2000 - June 30, 2004

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into on this first (1st) day of July, 2000, between the Marquette City Commission, hereinafter referred to as the EMPLOYER, and Marquette Professional Police Association, affiliated with the Wisconsin Professional Police Association Law Enforcement Employee Relations Division, hereinafter referred to as the "ASSOCIATION," in its capacity as certified representative of those employees identified in Article 1 of this Agreement.

Wherever herein reference is made to the male pronoun (he, him, his, etc.), it is intended and it should be deemed to include reference to the equivalent female pronoun (she, her, hers, etc).

ARTICLE 1 - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Association.

It is further the purpose and intent of the Agreement to promote the general efficiency of the Department and to protect the life and safety of the Community.

To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2 - RECOGNITION

Collective Bargaining Unit. The Employer hereby agrees to recognize the Association as the exclusive collective bargaining representative, as defined in Act. No. 366, State of Michigan, Public Acts of 1947, as amended by Act. No. 379, Public Acts of 1965, for the employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement.

Definition of Employee. The term "employee" when used in this Agreement shall refer to and include only those employees who are included in the collective bargaining agreement.

Part-time employees are those employees that work less than an eight-hour day, five days a week for a period of at least 180 calendar days during any calendar year. These employees will not be used to replace or displace any member of the bargaining unit

Unit 1: All full-time and part-time employees of the City of Marquette Police Department,

excluding confidential employees and supervisors as defined by the Michigan Employment Relations Commission. This unit includes:

- A. Clerical
- B. Dispatchers
- C. Meter/Parking Enforcement
- D. Police Support Officer
- E. Patrolman
- F. Office Supervisor

Unit II: All full-time and part-time supervisory employees of the City of Marquette Police Department, excluding the Chief of Police, Captains, confidential employees and managerial employees. This unit includes:

- A. Corporals
- B. Sergeants
- C. Lieutenants

ARTICLE 3 - AGENCY SHOP/DUES CHECKOFF

All employees in the bargaining unit who are subject to this Agreement shall, as a condition of employment, pay to the Association an amount of money equal to that uniformly paid by employees in the bargaining unit who are members of the Association, which shall be limited to the amount of money equal to the Association's regular dues, initiation fees and uniform assessment.

For present employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement. For employees hired after the date of this Agreement, payments shall start the 31st day following the completion of the probationary period provided in this Agreement.

Dues Check-Off. The Employer agrees to deduct from the employee's second paycheck of the month the amount of agency fees required under this Agreement, provided the Employer first receives written authorization from such employee for such payroll deduction. The Employer will only make such deduction if the employee has enough pay to cover such obligation.

The Employer will not be responsible for a refund to an employee if a duplicate deduction has been made and remitted to the Association, in which event the Association agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Association dues.

Dues deduction will only be made in a uniform amount certified by the Association, and such remittance of said dues shall be made to one Association officer authorized to receive said

remittance, by written notice to the Employer.

ARTICLE 4 - ASSOCIATION REPRESENTATION

A. **Stewards.** The employees covered by this Agreement will be represented by Stewards. The Association shall have the exclusive right to assign said stewards. The Employer shall pay up to a total of three (3) paid days per contract year for stewards and/or employees attending association training seminars. Each steward and/or employee may use only one (1) such day per year. Employees who attend such training on their scheduled days off shall not be eligible for compensation under this article.

1. The Employer will be notified on July 1st of each year of the names of the Association Officers and stewards.

2. The stewards, during their working hours, without loss of time or pay, may, using a reasonable amount of time, investigate and present grievances to the Employer during working hours, as long as they have prior permission from the Chief of Police.

B. **Negotiations.** Employees covered by this agreement will be represented by no more than five (5) bargaining unit committee members in addition to the Wisconsin Professional Police Association Bargaining Agent and any specialists to aid in deliberations.

ARTICLE 5 - NO STRIKE PROVISION

During the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, support, nor will any of its members take part in any strike (the concerted failure to report for duty or willful absence from his position, or stoppage of work or abstinence in whole or in part, the full faithful and proper performance of an employee's duties), for any purpose whatsoever.

The Association further agrees that during the life of this Agreement, it will not cause or authorize or permit any of its members to cause, promote, instigate or take part in any strike as herein defined. The Employer fully agrees not to cause any lockout of the employees during the term of this Agreement.

ARTICLE 6 - LIMITATION OF COVERAGE

Notwithstanding any other provisions of this Agreement to the contrary, this Agreement is intended to cover, and the benefits herein granted and obligations herein established are expressly made applicable to the Employer and those employees, only, covered by the terms and provisions of Act 312 of the Public Acts of 1969.

The terms and provisions of this Agreement, and any party thereof, shall not apply to, be enforceable on behalf of, or be enforceable against any employee in the collective bargaining unit herein above described and determined who is not within the definitions established by Section 2 of Act 312 of the Public Acts of 1969, as amended by Act 302 of the public Acts of 1976; it being the express Agreement of the parties that the Police Chief and Police Captains are the only Police Department employees not covered by this Agreement.

ARTICLE 7 - RESERVATION OF RIGHTS (RIGHTS OF THE EMPLOYER)

The management of the City of Marquette Police Department, the determination of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of illustration and not by way of limitation, the right to hire, discipline, suspend or discharge for just cause, promote, transfer or lay off employees, or to reduce or increase the size of the working force; to establish rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogative of the Employer,

PROVIDED, however, that they will not be used in violation of any specific provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer 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 Association, and the Employer does not waive its right to determine the type or assignment of work in the Department, and it shall also have: the right to study and use improved methods and equipment, if necessary.

It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the operation of the City of Marquette Police Department.

ARTICLE 8 - SPECIAL CONFERENCE

Special conferences for important matters will be arranged between the Steward and the Employer or its designated representative upon the request of either party.

Such meetings shall be between representatives of the Association and representatives of the Employer.

Arrangements for such special 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 a special conference shall be confined to those included in the agenda.

Conferences shall be held at the hours mutually agreed to by the parties. The members of the Association shall not lose time or pay for time spent in such special conferences provided that the special conference is held during the Association members' scheduled work period.

The business agent may attend such special conferences.

ARTICLE 9 - POLICIES AND PROCEDURES

The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees.

If such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed within five (5) calendar days after written notice of the establishment of such rules, etc., and thereafter considered in accordance with the grievance procedure.

ARTICLE 10 - MAINTENANCE OF STANDARDS

Any employee privileges or benefits which were generally in effect in the Police Department prior to the effective date of this Agreement, which are not changed or otherwise affected by this Agreement, will continue in force throughout the life of the Agreement unless altered by mutual consent of the Employer and the Association.

ARTICLE 11 - PROBATIONARY/TRIAL PERIOD

Unit I: All new employees shall be considered probationary employees for a period of 180 calendar days, provided; however, that such probationary period shall be extended for a period of

time equal to the time that an employee is absent from duty due to sickness or other reasons.

Probationary employees may be terminated by the Employer at any time and shall not have recourse to the grievance and arbitration procedure.

Unit II: Employees promoted from Unit I to Unit II shall have a trial period of 180 days in their new classification. During the trial period the Employer may elect to conduct a written performance evaluation.

If the written performance evaluation is less than satisfactory, the Employer may return the employee to the classification from which the employee was promoted. The employee, at his/her discretion, may also elect to return to the classification from which they were promoted during the first sixty (60) days of the trial period.

