

7098

12/31/94

AGREEMENT  
BETWEEN  
THE CITY OF NEGAUNEE  
AND  
LOCAL UNION #328, I.B.T.

*Negaunee, City of*

Effective: January 1, 1993  
Expires: December 31, 1994

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**ARTICLE I**  
**RECOGNITION, SECURITY AND UNION DEDUCTIONS**

**SECTION 1.** The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement.

**SECTION 1(A).** Pursuant to and in accordance with Act 379, of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

All employees of the Negaunee Police Department (Patrolman, Officers, Dispatchers, Clerks and Metermaids). Excluding the Chief of Police and Supervisors as defined by the Act.

**SECTION 2.** Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

**SECTION 3.** Union Dues and Check-Off: Employees covered by this Agreement will be subject to either a dues deduction or a representation fee deduction, such deduction to be presented to the City by the Union monthly. The amount so certified by the Union will be payroll deducted monthly and submitted to the Union. The Union agrees to hold the City harmless for any dispute which may arise regarding the amount of this deduction for dues or representation fee. All dues and/or representation fees shall commence on the thirtieth (30th) day following the beginning of employment with the City of Negaunee.

**SECTION 4.** The Employer agrees to deduct from the wages of any employee who is a member of the Union, or is paying the representation fee, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form provided by the Union and used by the Employer, provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period thirty (30) days immediately prior to the expiration of this contract.

**SECTION 5.** Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications 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 Union dues and/or initiation fees. Deductions shall become effective at the time the application and authorization is signed by the employee.

**SECTION 6.** If any provision of the Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

## **ARTICLE II** **MANAGEMENT RIGHTS**

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States; which are ordinarily vested in and are exercised by employers, except in the exercising of these rights, management will not infringe on the employee's rights under Act 379 of 1965. This recognizes the City's right to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, to determine the size of the work force reasonably required, to provide services to be rendered.

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

## **ARTICLE III** **UNION REPRESENTATION**

The Union agrees to furnish the City with a written list of the members of the Union Negotiating Committee and shall advise the City, in writing, of any changes on this Committee. If, during negotiations, any of the employee members of the Union Negotiating Committee shall be on duty, the City agrees to release at least one (1) such member of the Committee from duty for the purpose of conducting negotiations with the City, and such employee shall receive his normal regular wage while engaged in such negotiations.

## **ARTICLE IV** **STEWARDS AND ALTERNATE STEWARDS**

There shall be a steward and an alternate steward and the union shall notify management annually who those individuals are.

**ARTICLE V**  
**SPECIAL CONFERENCES**

Special Conferences for important matters will be arranged between the local president and the Employer or its designated representative upon the request of either party. Such meetings shall be between not more than two representatives of the Union and two representatives of management. 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 special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay, for time spent in such special conferences and no overtime will be paid for attending conferences. This meeting may be attended by a representative of the Union Council.

The Union Representative(s) may meet at a place on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

**ARTICLE VI**  
**GRIEVANCE AND ARBITRATION PROCEDURE**  
**(TIME OF ANSWERS)**

It is the intent of the parties that the grievance procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other condition of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union. The Employer shall receive signed and duplicate copies of all grievances. A Union Representative, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer. The Union Representative shall notify the Police Chief before leaving.

For the purpose of this Article, holidays, sick leave and vacation shall be excluded from all time limits for each of the parties.

**STEP 1.** Any employee having a grievance shall present it to the Employer as follows:

- A. If any employee feels he has a grievance, he shall discuss the grievance with the Police Chief with or without the Union Representative present as long as the Union Steward is notified of the meeting. The Union representative may be present at each step of the grievance procedure.

- B. The steward may discuss the grievance with the Chief of Police.
- C. The Chief of Police shall give his verbal answer to the grievant and the Union Representative within five (5) working days after the initial discussion.

