

1099

12/31/94

AGREEMENT
BETWEEN
TEAMSTERS LOCAL NO. 328
AND
CITY OF NEGAUNEE
(SUPERVISORY & NON-SUPERVISORY)

Negaunee, City of

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

PREAMBLE

This Agreement is entered into by the CITY OF NEGAUNEE, hereinafter referred to as the "Employer," and TEAMSTERS UNION LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union" for the purpose and promotion of harmonious relations between the City and themselves, the establishment of an equitable and peaceful procedure for the establishment of rates of pay, hours of work and other conditions of employment.

Agreements reached between the parties of this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

To provide additional incentive and reward for outstanding service, the City Manager may award, at any appropriate interval, an increase in addition to that scheduled in the current compensation plan.

RECOGNITION

Pursuant to and in accordance with Act 379 of the Public Acts of 1965, as amended, the City 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 of all full-time employees as shown below:

Unit I: All Supervisory employees, including Librarian, Water/Wastewater Superintendent, Police Chief/Detective, and Director of Public Works.

Unit II: All Non-supervisory employees, including the Treasurer, Assessor, Assistant Librarian, Accountant, Computer Operator/Secretary and Administrative Secretary.

ARTICLE 1 MANAGEMENT RIGHTS

SECTION 1. 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. Further, all rights which ordinarily vest in and are exercised by employees, such as are specifically relinquished herein, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right:

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools and equipment to be used; and the discontinuance of any services, materials, or methods of operation;
- (b) To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased;
- (c) To determine the size of the work force and increase or decrease its size;
- (d) To direct the work force, assign work, determine the number of employees assigned to operations;
- (e) To select employees for promotion or transfer to supervisory or other positions outside the bargaining unit.
- (f) To determine the qualifications, competency, and ability of employees to perform available work.

ARTICLE 2
UNION SECURITY

SECTION 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

SECTION 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement and such condition shall be required for the duration of this Agreement.

SECTION 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

SECTION 4. Failure to comply with the provisions of this Article shall be cause for the discharge of the employee.

SECTION 5. No employee shall be terminated under this Article, except as provided below:

1. The Union has first notified the Employer, in writing, that the employee has elected not to join the Union.
2. Within ten (10) working days from the date the Union notifies the Employer that the employee has elected not to join the Union, the Employer shall:
 - A. Notify the employee of the provisions of this Agreement;
 - B. Obtain the employee's response; and
 - C. Notify the Union of the employee's response.
3. In the event the employee has neither joined the Union or signed the "Authorization for Deduction of Service Charge" form after the above, the Union will proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, registered mail, return receipt requested.
4. Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
5. The employee shall then be terminated unless the employee can produce evidence of compliance.

SECTION 6. In order that each employee may be made familiar with the Union Security and other provisions of this Agreement and his rights and responsibilities thereunder, the Employer will allow the Union to meet with new employees for at least thirty (30) minutes at the time of hiring.

ARTICLE 3
DUES CHECK-OFF

SECTION 1. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, 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 and may be revoked only by written notice given upon termination, severance or retirement of an employee. The termination must be given both to the Employer and the Union.

SECTION 2. Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and bylaws 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.

SECTION 3. The Employer agrees to provide this service without charge to the Union.

ARTICLE 4
REPRESENTATION FEE CHECK-OFF

SECTION 1. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Representation Fee, as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this Contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this Contract or upon termination, severance, or retirement of an employee. The termination notice must be given both to the Employer and to the Union.

ARTICLE 5
REMITTANCE OF DUES AND FEES

SECTION 1. When deductions begin: Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the last pay period of the month and each month thereafter.

SECTION 2. Remittance of dues to Financial Officer. Employees shall, in writing, direct the City to deduct each month from their wages, or salary, the amount of their dues to the Union as certified by the Treasurer of the Union. The City agrees to comply with such written authority to transmit such sums to the Union.

ARTICLE 6
REPRESENTATION

SECTION 1. The unit may be represented by one (1) Chief Steward and one (1) Steward to be elected and assigned at the discretion of the Union.

SECTION 2. When requested by an employee, a Steward may investigate any alleged or actual grievance in his assigned work

area and assist in its presentation. He shall be allowed reasonable time, therefore, during working hours without loss of time or pay, upon notification and approval of his immediate supervisor outside the bargaining unit.

ARTICLE 7
GRIEVANCE PROCEDURE

SECTION 1. It is the intent of the parties to this Agreement 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 conditions 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 or Union's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union or the employee. The Employer shall receive signed and duplicate copies of all grievances. For the purpose of this Article, all absences, provided by the terms of this Agreement or by management, shall be excluded from all time limits.