When an employee is promoted to the detective corporal position, one hundred eighty (180) calendar days after the end of the trial period, the employee will be upgraded to detective sergeant and receive a corresponding increase in pay.

ARTICLE 12 - JOB POSTINGS/PROMOTIONS/SHIFT PREFERENCE/SPECIAL ASSIGNMENTS

A. **Job Postings (Non-Sworn Positions).** All vacancies or newly created non-sworn positions within the bargaining unit shall be posted when it is determined by the City that the position is vacant. Nothing herein shall be construed in any way which will detract from the right of management to determine when a vacancy exists or when a new position is created within the department. The Employer agrees that whenever a determination is made that a vacancy does not exist, or a consolidation of positions will occur, the Association will be so notified.

All vacancies for non-sworn positions will be posted in the Police Department as well as the Human Resources Department located in City Hall for a period of seven (7) calendar days. The position will be filled on the first day of the pay period after the selection process has been completed.

B. **Promotions (Sworn and Non-Sworn Positions).** Those positions which include a transfer to a higher paying classification/rank or a lateral transfer, shall be filled through the promotion procedure. A lateral transfer is defined as the movement of a Corporal, Sergeant, or Lieutenant from one division to another. In order to be eligible to take a promotional examination, an officer must have three (3) years of service with the department.

All positions will be posted for seven (7) calendar days in a conspicuous place in the Police

Department. Employees interested shall apply by signing their names on the space provided on the posted notice. The employer will fill the vacancy within a thirty (30) calendar day period from the date the posting is taken down.

1. Eligibility for promotion is only from the rank immediately below the posted position, except in the case of promotion to Detective Sergeant, which may be filled from the ranks of qualified patrol officers or lateral transfers.

2. The parties agree that all appointments to the position of "Captain," shall be made from amongst the members of the existing City of Marquette City Police Department.

C. **Promotion Procedure.**

Step 1 - Written Test. This test will be made up by the Chief of Police or by an individual appointed by him (this appointed individual will not be one, of the prospective candidates). The test will pertain to the vacancy or newly created position. The test will be administered by the Chief of Police as he sees fit within fifteen (15) days after the posting. Tests will not be graded/scored until after the oral examination has taken place.

Step 2 - Oral Examination. For sworn officer positions, the board will be made up of four people as follows:

1. City Manager or designee;
2. Prosecuting Attorney or designee;
3. One (1) member to be selected by the Association, who shall not be one (1) of the candidates for promotion.
4. Chief of Police or designee.

For the Office Supervisor position, the board will be made up of four (4) people as follows:

1. City Manager or designee;
2. Captain of Patrol Operations or designee;
3. One (1) member to be selected by the Association, who shall not be one (1) of the candidates for promotion.
4. Chief of Police or designee.

Step 3 - Selection-Criteria

The Board will take into consideration all aspects of the promotion procedure:

1. Written test - 40 points maximum;
2. Oral Test - 50 points maximum;
3. Seniority Points - Maximum, one for each year of service up to ten years;
4. College Education Bonus Points:

<u>Number of Credits</u>	<u>Number of Bonus Points</u>
0-27 (Freshman)	0
28-55 (Sophomore)	1
56-87 (Junior)	3
Graduate - Bachelors Degree	4 (Maximum)

5. Veterans Bonus Points

<u>Years of Military Service</u>	<u>Number of Bonus Points</u>
1 year - 3 years	1
4 years and over	2

Employees shall not be allowed to utilize both college education bonus points and Veterans bonus points together; they shall use whichever will provide them the most points only. It will be the employee's obligation to provide written documentation to justify the bonus points to be used.

Step 4 - Selection - General

The Board may or may not ask the candidate questions about all of the above, and any other question it sees fit. The following operational instructions will apply to the Oral Review Board:

1. All members of the Board must be present for each interview.
2. Each candidates' personnel file shall be available for inspection by the Board.
3. The Board may discuss each interview together but must score each candidate individually on a scale of 0 to 50.
4. Upon the completion of all interviews and scoring, the board shall be given each candidate's points in the other areas (written, seniority and bonus points).
5. The Board shall then total the points for each candidate (including the points for the Oral interview) and the top three (3) shall be considered for promotion. The Board shall not know any other scores of any of the candidates prior to the end of the oral interview.

6. In its consideration of the top three (3) candidates the Board may:
 - (a) Re-interview each of the three candidates;
 - (b) Have further discussion as a Board to include the contents of the employee's personnel file;
 - (c) Interview the Chief or Captains of Police (and/or their representative).
7. The Board shall make a recommendation, in writing, to the City Manager, of their choice of the candidate to be promoted. All board members should sign this document. Board members who dissent from the choice-of the majority should so indicate.
8. The Board shall also submit in writing to the City Manager, the names of all candidates the promotion and list them in the order of their numerical scores.
9. Upon mutual agreement of the parties, in writing, the promotional procedure outlined above may be modified, except that no modification in the procedure can be made within thirty (30) days of a promotion to be made.
10. The Human Resources Manager will provide the Board with the candidate's personnel file and the candidate can also be asked questions about material in the file. (Candidates can ask the Human Resources Manager to see their file before the oral examination).

Step 5 - Posting of Promotion

1. The posting of the promotion will be done by the Chief of Police within three (3) calendar days after the board has concluded the oral interview.
2. The posting will include name of candidate promoted and rank. Those candidates who have participated in the promotion process shall have access to the top three candidates and their scores. In addition, those who participated may ask the Chief of Police their individual score and where they finished.
3. The promotion will take effect as set forth in the notice of promotion.
4. During the probationary/trial period, employees will receive the rate of the job they are performing.

D. **Shift Preference (Not Applicable To Periodic Shift Bidding)**. In the event of a vacant or open position on a shift, vacancies shall be posted for seven (7) calendar days in a conspicuous place. Employees interested shall apply by signing their names on the space provided on the posted

notice. Selection will be made and employees shall be allowed to bid and move on the basis of the applicable seniority list. When there would be an imbalance between senior and junior officers or an imbalance of qualifications or classifications on a shift because of the move, as determined by the Chief of Police, the parties shall meet to discuss and work towards a mutually agreeable solution that ensures the proper mix of new hires and experienced employees on each shift.

E. Special Assignments. "Special assignments" are those that do not involve a promotion, such as D.A.R.E., COPS, COPS FAST, UPSET, Youth Services Officer, etc. Employees will be moved to "special assignments" after a selection process is determined by the Chief of Police.

Employees in these 'special assignments' will be able to return to a shift where their seniority allows after at least one year in the "special assignment". Prior to one year, they may return to a shift where a vacancy exists and bid for a shift when a vacancy exists or the shifts are open for bidding.

F. Temporary Transfers. With respect to temporary transfers made by the department (and when not requested by the employee) the employee so transferred shall have the right to return to his regular shift when the temporary assignment is terminated.

ARTICLE 13 - SENIORITY

A. Definition. Seniority shall be defined as the length of the employee's continuous service with the Employer dating from the employee's last date of hire. Classification/rank seniority shall mean the length of continuous service in a particular classification/rank. Seniority shall be used as a means of preference for only those matters specifically provided in this Agreement Probationary employees shall be included on the seniority list and their seniority date shall be entered as their original date of hire to the City.