**STEP 2.** If the answer is not satisfactory to the Union, it shall be presented, in writing, by the Union Representative and/or grievant to the Chief of Police within five (5) working days. The Chief of Police shall respond to the Union Representative and grievant, in writing, within five (5) working days of receipt of the grievance.

**STEP 3.** If the answer at Step 2 is not satisfactory, and the grievant or Union wishes to carry it further, the Union Representative and grievant shall present the grievance to the City Manager within five (5) working days for the purpose of attempting to resolve the grievance. A meeting between the parties involved will take place within five (5) working days of the City Manager's receipt of the grievance.

**Arbitration:** If the dispute(s) remains unsettled, and the Union wishes to carry the matter further, the Union shall file a request for arbitration with the M.E.R.C., requesting a list of three (3) arbitrators. The Union and Employer shall have ten (10) calendar days after receipt of said list to number the arbitrators 1 through 3. The arbitrator with the lowest aggregate score shall be selected for the grievance.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members and the employee or employees involved, and the Employer. The arbitrator shall make a judgement 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 expenses for the arbitrator shall be shared equally between the Employer and the Union.

A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability. Any grievance not answered within the time limits by the Employer shall be deemed on the basis of the Union's original demand.

Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

Time limits at any Step may be extended only by the mutual agreement of both parties, in writing.

**ARTICLE VII**  
**COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during the applicable period in question.

**ARTICLE VIII**  
**DISCHARGE AND DISCIPLINE**

**Notice of Discharge or Discipline:** The Employer agrees promptly, upon the discharge or discipline of an employee, to notify, in writing, the steward and the Union of the discharge or discipline.

The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the Police Department and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

**Appeal of Discharge or Discipline:** Should the discharged or disciplined employee consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the Grievance and Arbitration Procedure. (Regular scheduled working days - Monday through Friday, excluding holidays.)

**Use of Past Record:** In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously. (NOTE: The Employer is to remove from each employee's personnel file, all verbal warnings (which have been reduced to writing) incurred prior to (and through) December 31, 1988.)

**ARTICLE IX**  
**SENIORITY**

Seniority shall be on a departmental basis in accordance with the employee's last date of hire.

New employees hired in the unit shall be considered as probationary employees until they have met the qualifications



indicated in the contract and until the statutory educational and training requirements have been completed. It is also provided that this probationary period shall be for six (6) months. When an employee finishes the probationary period, by accumulating a minimum of six (6) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from that day six (6) months prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.

#### **ARTICLE X** **SENIORITY LISTS**

Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

The Employer will keep the seniority list up to date and will provide the Local Union and Steward with a seniority list annually.

#### **ARTICLE XI** **LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons only:

- 1) He quits.
- 2) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- 3) He is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send a registered letter to the employee at his last known address that he has lost his seniority, and his employment has been terminated.
- 4) If he does not return to work when recalled from layoff, as set forth in the Recall Procedure.
- 5) Return from sick leave and leaves of absence will be treated the same as 3) above.

**ARTICLE XII**  
**SHIFT PREFERENCE**

Shifts shall be on a regular rotation basis. Any changes shall be by mutual consent except for educational leave or because of the personnel loss due to death, retirement or severance. If the cause for a shift change is anticipated to exceed ninety (90) days, a permanent schedule will be mutually determined.

**ARTICLE XIII**  
**SUPPLEMENTAL AGREEMENTS**

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union.

**ARTICLE XIV**  
**LAYOFF DEFINED**

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

If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off on a unit-wide basis. Seniority employees will be laid off according to seniority as defined in Article IX.

Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar day's notice of layoff. The Local Union shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

**ARTICLE XV**  
**RECALL PROCEDURE**

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article IX. 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) days from date of mailing of notice of recall, he shall be considered a quit.