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

- (a) If an employee feels he has a grievance, he shall place it in writing and discuss the grievance with the City Manager with the Steward present, as soon as may be practicable. All discussions at this level shall be documented as to time, place and topic and shall be signed by both parties.
- (b) The City Manager shall give his answer to the employee and the employee's Steward within five (5) working days of receipt of the grievance.

STEP 2.

- (a) If the dispute remains unsettled and the Union wishes to take the matter further, the Union, within thirty (30) days, shall file for mediation with the Michigan Employment Relations Commission.
- (b) If the dispute(s) remain unsettled and the Union wishes to carry the matter further, the Union shall file a Demand for Arbitration in accordance with the Federal Mediation and Conciliation Service Rules and Regulations.
- (c) The arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service Rules and Regulations.

- (d) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, 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.
- (e) 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.
- (f) All records of a disciplinary nature, which would have a bearing on an employee's continued employability will be entered into the appropriate file kept by the Employer for that and other purposes. The employee will receive a copy of any disciplinary action taken against him and shall be the only records allowed to be introduced at any subsequent arbitration hearing.
- (g) Any grievance not answered within the time limits by the Employer, shall be deemed settled on the basis of the Union's original demand.
- (h) Any grievance not appealed by the Union within the time limits, shall be deemed settled on the basis of the Employer's last answer.

ARTICLE 8
HOLIDAYS

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	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Years Eve

If the scheduled holiday falls on Saturday, Friday not Saturday, shall be declared a holiday. If a scheduled holiday falls on Sunday, Monday not Sunday, shall be declared a holiday.

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

ARTICLE 9
REGULAR AND PROBATIONARY EMPLOYEES

A full-time employee shall be one who has worked a minimum of six (6) months.

A probationary employee is one who has worked less than six (6) months. During the period of probationary employment, employees may be laid off or discharged as exclusively determined by the Employer. A probationary employee who has broken service by his own actions, shall forfeit his time worked for full-time status.

ARTICLE 10
SICK LEAVE

SECTION 1. 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 for sick leave after one (1) month employment 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 per calendar year, with a doctor's certificate unless waived by the City Manager.

SECTION 2. - ACCUMULATION: Employees shall be allowed one (1) day's 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 doctor 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 an unlimited amount of sick days and then take that amount for actual sick leave in a long-term illness. Upon request, any employee may receive a statement showing the status of his/her sick leave accumulation.

Upon retirement, death or separation in good standing after six (6) months of City service, the City employee, or his/her

estate, shall be entitled to a cash settlement equal to fifty percent (50%) of his total accumulated sick leave.

For all employees hired into the bargaining unit after January 1, 1982, the City will pay for one-half (1/2) of unused Sick Leave accrued upon retirement, not to exceed sixty (60) days pay.

ARTICLE 11 LEAVES OF ABSENCE

SECTION 1. - Leaves of Absence Without Pay

Written leaves of absence without pay for reasons other than illness or accident, may be granted for a period not to exceed six (6) months. Leaves of absence without pay for prolonged illness or accident may be granted by application to the City Manager, who shall examine conditions surrounding said application and determine the length of leave. Upon the expiration of the leave, the employee shall be reinstated to the position held before the leave was granted.

Failure of the employee to report promptly at the expiration of the leave (within three (3) days) shall be cause for dismissal. Such leave shall be granted only when it will not result in undue prejudice to the interest of the City as an employer. Applications for leaves of absence for travel or study, calculated to equip the employee to render more effective service to the City, may be deemed to involve such compensating benefits to be measured against the loss or prejudice on the interest of the City in keeping open the position or filling it temporarily until the return of the employee. Any full-time regular employee who is drafted into the Armed Forces of the United States for military service shall be granted a leave of absence without pay for the duration of such time required for such purpose, and for a period of ninety (90) calendar days following the period of actual service. Upon the termination of such service, or at any time during the ninety (90) day period provided, following such service, the employee shall not suffer any loss of rating or demotion of any kind whatsoever. Vacancies resulting from leaves of absence shall be filled only on a temporary basis.

Any employee who is a member of the Reserve Forces of the United States or of this State, shall be granted a leave of absence during training periods. Employees shall be paid the difference between any compensation received for annual training period and their regular work wages for each day of this period.

SECTION 2. - Funeral Leave

In case of death in the immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed three (3) working days to attend the funeral. Immediate family is defined as wife, husband, children, brother, sister, father, mother, mothers and fathers-in-law, grandparents, brothers and sisters-in-law, stepchildren, son-in-law, daughter-in-law, or other relatives living in the same household.