B. Seniority Lists. The parties have agreed that there shall be two seniority lists. The first list will be arranged by the employee's original date of hire to the City. The second list will be arranged by classification/rank. Both lists will list the employee's name, classification and rank, as well as the employee's original date of hire.

1. The Employer will keep the seniority lists up to date at all times and will provide the steward with up to date copies once a year on July 1st.
2. As it applies to layoffs, stewards shall head the classification/rank seniority list while they are serving in that capacity.

3. The classification/rank seniority list shall be used to determine call back by seniority for layoff purposes and shift preference for Supervisors.
4. The seniority list arranged by original hire date shall be used for purposes of granting benefits, vacations, promotions, assignment and bidding of shifts, and situations where seniority is a factor.
5. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

C. **Loss of Seniority.** An employee's seniority with the Employer shall terminate for any of the following reasons:

1. He quits or retires.
2. He is discharged for just cause, and such discharge is not reversed through use of the grievance procedure.
3. He is absent for 3 working days without properly notifying the Employer and supplying satisfactory reason for such absence. This section is not be construed in limiting the Police Chief's right to issue discipline for any unjustified absence.
4. He fails to return to work upon recall or at the specified date following the termination of any leave of absence or vacation, unless otherwise excused.
5. If he does not return to work when recalled from layoff as set forth in the recall procedure or does not return from sick leave when authorized to do so in writing by a physician or does not return from a leave of absence when the approved time frame has elapsed.

ARTICLE 14 - LAYOFF/RECALL

Layoff

A. The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds, or the termination of a grant position.

B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Association representatives at least 3 weeks prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. If the results of such meeting are not conclusive, the matter shall become a proper subject for grievance procedure.

C. When a layoff takes place, probationary employees shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first.

1. The next employee to be laid off shall be the employee with the least classification/rank seniority in the classification/rank affected, provided; however, that the remaining senior employees have the experience and training and the ability to perform the required work.
2. Upon being reduced from his rank or classification, an employee who so requests shall, In lieu of layoff, be demoted to a lower rank or classification in the Department, provided; however, that he is able to perform the required duties of that rank or classification and that he has more seniority than the employee he is to replace.

An employee who is demoted in lieu of layoff, shall be paid the salary of the classification or rank into which he has been demoted.

Employees shall be allowed to "bump" wherever their seniority may take them as long as the bumping employee has the skill and ability to perform the work and meets the minimum qualifications established for the position by the Employer.

Recall

When the work force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) calendar days from the date of mailing notice of recall, he shall be considered to have quit.

ARTICLE 15 - TRANSFER OF EMPLOYEES (OUTSIDE OF THE BARGAINING UNIT)

A. If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within 6 months, transfers back to a position within the bargaining unit he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

B. If an employee transfers to a position under the Employer not included in the bargaining unit, and remains in the position for a period exceeding six (6) months, the employee shall no longer be eligible to remain as a member of the bargaining unit from which he transferred.

ARTICLE 16 - CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement the Employer shall not contract out or sub-contract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit, where such action by the Employer would result in loss of work for any employee covered by this Agreement.

ARTICLE 17 - NOTICE OF TERMINATION

A member of this bargaining unit leaving the employ of the City by voluntary termination or retirement is encouraged to give at least two (2) weeks' written notice to the City by completing the necessary form in the Human Resources Department.

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

General Provisions.

A. A "Grievance" means any dispute regarding the meaning, interpretation or alleged violation of the terms and provisions of this Agreement, as written. Either party to this Agreement may file grievances.

B. There shall be one original grievance which will be passed on from step to step in the grievance process. Copies shall be made at the various steps.

C. For purposes of this Article, if any party to the grievance because of holidays, sick leave, vacation, and funeral leave is unable to meet the time limits, the response time shall be

adjusted accordingly.

D. Grievances involving suspension or discharge shall commence at the City Manager's step in accordance with the suspension and discharge article.

E. When practicable, all grievances shall be delivered in person at each step of the grievance process, and the date of receipt shall be noted in writing on the grievance form when delivery is made in person.

F. If either party-misses any of the time deadlines as set forth in any of the steps listed below, (unless such time limits shall be waived, in writing), the grievance shall be deemed settled at the last position and in favor of the party who did not miss a time deadline.

Step 1 - Immediate Supervisor (Verbal)

Should an employee feel there is a grievance, the employee shall, within twenty (20) calendar days of the date of the employee('s) or Association's knowledge of its occurrence, consult with the employee's immediate supervisor.

Step 2 - Shift Commander or Shift Supervisor (Written)

If settlement is not reached in Step 1, the employee and/or Association may submit the grievance in writing within five (5) calendar days thereafter to the Shift Commander or Shift Supervisor. The Shift Commander or Shift Supervisor shall within five (5) calendar days give his reply in writing.

Step 3 - Police Chief

If the grievance is not resolved at Step 2, the Association may, within seven (7) calendar days of that answer, submit the grievance (in writing) to the Chief of Police or the person acting on his behalf (in his absence). If requested by either party, a meeting may be called to discuss the grievance at this step in an attempt to resolve the grievance. The Chief of Police or the person acting on his behalf, shall within seven (7) calendar days from the date the grievance was submitted to his office or seven (7) calendar days from the date a meeting was held at his step, give a written response to the grievance.

Step 4 - Manager of Human Resources.

If settlement is not reached at Step 3, the matter may, within seven (7) calendar days be submitted (also in writing) to the Manager of Human Resources. If requested by either party, a meeting may be called to discuss the grievance at this step in an attempt to resolve the grievance. The Manager of Human Resources shall issue a written response within seven (7) calendar days from

the date the grievance was submitted to his office or seven (7) calendar days from the date a meeting was held at his step.

Step 5 - City Manager

If settlement is not reached at Step 4, the matter may within seven (7) calendar days be submitted (in writing) to the City Manager. The City Manager shall issue a written response within seven (7) calendar days from the date the grievance was submitted to his office.

Step 6 - Arbitration

If settlement is not reached at Step 5, the Association shall have the right to proceed to have the matter arbitrated by filing a written request for same with the American Arbitration Association.

This request must be submitted to the American Arbitration Association within seven (7) calendar days of receipt of the written response from the City Manager. The arbitration proceedings shall be conducted according to the rules of the American Arbitration Association.

There shall be no appeal from an arbitrator's decision unless the arbitrator has exceeded his jurisdiction or that such decision was obtained through fraud or "other" unlawful action; in which case, either party shall have the right to appeal to a court of proper jurisdiction. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to or subtract from any of the terms of this Agreement

The Award of the arbitrator shall be binding on the Association, its members, including the grievant, and the Employer and the Employer's agents.

The expenses for the arbitrator and the American Arbitration Association shall be shared equally by the Association and the Employer.

ARTICLE 19 - DISCHARGE AND SUSPENSION

A. **Notice of Discharge or Suspension.** The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension. No employee shall be discharged or suspended without just cause.

The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward and the Employer. Upon request the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.

B. **Appeal of Discharge or Suspension.** Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, they may within seven (7)

calendar days of the discharge or suspension, appeal such action at the City Manager Step (and subsequent steps) of the Grievance and Arbitration Procedure.