**ARTICLE XVI**  
**TRANSFERS**

**Transfer of Employees:** If an employee is transferred to a position under the Employer in the Police Department not included in the Union, and is thereafter transferred again to a position within the Union, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred

under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority and qualifications. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in the Police Department for at least seven (7) calendar days prior to filling such vacancy or newly created position. (Pursuant to this paragraph, Qualifications will count eighty-five percent (85%), (with the written examination to count for forty percent (40%) of the 85% and the oral examination to count for forty-five percent (45%) of the 85%). Seniority will count for fifteen percent (15%) and seniority points will be granted on the basis on one (1) point for each year of service up to the maximum of fifteen (15) points or percent. Selection shall be made from the top three candidates for the position.

#### **ARTICLE XVII** **PROMOTIONS**

Promotions within the bargaining unit shall be made on the basis of seniority and qualifications under the rule of three. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in the Police Department. Employees interested shall apply within the seven (7) calendar day posting period. An Officer with a minimum of three (3) years with the Negaunee Police Department will be eligible for promotion to the rank of Corporal, and an Officer with a minimum of five (5) years with the Negaunee Police Department will be eligible for promotion to the rank of Sergeant, including Detective-Sergeant, unless waived by the City. These promotions shall be filled (after posting) through the use of oral and written examinations and the Chief of Police shall select for promotions from the top three candidates.

Employees who are promoted shall be granted a four (4) week trial period. During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union, in writing, by the Employer with a copy to the employee. (The matter may then become a proper subject for the second step of the Grievance and Arbitration Procedure.)

During the trial period, employees will receive the rate of the job they are performing.

Employees required to work in a higher classification shall be paid the rate of the higher classification.

**ARTICLE XVIII**  
**VETERANS (REINSTATEMENT OF)**

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

**ARTICLE XIX**  
**EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS**

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 with the Police Department when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

**ARTICLE XX**  
**LEAVE OF ABSENCE**

**SECTION 1.** Leave of absence without pay for a period not to exceed six (6) months will be granted, in writing, without loss of seniority for:

- 1) Serving in an elected or appointed position, public or Union.
- 2) Maternity leave.
- 3) Illness leave (physical or mental).
- 4) Prolonged illness in immediate family.
- 5) Educational leave (limited to Police education).

Such leave may be extended for like cause.

**SECTION 2.** Employees shall accrue seniority while on leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

**SECTION 3.** A member of the Union elected to attend a function of the Union, such as conventions and/or educational conferences, shall be allowed time off without pay, to attend such conferences and/or conventions.

**SECTION 4.** It is hereby understood by both parties, that Article XX, "Leave of Absence" - Section 1, subsection 5) - "Educational Leave (limited to Police Education)" is intended to include "Educational Leaves" with the sole purpose to improve one's education in such a way as to improve his/her performance and

promotional opportunity as a Police Officer with the City of Negaunee. Said "Educational Leaves" shall be limited to one (1) officer at any one time.

**SECTION 5.** It is further understood that Article XX, Section 1, subsection 5) is not intended to include educational courses that directly involve job opportunities with other Police Departments or Police Agencies such as State Police Trooper Schools (preliminary Trooper training).

**ARTICLE XXI**  
**UNION BULLETIN BOARD**

The Employer will provide a bulletin board in the Police Department which may be used by the Union for posting notices of the following types:

- 1) Notices of recreational and social events.
- 2) Notices of the union elections.
- 3) Notices of results of the union elections.
- 4) Notices of union meetings.
- 5) No offensive material shall be posted.

**ARTICLE XXII**  
**RATES FOR NEW JOBS**

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation.

**ARTICLE XXIII**  
**SAFETY COMMITTEE**

A Safety Committee of employees and the Employer representatives is hereby established. This Committee will include the steward and the Police Chief.

**ARTICLE XXIV**  
**EQUALIZATION OF OVERTIME HOURS**

Reasonable attempts will be made to equalize the opportunity for overtime work with recognition of the limitation on the Employer in getting the necessary work completed.