C. **Use of Past Record.** In imposing any discipline or discharge, the Employer will not take into account any prior infractions which occurred more than two (2) years prior to the current incident or two (2) years from whenever the incident(s) is brought to the attention of the City.

D. **Disciplinary Steps**

Disciplinary action taken should be corrective and not punitive. To this extent and where applicable to fit the severity and repeat nature of the offense, the following provisions will serve as guidelines:

1. Verbal reprimand reduced to writing
2. 1st written warning
3. 2nd written warning with or without suspension less than three (3) days
4. 3rd written warning - up to a three (3) day suspension
5. Written report and possible discharge.

E. **Major Offenses**

The purpose of the following list of actions is to define what constitutes major offenses in determining disciplinary action. Major offenses will usually justify summary discharge without the necessity of prior warning or attempts at corrective discipline. This list of actions below is not intended to be all inclusive.

1. Drinking intoxicating beverages, or the use of illegal drugs on the job, or arriving on the job under the influence of such intoxicating beverages or illegal drugs.
2. Three successive days of unexcused absenteeism without reasonable excuse.
3. Insubordination.
4. Willful and wanton neglect of lawful duty.
5. Theft or intentional destruction of City property.
6. Serious safety violations.
7. Physical violence or intimidation including racial or sexual harassment.
8. Falsification of information on job applications, time records or other City records.

9. Felony offense. Upon being charged, possible suspension with or without pay.

ARTICLE 20 - WORKING HOURS

A. **New Shift Schedule.** The parties recognize the new shift schedule contained in this agreement may need to be modified to carry out the mission of the department. If operational or practical difficulties arise from these changes, either party reserves the opportunity to request a Special Conference to work out the problem and arrive at a workable schedule.

On December 9, 1996 a new ten and eight hour shift schedule will go into effect. Upon the effective date of the schedule, another posting will be made available which will become effective March 10, 1997 and postings will be made available every four (4) months thereafter.

B. **Second Shift Premium.** Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, \$.45 per hour. The Employer reserves the right to set regular work hours for the purposes of this contract.

C. **Third Shift Premium.** Employees who work on the third shift shall receive in addition to their regular pay for the pay period, \$.50 per hour.

D. **Determination of Shift Premium.** An employee's shift premium compensation shall be determined by the hours actually worked on the second and third shift. The second shift is defined as any hours worked between 4 p.m. and midnight. The third shift is defined as any hours worked from midnight to 8 am. This excludes first shift personnel in the event an employee's working hours are changed to a shift where they would receive a lower shift premium or no shift premium (when the change is requested by the Employer), they will be paid the shift premium rate they would have been entitled to on their regularly scheduled shift. Shift premium applies to all employees.

E. **Call Beeper.** Duty Officers and Medical Examiner Investigators who, as part of their duties, must carry a beeper while off duty, will be granted 4.5 hours additional vacation for each week they carry the call beeper.

F. **Sunday Premium.** Employees scheduled for work on Sunday will receive a prorated vacation day on the basis of one (1) additional hour per eight (8) hours. This benefit shall not be calculated on a premium basis. Any hours worked less than 7 3/4 in a day shall be prorated.

G. Shift Hours - 8 Hour Shifts

First Shift: 7:00 A.M. - 3:00 P.M.
8:00 A.M. - 4:00 P.M.
9:00 A.M. - 5:00 P.M.

Second Shift: 3:00 P.M. - 11:00 P.M.
4:00 P.M. - 12:00 A.M.

Third Shift 11:00 P.M. - 7:00 A.M.
12:00 A.M. - 8:00 A.M.

Shift Hours - 10 Hour Shifts

First Shift: 8:00 A.M. - 6:00 P.M.

Second Shift: 4:00 P.M. - 2:00 A.M.
6:00 P.M. - 4:00 A.M.

Third Shift: 10:00 P.M. - 8:00 A.M.

Shift hours listed above shall not be changed unless agreed upon by the Employer and the Association, however, the Employer reserves the right to adjust temporarily employees hours when a need is determined to carry out the mission and function of the department.

H. **Breaks.** Employees working an 8 hour shift may take two paid 15 minute breaks or one paid 1/2 hour break during their shift.

Employees working a 10 hour shift may take two twenty (20) minute breaks or one paid 40 minute break during their shift.

I. **Support Staff Hours.** All clerical unit employees who are currently working a seven and three-quarter (7- 3/4) hour day shall continue to work on that schedule, and shall be considered full-time employees.

Shift Hours - Support Personnel

First Shift: 7:00 A.M. - 3:00 P.M.
(No Premium) 8:00 A.M. - 4:00 P.M.
9:00 A.M. - 5:00 P.M.

Second Shift: 4:00 P.M. - 12:00 A.M.

Third Shift: 12:00 A.M. - 8:00 A.M.

J. **Callback.** An employee called back shall be guaranteed at least two (2) hours pay at the rate of time and one-half, including court time, except when an employee is required to work for a period of time two (2) hours or less, immediately prior to their regular shift, then the employee will be paid for the time actually worked at the rate of time and one-half (1 1/2X).

K **Two-Man Cars and Minimum Staffing.** There will be two (2) two-man cars on duty during the hours from 9 pm to 7 am, except when only three officers are available for patrol or during special events and or circumstances or by mutual agreement between the designee of the chief of police and the officers;

Minimum Staffing (New Shift Schedule)

2:00 am - 9:00 pm three (3) officers available for patrol duty.

9:00 pm - 2:00 am four (4) officers available for patrol duty.

ARTICLE 21 - EQUALIZATION OF SCHEDULED OVERTIME HOURS

Scheduled overtime hours shall be divided as equally as possible among employees in the same classification in their department. An up to date list showing scheduled overtime hours will be posted bi-weekly in a prominent place.

Whenever scheduled overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

An overtime sheet will be posted showing the employees name. Employees who are willing to work will have the opportunity to sign the posting and mark whether he/she wishes to work the overtime or not.

The Chief or his/her designee will determine Employee with highest seniority and lowest amount of scheduled overtime hours.

Scheduled overtime hours will be computed from January 1 through December 31 each year. Excess scheduled overtime hours will be carried over each year and is subject to review at the end of each period.

ARTICLE 22 - LEAVES OF ABSENCE

Association Business

Leaves of absence, without pay, for a period not to exceed six (6) months will be granted, in writing, without loss of seniority for serving in any elected or appointed position of the Association. Employees electing this option must substitute vacation, compensatory, and personal time at the beginning of the leave for the normal number of hours they work per week until the benefits are exhausted.

A member of the Association selected to attend a function of the Association shall be allowed time off with loss of pay to attend; except as per Article 4, sub (A).

Military Leave

The re-employment rights of veterans will be in accordance with all applicable local, state and federal laws and regulations.

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted.

Family Medical Leave Act (FMLA)

The City shall comply with the provisions of the Family Medical Leave Act.

Unpaid Leaves of Absence

Upon exhaustion of the twelve weeks allowed under the Family Medical Leave Act, a request for an unpaid leave for up to an additional nine months for the following two reasons may be made. No reasonable requests will be denied.

1. Employee's serious health condition
2. For the need to care for a child, spouse or parent (but not parent-in-law) of the employee who has a serious health condition.

Once an employee is on an unpaid leave of absence beyond the twelve weeks allowed under the Family and Medical Leave Act, the following conditions shall apply:

1. Employees will have to pay the premiums for their health/dental/vision insurance after twelve weeks unless the employee has exhausted their appropriate leave time they have available.
2. For leaves for the need to care for a child, spouse or parent (but not parent-in-law),

the employee must use all accrued vacation and any personal or compensatory time upon the completion of the initial twelve-week leave.

3. For leaves for the employee's serious health condition, the employee must use any remaining sick leave and all accrued vacation and any personal or compensatory time upon the completion of the initial twelve-week leave.

Once an employee exhausts all sick leave benefits (as appropriate), accrued vacation, and any personal or compensatory time and is no longer receiving a paycheck from the City the employee will not accrue vacation, personal days, sick leave, or holiday pay while on leave of absence.

General Provisions

1. Employees shall accrue seniority while on an approved leave of absence granted by the provisions of this Agreement. Employees on an approved leave of absence shall be returned to the position they held at the time the leave of absence commenced, or to a position to which their seniority entitles them.
2. Employees may not take time off from work which is not authorized by the terms of this Agreement, except by mutual agreement of the parties involved.

ARTICLE 23 - DEPARTMENT SAFETY COMMITTEE

Association delegates on the safety committee are to be selected by the Association. Meetings will be held semi-annually or when requested.

ARTICLE 24 - RATES OF PAY/CLASSIFICATIONS

A. Job Descriptions. The Employer shall maintain job descriptions for all classifications covered by this Agreement. The Employer shall continue the practice of providing the Association Steward with a copy of the job description for their review.

B. Rates for New Classifications. When a new classification is created, the Employer will notify the Association of the classification and rate structure prior to its becoming effective. In the event the Association does not agree that the classification and rate are proper, it will provide notice within thirty (30) calendar days and shall be subject to negotiations.

C. Rates for Employees. The Employer shall pay new employees in the Police Department in accordance with the following schedule:

Patrol Officer Wage Rates

0-6 Months	75% of Top Patrolman Wage in Effect
7-12 Months	80% of Top Patrolman Wage in Effect
1-2 Years	85% of Top Patrolman Wage in Effect
2-3 Years	90% of Top Patrolman Wage in Effect
Over 3 years	100% of Top Patrolman Wage in Effect

Clerical & Dispatcher & Police Support Officer Wage Rates

0-6 Months	75% of Top Clerical/Dispatcher Wage in Effect
7-12 Months	80% of Top Clerical/Dispatcher Wage in Effect
1-2 Years	85% of Top Clerical/Dispatcher Wage in Effect
2-3 Years	90% of Top Clerical/Dispatcher Wage in Effect
Over 3 years	100% of Top Clerical/Dispatcher Wage in Effect

Parking Enforcement Wage Rates

0-6 Months	75% of Top Parking Enforcement Wage in Effect
7-12 Months	80% of Top Parking Enforcement Wage in Effect
1-2 Years	85% of Top Parking Enforcement Wage in Effect
2-3 Years	90% of Top Parking Enforcement Wage in Effect
Over 3 Years	100% of Top Parking Enforcement Wage in Effect

Police Office Supervisor Wage Rate

The position of Police Office Supervisor shall receive 107% of the rate received by the top Clerk's classification.

Officer Wage Rates. Pay for "Officer" classifications shall be based on the following (in each year) "Percentages" (using the top patrolman wage as 100%):

- 1. Corporal - 106.50%
- 2. Sergeant - 112.50%
- 3. Lieutenant - 121.50%

Temporary Assignments. A patrolman will receive the rate of pay of the Corporal classification for all hours worked while filling such vacancy. An employee transferred to a lower paying classification shall remain at their prevailing rate of pay.

The senior Clerk will be paid the Office Supervisor's rate of pay when performing the Office Supervisor's duties for two (2) hours or more in any one (1) day.

ARTICLE 25 - TIME AND ONE-HALF

Time and one-half will be paid as follows: For employees on a seven and three-quarter hour (7 3/4) shift, time and one-half (1 1/2) shall be paid for all hours over seven and three-quarters in one day and 38 3/4 in one week; for employees on an eight hour shift, time and one half (1 1/2) shall be paid for all hours over eight (8) in one day and 40 in one week; and for employees on a ten (10) hour shift, time and one half (1 1/2) shall be paid for all hours over ten (10) in one day and 40 in one week.

ARTICLE 26 - COST OF LIVING

This Article will remain in the Agreement but will be "frozen" for the term of the Agreement. It is further agreed between the parties that in the event the cost of living during any of the fiscal years, 1996-97 and 1997-98, exceeds the percentage of wage increase for any given year as more particularly stated above, then, in that event, the wage increase for the particular fiscal year shall be the percentage increase in the cost of living as published by the United States Government and known as the Consumer Price Index-National.

In the event that the cost of living in any fiscal year exceeds the wage increase granted by the Employer and agreed upon between the parties in accordance with this Agreement, the increased wages based on the Consumer Price Index shall be paid quarterly and shall be based on a formula that a one point increase in the Consumer Price Index shall equal five dollars (\$5.00) per month in wages. For computation purposes, the May Consumer Price Index will be used as a starting point for each fiscal year.

Cost of living increases shall be added to each employee's monthly base pay rate.

ARTICLE 27 - EDUCATIONAL INCENTIVE

An educational incentive of \$300/year shall be paid for an employee who possesses a Master's Degree; \$200/year shall be paid for an employee who possesses a Bachelor's Degree; and \$100/year shall be paid for an employee who possesses an Associate's Degree.

Payment shall be made on the first pay period in December of each year. In order to receive the educational incentive, a copy of the diploma confirming the degree must be provided to the Human Resources Department prior to December 1 to qualify for the Incentive. Proof of degree need only be provided initially upon conference of the degree.

ARTICLE 28 - LONGEVITY

The employee covered by this Agreement shall be paid longevity according to their seniority, to be paid on the first pay period of December. Longevity will be based on the following schedule:

<u>Years of Service</u>	<u>7-1-00</u>
5 Yrs. Through 9 Yrs.	\$310.00
10 Yrs. Through 14 Yrs.	\$340.00
15 Yrs. Through 19 Yrs.	\$370.00
20 Yrs. Through 24 Yrs.	\$400.00
25 Yrs. Through 29. Yrs.	\$430.00
30 Yrs. And Over	\$460.00

Employees who retire or resign who have not received their longevity pay for the anniversary year shall receive a prorated amount of said pay at the time of retirement or resignation.

Employees who are on Workers Compensation shall receive said pay while on Workers Compensation as long as they are drawing at least a partial City paycheck.

ARTICLE 29 - UNIFORM MAINTENANCE ALLOWANCE

Each employee, including probationary employees, covered by this Agreement, without exception, shall receive a \$20/pay period uniform maintenance allowance. The Detective Bureau and Police/School Liaison Officer shall receive the sum of \$500.00 per year in addition to the uniform maintenance allowance.

ARTICLE 30 - SIGNING BONUS

The City agrees to pay a signing bonus as follows upon ratification and signing of the contract of 3% for all hours worked including overtime at straight time rate for the period 7-1-97 to 6-30-98.

ARTICLE 31 -125 EMPLOYEE BENEFIT PLAN

The City will adopt an employee benefit plan whereby employees may elect to reduce their regular compensation in exchange for reimbursement of certain expenses payable with pre-tax dollars under Section 125 of the Internal Revenue Code.