The number of overtime hours, and the different shifts worked shall be divided as equally as possible among the personnel of the department. An up-to-date list showing overtime hours shall be maintained by the Employer, in a prominent place in the Police Department.

Any employee called in for overtime will be guaranteed at least two (2) hours pay, at the rate of time and one-half.

At the start of each new year, all hours shall revert to zero, as well as when a new full time employee has been hired.

**ARTICLE XXV**  
**WORKERS' COMPENSATION (ON-THE-JOB INJURY)**

Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that an employee being eligible for Workers' Compensation will receive, in addition to his Workers' Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workers' Compensation and his regular weekly income based on forty (40) hours, until the employee has exhausted his accrued sick leave in accord with Article XXVIII, Sick Leave from the start of Workers' Compensation. No employee shall receive Compensation from the City for holidays, vacation or bonuses while receiving Workers' Compensation benefits. The Employer will pay for hospitalization, surgical, dental, and life insurance for a period not to exceed one (1) year consistent with coverage at the time of on-the-job injury.

Vacation and sick leave shall cease to accrue after the 1st full month following employee leaving work on Workers' Compensation.

**ARTICLE XXVI**  
**APPENDIXES**

The following Appendixes and Letter of Understanding are incorporated and made a part of this Agreement:

Appendix A	- Pensions
Appendix B	- Classifications and Rates
Appendix C	- Uniforms or Uniform Allowance
Appendix D	- Longevity
Appendix E	- Safety Glasses
Appendix F	- Personal Leave Day
Appendix G	- Shift Differential
Appendix H	- Group Dental Insurance
Appendix I	- Cost of Living
Appendix J	- Court Time
Letter of Understanding	- Callout for Emergencies

**ARTICLE XXVII**  
**WORKING HOURS**

The work day shall consist of the following shifts:

First Shift: Midnight to 8:00 a.m., except normally scheduled twelve (12) hour shifts.

Second Shift: 8:00 a.m. to 4:00 p.m.

Third Shift: 4:00 p.m. to Midnight, except normally scheduled twelve (12) hour shifts.

The regular full working day shall consist of eight (8) consecutive hours per day.

The regular full working week shall consist of forty (40) hours.

A thirty (30) minute lunch period shall be included in the eight (8) hour day.

Employees may take a fifteen (15) minute "coffee break" in the a.m. and also a fifteen (15) minute "coffee break" in the p.m., or the first half and second half of their regular shift, whichever may apply.

Work schedules shall be posted a reasonable time in advance. Any alteration of work schedules shall be by mutual agreement except in emergency situations or for changes due to education leave or training or to a loss of personnel in the department due to death, retirement or severance. If the cause for a work schedule change is anticipated to exceed ninety (90) days, a permanent schedule will be mutually determined.

**ARTICLE XXVIII**  
**SICK LEAVE**

**Allowance** - Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay.

Employees shall be eligible to use sick leave after six (6) months service with the Employer.

Employees may use sick leave in the event a member of their immediate family is sick, not to exceed two (2) weeks, with a doctor's certificate.

**Accumulation** - Employees shall accrue one (1) day sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for ten

(10) or more work days. A certificate from a reputable physician may be required as evidence of illness before compensation for the illness is allowed, and shall be mandatory if the illness extends to three (3) or more working days, unless waived by management.

An employee may accumulate up to one hundred fifty (150) sick days.

Employees shall be credited with one (1) additional vacation day for each six (6) month period in which the employee has not taken a sick day.

Upon retirement, death or separation in good standing from the City service, the City employee, or his estate, shall be entitled to a cash settlement equal to fifty percent (50%) of the total accumulated sick leave with a five thousand dollar (\$5,000) limit.

Any employee who voluntarily resigns must present his resignation, in writing, to the City Manager at least two (2) weeks before his resignation takes place, excluding earned vacation time. Any employee failing to give such notice shall be considered as having resigned not in good standing.

Employees will be paid on the following basis if a compensable accident occurs: Compensation checks will be issued to the employee under the existing statute and according to Article XXV - Workers' Compensation. The difference between the compensation checks received and the employee's regular rate of pay will be prorated against accrued sick leave credit at the employee's option, at the conclusion of the twenty-sixth (26th) week. The difference between the employee's compensation and his full rate of pay will be paid by the City until his accrued sick leave is exhausted. Thereafter, the employee will receive such compensation as provided under the Workers' Compensation Act.

#### **ARTICLE XXIX** **FUNERAL LEAVE**

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Grandparents and Grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased departmental employee will be allowed one half (1/2) funeral leave day with pay, not to be deducted from sick leave. The Union Steward or his representative shall be allowed one half (1/2) funeral leave day in the event of a death of a member of the Union, who is a member of the Department, for the exclusive purpose of attending the funeral. An employee who takes bereavement leave, must attend the funeral.



**ARTICLE XXX**  
**TIME AND ONE-HALF**

Time and one-half will be paid as follows:

- A) For all hours over eight (8) in one day.
- B) For all hours worked on holidays that are defined in this Agreement in addition to holiday pay.
- C) All dispatchers who are hired as a full-time or part-time "dispatcher" shall have first claim to overtime work for any dispatching; regardless of shift; however, this paragraph/section shall not constitute a guarantee of overtime or extra hours beyond those normally scheduled.
- D) Double time will be paid for all hours worked on an unscheduled Sunday.
- E) The above shall not apply to the normally scheduled twelve (12) hour shift that employees work. In the case of the twelve (12) hour shift, overtime will be paid at time and one-half for those hours worked in excess of twelve (12) hours.

**ARTICLE XXXI**  
**HOLIDAY PROVISIONS**

Eligible employees shall receive one (1) day's pay for each of the holidays listed below on which they perform no work:

New Years Day	Labor Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Years Eve Day

Employees shall be eligible for holiday pay under the following conditions:

The employee must report for work on his regularly scheduled shift on the day preceding and the day following a declared holiday, unless he has failed to work because of serious sickness or death in the immediate family.

If an eligible employee is scheduled to work any such holiday but fails to report and perform his scheduled work, he shall become ineligible to be paid for the unworked holiday, unless he has failed to perform such work because of sickness or because of serious sickness or death in the immediate family, (Mother, Father, including In-Laws, Children, Brother, Sister, Husband, Wife and Grandparents). Failure to perform scheduled work on a holiday shall require a doctor's certificate before holiday pay is granted, unless waived by management.

A holiday is not to be considered as a vacation day. When a holiday is observed during an employee's vacation, he shall be entitled to one (1) additional day of vacation with pay.

Eligible employees who performed no work on a holiday shall be paid their current hourly rate of pay times the number of hours in their regular work day. If they work on such holidays, they shall receive one and one-half (1-1/2) times their regular straight time pay for all hours worked in addition to their holiday pay.

#### ARTICLE XXXII VACATIONS

Each full-time employee who has worked for the City for one (1) year or more shall be entitled to vacation with pay according to the following schedule:

After one (1) year through five (5) - two (2) weeks.

Beginning the sixth (6th) year, the employee will receive one (1) additional day per year.

Beginning the eleventh (11th) year, employees will receive one and one-half (1-1/2) days per year of service up to a maximum of twenty-five (25) days.

Vacations will, so far as practicable, be granted at times most desired by employees; but the final decision to allow or assign vacation periods and to change assignments will be reserved to the City Manager in order to insure the orderly operation of the City. If necessary, in arranging vacation dates, the principles of seniority shall govern in cases of conflict.

Vacation in any current calendar year (calendar year defined as January 1st through December 31st) shall be taken as earned during the previous year. In all cases when an anniversary date falls within the calendar year, that portion of the vacation earned shall be pro-rated and taken in the following year. If an employee is not permitted to take all of his earned vacation time before the expiration of the calendar year, he may carry over five (5) days to the next calendar year to be used in the 1st quarter of said year. In computing the compensation of an employee when on vacation, pay shall be based on a regular forty (40) hour week.