The plan shall offer reimbursement of any eligible medical expense and qualified dependent care expenses to the extent elected by the employee. Because of Internal Revenue Service code requirements, any amounts remaining at the close of the plan year shall be forfeited by the employee

and allocated in a non-discriminatory manner to plan participant accounts for the following year.

ARTICLE 32 - COMPUTATION OF BENEFITS

All hours paid through the City payroll to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

ARTICLE 33 - VACATION ELIGIBILITY

Accruals. Vacation with pay will accrue per pay period based upon anniversary date (most recent date of hire) according to the following schedule:

<u>EMPLOYMENT</u>	<u>AMOUNT</u>	<u>HOURS/PAY PERIOD</u>	
		<u>Eight Hour</u>	<u>7.75 Hour Employees</u>
Beginning yr 1	5 days vacation	1.5385	1.4904
Beginning yrs 2-5	10 days vacation	3.0770	2.9808
Beginning yrs 6-9	13 days vacation	4.0000	3.8750
Beginning yrs 10-13	16 days vacation	4.9231	4.7693
Beginning yrs 14-17	18 days vacation	5.5385	5.3654
Beginning yrs 18-20	20 days vacation	6.1539	5.9616
Beginning yr 21	21 days vacation	6.4616	6.2597
Beginning yr 22	22 days vacation	6.7693	6.5577
Beginning yr 23	23 days vacation	7.0770	6.8558
Beginning yr 24	24 days vacation	7.3847	7.1539
Beginning yr 25	25 days vacation	7.6924	7.4520
Beginning yr 26	26 days vacation	8.0000	7.7500
Beginning yr 27	27 days vacation	8.3077	8.0481
Beginning yr 28	28 days vacation	8.6154	8.3462
Beginning yr 29	29 days vacation	8.9231	8.6443
Beginning yr 30	30 days vacation	9.2308	8.9424

Note: The number of days listed above is illustrative and is based on an eight-hour or seven and three-quarter hour day. For purposes of calculating vacation, the number of pay periods is 26.

Vacation Caps. All Members vacation will be capped at 400 hours as of 7-1-98 and can not exceed this amount on the first day of July each year while the contract is in effect. Persons exceeding the vacation cap on July 1 1998 will have the following options:

1. Conversion to cash within 45 days of contract signing.
2. The employees individual vacation cap can be established at the hours accumulated on 7-1-98.

Guidelines for Time Off. Time off will be granted at such times during the year as requested by the employee, within the following guidelines:

- A. Employees are encouraged to use a minimum of three (3) days vacation at one time; however, requests for less than three (3) days may be granted at the discretion of the Chief or his designee.
- B. There will be no one day vacations unless in case of an emergency.
- C. A time off slip for three (3) days or more will be turned in at least 72 hours in advance of the requested time off.

Approval of Requests. Only the Chief of Police, Captain of Patrol Operations, Captain of Detectives or the Shift Supervisor can approve time off requests for their shift.

- A. For the first shift only one officer is permitted to be on time off at one time. For both the second and third shifts, one command officer and one patrol officer are permitted to be on time off one time unless minimum staffing levels are not met. Additional officers may be granted time off with the approval of the Chief or his designee.
- B. In the Detective Division, time off will be granted at the discretion of the Detective Captain.
- C. If a time off request is submitted less than 72 hours prior to the requested time off, the requesting employee will seek approval in the following order: first, the Shift Lieutenant; second the Shift Sergeant and third, the Shift Corporal. If they cannot be reached, the Duty Officer can be contacted for emergency requests only.

Time Off Preference. The senior officer on a shift has the right to bump a junior officer, but it has to be done 30 days prior to the start of the time off. Bumping by Command Officers will be by rank. Bumping by patrol officers and non-sworn personnel will be seniority.

General Provisions

- A. When a holiday is observed by the Employer during scheduled time off, the employee will receive eight (8) or ten (10) hours of regular pay (and take the day off), instead of using eight (8) or ten (10) hours of time off.
- B. Time off may not be waived by an employee and extra pay received for work during that period.
- C. Employees shall not work any overtime while on time off or compensatory time off

with the exception of scheduled court appearances or mandatory training.

D. If an employee becomes ill and is under the care of a duly licensed medical physician during his time off, his time off will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

E. Time off may be rescheduled due to leaves of absence or sick leave, when the time off adversely affect the number of police officers on any shift.

F. Training days may be treated as time off days for all shifts. Additional time off may be granted if sufficient staffing is available as determined by the Chief of Police or his designee.

G. If an employee is laid off, retires or voluntarily resigns his employment, he will receive payment for all vacation hours and compensatory time at the time of termination at his hourly rate in effect at the time of termination.

H. Employees will be paid their current base rate for vacation hours.

ARTICLE 34 - SICK LEAVE

A. **Accrual.** All employees covered by this Agreement shall accrue 3.6924 hours per pay period (based on 26 pay periods), beginning on the first day of employment, equivalent to one (1) sick leave day per month, not to exceed twelve (12) days per year.

B. **Notification.** Employees utilizing sick leave must notify the person working the dispatch desk prior to the start of their shift but with as much notice as practicable to properly plan and staff the shift.

C. **Sick Leave Abuse.** The Employer will notify the Employee if it suspects abuse of sick leave. Thereafter, the Employer will take appropriate actions regarding the Employee's use of sick leave.

The Employer shall provide the Employee with necessary justification, including the Employee's sick leave record, if abuse is alleged. Should the Employee feel that the Employer is being unreasonable and capricious in making such determination, a special conference will be held and if the matter is not resolved at such meeting it may be submitted directly to the Director of Human Resources' step in the grievance procedure.

D. **Return to Work Certificate.** An Employee may be required to furnish a physician's certificate before returning to duty whenever three (3) or more consecutive sick leave days are claimed. Employees failing to provide required medical certification shall not be permitted to return

to work, be entitled to paid sick leave, or use other benefit time such as vacation, sick or personal time, and said days shall constitute unexcused absence. Employees off with a physician's certificate must return with a physician's certificate.

E. **Payment Upon Termination.** One half unused sick leave days will be paid upon severance of employment with the Employer as long as the employee has 10 years or more of seniority, or upon death of the employee, one half unused sick leave days will be paid at the prevailing rate to the employee's beneficiary. An employee while on sick leave will be deemed to be on continue employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

Payment of sick leave benefits shall be made at the Employee's hourly rate in effect at the time of retirement death or voluntary separation.

F. **Illness of Dependents.** Employees may use two (2) days of sick leave per calendar year for the illness of a dependent child, spouse, or member of the Employees' household. These days do not accumulate and the employee must document their use an the time sheet.

G. **Sick Leave Caps.** The employees sick leave bank for pay out purposes is limited to 1800 hours (900 hours pay) all though sick leave may still be accumulated beyond 1800 hours. Persons exceed the sick leave caps on July 1, 1998 will have the following options:

1. Conversion to cash within 45 days of contract signing sick leave payout at 50%.
2. Employees individual sick leave cap can be established at the hours accumulated on 7-1-98.

ARTICLE 35 - HOLIDAY PROVISIONS

The paid holidays are designated as:

New Years Eve
New Years Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day

Christmas Day

Birthdays. Each employee shall be granted his birthday off as a paid holiday. The employee will have the option of taking it off or saving the day off for future use with the Chief's permission.