Application for vacation shall be upon proper forms, duly endorsed, submitted two (2) week's prior to the start of vacation for approval except in cases of emergency. Once approval is given for a vacation, it cannot be changed because of seniority.

An employee who is separated from the City shall be entitled to pay for any unused portion of his vacation allowance in the current year, to the date of his separation. If an employee was denied annual leave in the preceding fiscal year, through no fault of his own, he shall also be entitled to pay for any unused portion

of his vacation allowance for such preceding year, and of the current year, to the date of his separation.

Part-time employees to receive a pro-rated vacation benefit based on the number of hours worked.

#### **ARTICLE XXXIII** **VACATION PERIOD**

Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.

Vacations will be taken in periods of five (5) consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

A vacation may not be waived by an employee and extra pay received for work during that period.

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

#### **ARTICLE XXXIV** **PAY ADVANCE**

If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving if he desires to receive it in advance.

If an employee is laid off or retires, or severs his employment, he will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

**Rate During Vacation:** Employees will be paid their current rate based on their regular scheduled days while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE XXXV**  
**HOSPITALIZATION MEDICAL COVERAGE**

The Employer will pay the full premium for P.P.O. hospitalization and surgical coverage insurance, including the M.L. Rider for the employee and his family. The coverage shall be applied to all full-time employees.

The Employer shall provide a Prescription Drug Rider (at \$2.00 co-pay) for the employee and his family.

The Employer shall also provide a "Vision" Rider for the employee and his family to the current coverage.

The Employer reserves the right to accept bids for the same or better coverage from other insurance carriers and the employees agree "to enroll in a self-insured health, dental and vision care program, providing the same or better benefit plan with cost containment provisions, should the Employer institute such self-insurance program".

The Employer agrees to pay the full cost of the health insurance program for any employees who retire, up to the age of 65 when such employee becomes eligible for medicare.

**ARTICLE XXXVI**  
**LIFE INSURANCE COVERAGE**

The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of twenty thousand dollars (\$20,000) while employed, and reduced to five thousand dollars (\$5,000) upon retirement.

**ARTICLE XXXVII**  
**SCHOOLING**

Whenever an officer is required by the City to attend any type of schooling, such time shall be treated as hours worked.

Pursuant to the above, if in addition to normal duty hours, the employee shall be paid at overtime rates, one and one-half (1-1/2) with a minimum of two (2) hours pay.

**ARTICLE XXXVIII**  
**EQUIPMENT**

**Vehicle** - If a vehicle should be determined by a shift supervisor to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared, by a mechanic, as fit for the road.

The City shall allow the use of a copying machine, for Union business, provided that the copies are made during normal City Hall hours and paid for by the Union at the regular City rate.

Whenever an officer has to use his own personal vehicle for police business (Court, Prosecutor's Office, School) the City shall reimburse said officer at the rate established for City employees.

**ARTICLE XXXIX**  
**COMPUTATION OF BENEFITS**

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

**ARTICLE XL**  
**TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until December 31, 1994.

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

If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days' written notice prior to the current year's termination date.

If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) day's written notice of termination.

This Agreement shall be binding upon the Employer's successors, assigns, purchaser, lessees or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law, and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated Employer.

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

City of Negaunee

Local Union #328, I.B.T.

BY *Ken Huber*

BY *Gary LaBlanc*

*City Manager*

*Secretary-Treasurer*

Date *5-20-93*

Date *5-19-93*

**APPENDIX A**  
**PENSIONS**

All employees of the Police Department will receive pension provisions in accordance with Act 345 P.A. of 1937 as amended. The pension program shall be administered by the Police Retirement Board.

Effective January 1, 1987, all employees who retire shall have the "multiplier" increased from 2.0% to 2.2% for the first (1st) twenty-five (25) years of service. Effective December 31, 1992, all employees, who retire after December 31, 1991, shall have the "Multiplier" increased from 2.2% to 2.3% for the first (1st) twenty-five (25) years of service.

Effective January 1, 1989, employees shall be allowed to purchase up to four (4) years of their military service time, which shall then be added to their years of service for pension purposes.

The Police Department Clerk shall be provided with MERS retirement retroactive to September 1, 1988.

**APPENDIX B**  
**CLASSIFICATIONS AND RATES**

<u>CLASSIFICATION:</u>	<u>Hourly Rates Effective</u>			
	<u>1-1-93*</u>	<u>7-1-93</u>	<u>1-1-94</u>	<u>7-1-94</u>
Patrolman (Top)	\$12.66	\$12.91	\$13.16	\$13.43
Corporal	\$12.95	\$13.21	\$13.46	\$13.73
Sergeant	\$13.93	\$14.21	\$14.46	\$14.75
Detective/Sergeant	\$14.10	\$14.38	\$14.63	\$14.92
Full-time Clerk	**\$ 7.50	\$ 7.50	\$ 7.75	\$ 7.91

\*Retroactive to.

\*\*Full-time Clerk effective April 1, 1993.

The rates for new employees (for Patrolman) shall be:

Starting Rate	-	75% of Top Patrolman
7 - 12 months	-	80% of Top Patrolman
1 - 2 years	-	85% of Top Patrolman
2 - 3 years	-	90% of Top Patrolman
Over 3 years	-	100% of Top Patrolman

**IMPORTANT NOTE:**

- (a) The above hourly wage rates DO NOT reflect Cost-of-Living increases.
- (b) Employees may receive a \$150 wage increase in lieu of health insurance at employee's option.

**APPENDIX C**  
**UNIFORMS**

The City agrees to furnish the full uniform, with the exception of shoes, and to perform necessary repairs.

The City shall pay for the cleaning of uniforms for each Officer, up to a maximum of one hundred twenty (120) complete uniforms (shirt, pants, tie) per year. Additionally, the City shall pay for the cleaning of Officers' uniform jackets a maximum of six (6) times each year.

Detective/Sergeant shall be allowed a clothing allowance of \$400.00 per year.

One pair of gloves shall be purchased by the City for each officer.

**APPENDIX D**  
**LONGEVITY**

A separate longevity paycheck will be issued along with the first payroll check in December of each year, based on years of service, and will be determined using such employee's anniversary starting date of uninterrupted full-time employment and according to the amounts listed below:

- A. After five (5) years of service, one hundred dollars (\$100.00). Employees will receive an additional ten dollars (\$10.00) per year of service thereafter, up to a maximum of three hundred dollars (\$300.00).
- B. Employees honorably separating from the service of the City prior to December of a given year will be paid a pro-rata share of the longevity due to them for that year.

**APPENDIX E**  
**SAFETY GLASSES**

Free safety glasses will be provided for each employee, but will not exceed one (1) pair per year for the term of this Agreement.

**APPENDIX F**  
**PERSONAL LEAVE**

Employees shall be entitled to five (5) personal leave days per year. Personal leave day(s) shall be granted at the request of the employee with 48 hours advance notice requested, and 24 hours notice mandatory, to take personal leave. No two employees may take personal leave days on the same shift or while another employee is on vacation on the same shift. Employees may use personal leave days in less than five (5) day blocks.

**APPENDIX G**  
**SHIFT DIFFERENTIAL**

Effective January 1, 1987, there shall be a shift differential of twenty (20) cents and thirty (30) cents for afternoon and midnight shift(s).

Effective 1/1/90, the first (Midnight) shift premium shall increase to thirty-five (35) cents per hour and the third (3rd) shift (4:00 p.m. to Midnight) shift premium shall be increased to twenty-five (25) cents per hour.