If a holiday falls on a regularly scheduled day off, the employee will have an equivalent number of hours added to their holiday bank.

Working hours on holidays for Lieutenants, Detectives, officers on special assignments and non-sworn employees will be at the discretion of the Chief of Police. Notification of the hours to be worked or day off will be given at least thirty (30) days in advance of the holiday.

Double time and one-half (2 1/2) shall be paid for all hours worked on holidays that are defined above.

Employees will be paid for holidays during their probationary period.

ARTICLE 36 - FUNERAL LEAVE

An employee shall be allowed five (5) working days with pay as funeral leave, for the purpose of making arrangements or attending a funeral for a death in the immediate family defined as the Employee's spouse and children.

Others as defined herein shall be allowed up to three (3) days for funeral leave: Mother, Father, Brother, Sister, Mother-in-Law, Father-in-Law, Grandparents, Grandparents-in-Law, Grandchildren, Brother-in-Law, Sister-in-Law, Step-Father, Step-Mother, or a member of the employee's household. For Aunts or Uncles of the employee, one day shall be allowed to attend the funeral.

Any employee selected to be a pallbearer for a deceased person will be allowed one-half day funeral leave with pay, if the employee is scheduled to work during the half day on which the funeral takes place. No more than two such pallbearer allowances shall be granted in any calendar year. The Steward, or his representative, shall be allowed to attend the funeral with pay, in the event of a death of a member of the Association who is a member of the bargaining unit.

Upon return from a funeral leave, employee's shall be required to provide the name, relationship, and location of the individual for whom funeral leave was requested.

ARTICLE 37 - JURY DUTY

An employee who reports for jury duty will be paid his regular rate of pay for all hours spent at jury duty. Employees serving on jury duty will turn the check from the Court system over to the City and will not suffer a reduction in pay as the result of time spent at jury duty. An employee may be required to provide documentary proof of the actual number of hours that his presence was required by the Courts.

ARTICLE 38 - WORKERS' COMPENSATION (ON-THE-JOB INJURY)

The Employer shall pay for all work related injuries (workers' compensation costs) without charging an employee's sick leave for eight-hundred (800) working hours.

The Employer agrees that an employee being eligible for Workers' Compensation may use sick leave time sufficient to make up any difference between the amount which he would receive pursuant to the Workers' Compensation laws and his regular weekly income if the employee's disability continues past eight-hundred (800) working hours. At no time shall the employee receive more compensation than his regular rate of pay.

ARTICLE 39 - HEALTH/DENTAL/VISION COVERAGE

A. **Premiums.** The Employer agrees to pay the full premium for presently maintained health/dental/vision coverage for the employee and his eligible family members, but reserves the right to accept bids for substantially similar coverage from other carriers.

EFFECTIVE YEAR 2 (JULY 1, 2001)

In the event the cost of health insurance premium exceeds 8% from year one of the contract, the bargaining unit has the option of reducing the cost of health insurance coverage by a change in policy or insurance coverage. The bargaining unit shall also have the option, in this case, of an employee contribution on health insurance of \$10/\$15/\$20 (single, double, family) per pay period in lieu of a change in policy. A change in policy, if elected by the bargaining unit shall have the same financial savings to the employer as if the pay period contribution was made by the bargaining unit. The employer will institute a 125 cafeteria plan for each employee to participate in at their option. The union and employer makes no representation in this agreement regarding benefits under I.R.S. ruling.

EFFECTIVE YEAR 3 (JULY 1, 2002)

In the event the cost of health insurance premium exceeds 16% from year one of the contract, the bargaining unit has the option of reducing the cost of health insurance coverage by a change in policy or insurance coverage. The bargaining unit shall also have the option, in this case, of an employee contribution on health insurance of \$12.50/\$17.50/\$22.50 (single, double, family) per pay period in lieu of a change in policy. A change in policy, if elected by the bargaining unit shall have the same financial savings to the employer as if the pay period contribution was made by the bargaining unit. The employer will institute a 125 cafeteria plan for each employee to participate in at their option. The union and employer makes no representation in this agreement regarding benefits under I.R.S. rulings.

EFFECTIVE YEAR 4 (JULY 1, 2003)

In the event the cost of health insurance premium exceeds 24% from year one of the contract, the bargaining unit has the option of reducing the cost of health insurance coverage by a change in policy or insurance coverage. The bargaining unit shall also have the option, in this case, of an employee contribution on health insurance of \$15.00/\$20.00/\$25.00 (single, double, family) per pay period in lieu of a change in policy. A change in policy, if elected by the bargaining unit shall have the same financial savings to the employer as if the pay period contribution was made by the bargaining unit. The employer will institute a 125 cafeteria plan for each employee to participate in at their option. The union and employer makes no representation in this agreement regarding benefits under I.R.S. rulings.

B. The Employer agrees to pay the full premium for health/dental/vision coverage for the employee and his family during an employee's absence as the result of any leave of absence, injury, illness or while the employee is laid off for a maximum of a twelve-week period .

C. **Coverage.** Health/Dental/Vision coverage for employees will include the following riders and will commence on the first of the month following the date of hire:

Blue Cross/Blue Shield Community Blue Plan 1 for all employees with the following riders:
ASFP, Preferred RX. PD-CR \$10, MOPD-2, DENTAL PREFERRED, VISION A-80

D. **Coverage Upon Retirement.** The Employer shall pay a maximum of \$200.00 per month towards the cost of health insurance for an employee who goes on regular retirement and shall continue such payment until the retired employee reaches his 65th birthday. (This benefit applies to Unit 1).

The Employer shall pay a maximum of \$260.00 per month towards the cost of health insurance for an employee who goes on regular retirement and shall continue such payment until the retired employee reaches his 65th birthday. (This benefit applies to Unit 2).

The employer shall pay an additional \$50.00 per month towards the cost of health insurance for an employee who goes on regular retirement following the signing of this agreement. Such payment shall continue until the retired employee reaches his 65th birthday. The additional \$50.00 per month shall be considered a benefit for purposes of calculating the wage and fringe benefits during future contract negotiations.

E. **Insurance Incentive.** An Insurance incentive shall be paid to eligible employees in the amount of \$1,300.00 (minus State and Federal Taxes if required) through the payroll system in twenty-six (26) equal payments commencing the pay period including July 1. Employees shall provide proof of insurance coverage to the employer to justify the incentive payment. Employees who happen to be married to another City employee will receive \$650.00 per year. Said payments shall be made in accordance with the biweekly payroll or may be placed in a tax deferred annuity sponsored by the City and approved by the IRS.

ARTICLE 40 - LIFE INSURANCE

A. The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$25,000, while employed.

B. Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE 41 - PENSION

Act 345

All Sworn Officers of the Police Department will receive pension provisions in accordance with Act 345, P.A. 1937, last amended. The pension program will be administered by the Police-Fire Retirement Board.

The formula for the straight life pension will be 2.50% of 3 year average final compensation. The percentage variable after twenty-five (25) years of service is one and one-half (1 1/2%) percent. The Employer shall seek to obtain a plan qualification and letter of determination from the IRS in order to offer the Employer Pick-Up provision.

Notwithstanding any other provisions of this agreement, the parties specifically agree that any coordination of benefits provided by Act 345 to participants of this Employer under the pension program does not apply to any payments received or to be received under service connected duty disability pension provided by the same employer which plan is in existence and is administered by the local Police Fire Pension Board on the effective date of this agreement.

A Service connected duty disability entered into or renewed after the effective date of this agreement shall provide that the payments under that service connected duty disability, provided by the Agreement, shall not be subject to any coordination of benefits, including Worker' Compensation.

MERS

All clerical, dispatcher, and Meter/Parking Enforcement employees and future police support officer, will be covered under the Municipal Employees Retirement System (MERS) B-3 program with three (3) years averaging to determine "final average compensations".

The Employer will provide the Association with a copy of the pension provisions specified in the two plans above.

ARTICLE 42 - PAYCHECK DISTRIBUTION

A. **Early Checks.** Early checks are defined as a regular computerized payroll check released on the day before a payday. Employees requesting an early check must complete the appropriate form, have it signed by their department head, and present it to the Payroll Department two days prior to the date of pick up.

B. **Advance Checks.** If a regular pay day falls during an employee's vacation, he may receive that check in advance before going on vacation. Advance checks are defined as a manual payroll check for employees who are requesting vacation pay. Employees requesting an advance payroll check must complete the appropriate form and present it to his/her department head. The form must be received in the Payroll Department five (5) days prior to the day the employee is to receive the advance check.

C. **Direct Deposit.** It is encouraged that employees use the direct deposit option as an alternative.

ARTICLE 43 - GENERAL

A. **Firearms/Bullet Proof Vests.** The employee shall be able to purchase their own weapon that meets the standards of the Marquette City Police Firearms manual. The Employer will furnish shotguns and racks to be carried in the front seat of all patrol cars. The Employer agrees to purchase and replace bullet proof vests as needed.

B. **Travel Pay Policy.** The parties hereby agree to incorporate by reference the City of Marquette's current travel pay and reimbursement policy.

C. **Female Changing Room.** The Employer agrees to maintain a suitable changing room for female staff.

ARTICLE 44 - DISTRIBUTION OF AGREEMENT

The Association shall be responsible for retyping the agreement and providing a copy to the Employer for distribution to current employees. The Employer will be responsible for providing copies to all new employees.

ARTICLE 45 - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement

ARTICLE 46 - TERMINATION AND MODIFICATION

This Agreement shall be effective as of July 1, 2000 and shall continue in full force and effect until June 30, 2004.

A. If either party desires to amend and/or terminate this Agreement, it shall, 60 days prior to the above termination date, give written notification of same.

B. If neither party gives such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on 60 days written notice prior to the termination date.

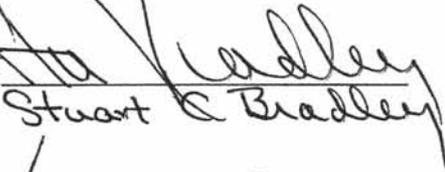
C. Any amendments that may be agreed upon shall become and be apart of this Agreement without modifying or changing any of the other terms of this Agreement.

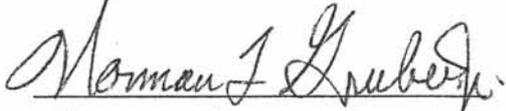
D. The Notice of Termination or Modification shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Association, to 314 US 141 North, Crystal Falls, MI 49920, and if to the Employer, addressed, c/o City Manager, 300 West Baraga Avenue, Marquette, Michigan 49855, or to any such address as the Association or the Employer may make available to each other.

DATED this 3rd day of July, 2001.

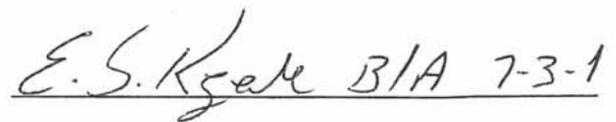
CITY OF MARQUETTE

BY


Stuart C. Bradley


Norman L. Gruber, Jr.

MARQUETTE PROFESSIONAL POLICE
ASSOCIATION,
WISCONSIN PROFESSIONAL POLICE
ASSOCIATION LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION


E.S. Kozak BIA 7-3-1


John P. Kozak 7-3-1

**POLICE DEPARTMENT
WAGE SCHEDULE
JANUARY 1, 2001 (3%)**

HOURLY RATE

<u>GROUP</u>	<u>ENTRY</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
Meter/Parking Enforcement	8.12	8.66	9.20	9.73	10.82
Police Support Officer	9.74	10.39	11.06	11.72	12.97
Clerical Dispatch	11.32	12.08	12.84	13.60	15.10
Patrol Officer	13.45	14.35	15.24	16.15	17.93
Police Office Supervisor	16.16				
Corporal	19.11				
Sergeant	20.18				
Lieutenant	21.79				

Entry	0 - 6 months
Step A	6 - 12 months
Step B	1 - 2 years
Step C	2 - 3 years
Step D	over 3 years

Effective upon signing the agreement, the employer agrees to pay a signing bonus equal to 2% of the employee's annual base wage which was in effect on December 8, 2000 as calculated on a 2080 hours annual compensation.

**POLICE DEPARTMENT
WAGE SCHEDULE
JULY 1, 2001 (4%)**

HOURLY RATE

<u>GROUP</u>	<u>ENTRY</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
Meter/Parking Enforcement	8.44	9.01	9.57	10.12	11.25
Police Support Officer	10.13	10.81	11.50	12.19	13.49
Clerical Dispatcher	11.77	12.56	13.35	14.14	15.70
Patrol Officer	13.99	14.92	15.85	16.80	18.65
Police Office Supervisor	16.81				
Corporal	19.87				
Sergeant	20.99				
Lieutenant	22.66				
Entry	0 - 6 months				
Step A	6 - 12 months				
Step B	1 - 2 years				
Step C	2 - 3 years				
Step D	over 3 years				

**POLICE DEPARTMENT
WAGE SCHEDULE
JULY 1, 2002 (3%)**

HOURLY RATE

<u>GROUP</u>	<u>ENTRY</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
Meter/Parking Enforcement	8.69	9.28	9.86	10.42	11.59
Police Support Officer	10.43	11.13	11.85	12.56	13.89
Clerical Dispatcher	12.12	12.94	13.75	14.56	16.17
Patrol Officer	14.41	15.37	16.33	17.30	19.21
Police Office Supervisor	17.31				
Corporal	20.47				
Sergeant	21.62				
Lieutenant	23.34				

Entry	0 - 6 months
Step A	6 - 12 months
Step B	1 - 2 years
Step C	2 - 3 years
Step D	over 3 years

**POLICE DEPARTMENT
WAGE SCHEDULE
JULY 1, 2003 (3%)**

HOURLY RATE

<u>GROUP</u>	<u>ENTRY</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>
Meter/Parking Enforcement	8.95	9.56	10.16	10.73	11.94
Police Support Officer	10.74	11.46	12.21	12.94	14.31
Clerical Dispatcher	12.48	13.33	14.16	15.00	16.66
Patrol Officer	14.84	15.83	16.82	17.82	19.79
Police Office Supervisor	17.83				
Corporal	21.08				
Sergeant	22.27				
Lieutenant	24.04				

Entry	0 - 6 months
Step A	6 - 12 months
Step B	1 - 2 years
Step C	2 - 3 years
Step D	over 3 years