**APPENDIX H**  
**GROUP DENTAL INSURANCE**

The City shall pay the full cost of Dental Insurance for all full-time employees and their families. The Employer reserves the right to accept bids for the same or better coverage from other insurance carriers.

<u>BENEFITS FOR EMPLOYEES AND DEPENDENTS</u>	<u>AMOUNT</u>
Maximum Annual Benefit per Calendar Year	\$1,000.00
Primary Services Lifetime Deductible	none
Major Services Annual Deductible (Deductible is per Calendar Year)	\$25.00
Major Services Maximum Annual Family Deductible (Deductible is per Calendar Year)	\$50.00

Participation After Deductible

Primary Services	<u>BY INSURED PERSON</u>	<u>BY EMPLOYERS INSURANCE</u>
Employees Insured in 1977 Calendar Year	10%	90%
Employees Insured in 1978 Calendar Year	20%	80%
Employees Insured in 1979 Calendar Year	30%	70%

Benefits paid by Employers Insurance will increase 10% each year to a maximum of one hundred percent (100%) assuming insured sees dentist annually and has necessary work performed.

Major Service	50%	50%
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BENEFITS FOR DEPENDENT CHILDREN ONLY

Maximum Orthodontic Benefit		\$750.00
Orthodontic Lifetime Deductible		\$ 50.00
	<u>BY INSURED PERSON</u>	<u>BY EMPLOYERS INSURANCE</u>
Orthodontic Participation After Deductible	50%	50%

Dependent children covered from birth to nineteen (19) years; Students to age twenty-five (25), except for Orthodontia coverage which does not extend past the age of nineteen (19).

**APPENDIX I**  
**COST OF LIVING**

(Effective July 1, 1989)

Cost of Living Adjustment shall be made using the July, 1989 release of the United States Department of Labor, Bureau of Labor Statistics, Consumers Price Index (All Items reported) based on 1967 = 100.

- A. Cost of Living Adjustments shall be made on the basis of changes in the Index; quarterly on the first pay period following the release of the Cost of Living Index in April, July, October and January during the life of this Agreement.
- B. For each 0.3 Index difference, each hourly employee shall receive an increase or decrease of one (1) cent per hour or whichever is applicable for subsequent payroll periods.
- C. In no event will the decline of Labor Statistics Consumer Price Index go below that of July, 1978. Said release shall not provide a basis for reduction in the base hourly rates in effect under this Agreement.
- D. In no event will more than eight (8) cents be paid for any quarter.
- E. In the event that the CPI exceeds the quarterly maximum provided for in this Article, that excess shall be carried over into the next yearly quarter for the purpose of computing COLA in that quarter. This carryover will be for each calendar year, but shall not be carried over from one year to the next.

DURING THE TERM OF THIS AGREEMENT, THE ABOVE SHALL BE "FROZEN" AND NO PAYMENT MADE.

**APPENDIX J**  
**COURT TIME**

An employee who is required to appear in court for a misdemeanor or felony trial shall receive a minimum of two (2) hours pay at time and one-half (1-1/2X) for each appearance.

An employee who is required to appear for a civil infraction or administrative hearing when off duty, shall receive a minimum of one (1) hour's pay at time and one-half (1-1/2X) for each appearance.

LETTER OF UNDERSTANDING

This letter of agreement between the City of Negaunee, Michigan and the Teamsters Local No. 328, representing the Negaunee Police Department concerns the callout of Negaunee Police Officers in an emergency situation.

When the Negaunee Police Department is scheduled to have two officers on duty and one of the officers does not report for work, a second officer may be called out to replace the non-reporting officer, if in the opinion of the Police Chief, more than one (1) officer is required on duty.

City of Negaunee

Local Union #328, I.B.T.

BY

*Ken Huber*

BY

*Gary L. Blood*

*City Manager*

*Secretary-Treasurer*

Date

5-20-93

Date

5-19-93