Employees will be allowed one half (1/2) day off with pay to act as pallbearer.

SECTION 3. - Jury Duty

Employees shall be granted a leave of absence any time they are required to report for jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty.

ARTICLE 12
VACATIONS

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

One (1) year through five (5) years -- Ten (10) days
Six (6) years through ten (10) years -- Fifteen (15) days
Beginning with the eleventh (11th) year, one and one-half (1-1/2) days per year to a maximum of twenty five (25) days.

Vacations will, so far as practicable, be granted at times most desired by employees; but final decision to allow or assign vacation period 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, employees shall bid for vacation prior to April 1st of each calendar year and the principles of seniority shall govern in cases of conflict. After April 1st of each year, vacations will be authorized on a first come, first serve basis without regard to seniority. Except as provided for above, employees shall provide their supervisor with at least five working days advance notice when requesting vacation leave.

Vacation in any current calendar year (January 1 through December 31) shall be taken as earned during the previous year. If an employee is not permitted to take all of his earned vacation time before the expiration of the calendar year, he shall be entitled to take any such unused vacation time during the first six (6) months of the following year. In computing the compensation of an employee when on vacation, pay shall be based on the regular salary earnings during the two (2) preceding full pay periods. Application for vacation shall be upon approved form duly endorsed prior to the start of vacation, except in cases of emergency.

Any 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 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.

Four (4) Personal Leave Days shall be granted at the employee's request, when approved by the Department Head or City Manager. Personal Leave Days must be taken at a time that will permit the department concerned to continue functioning on a regular basis. During emergencies, employees may be asked to take Personal Leave Days at a more suitable time. Personal leave days are to be prorated quarterly during the first and last calendar years of employment. 48 hour advance notice shall be required prior to employee taking personal leave. (Notice may be waived by management.)

If no sick leave is used during the year, two (2) extra days' vacation is granted.

ARTICLE 13
"RESERVED"

ARTICLE 14
WAGES

The salaries and wages of employees shall be paid on a Friday, bi-weekly basis, except under conditions over which the City has no control. In the event this day is a holiday, the preceding day shall be payday. Wage schedules will be as defined in Schedule "A" attached.

ARTICLE 15
OVERTIME

SECTION 1. - Rate of Pay

The following overtime schedule will be put in effect for all clerical personnel:

Time and one-half (1-1/2X) the employee's regular rate of pay, or compensatory time off as defined below, is to be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

All work performed in excess of eight (8) hours in any work day.

All work performed in excess of forty (40) hours in any work week.

Upon mutual agreement between Employer and employee, compensatory time off may be taken. The overtime rate of pay shall equal compensatory time off for each hour of overtime work. Compensatory overtime for Supervisors shall be at a rate of time and one-half (1-1/2X).

For the purpose of computing overtime, all holiday and vacation hours shall be regarded as hours worked.

ARTICLE 16
LONGEVITY PAY

SECTION 1.

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

Commencing on 1/1/93:

After five (5) years -----\$125.00 plus
\$10.00 per year thereafter to a maximum of -----\$325.00

Employees honorably separating from the service to the City prior to December of a given year will be paid a pro rata share of the longevity due them for that year.

ARTICLE 17
HEALTH AND WELFARE

The Employer will pay the full premium for P.P.O. hospitalization, surgical with M.L. Rider, as well as Dental Insurance for the employee and family as provided by the Employer, but reserves the right to accept bids for equal or better coverage from other insurance companies.

The Union agrees to accept the same health insurance coverage as the AFSCME Union and on the same cost basis.

Upon retirement, the Employer agrees to pay the premium for this insurance for the retired employee.

The Employer agrees to pay the premium for Medicare and Medicaid Supplement for all employees retiring at the age of 65.

The Employer will pay for one pair of prescription glasses for the employee each year of the contract. The Employer shall pay up to \$50.00 to cover the cost of eye examinations of an employee or a legal dependent every second year.

The Employer agrees to pay the full premium for the employee and his family for a Prescription Drug Plan (with \$2.00 deductible).

The Employer agrees to pay the premium for full term life insurance for each full-time employee in the amount of insurance equal to employee's salary while employed and an amount of \$3,000 upon retirement.

ARTICLE 18
RETIREMENT AND RESIGNATIONS

The City will continue in effect the provisions of Public Act 135 of the Michigan Municipal Employees' Retirement System Plan as described herein:

The City will pay the full cost of F-55(25), C-1; and effective 12/31/92, will provide C2-B1 with FAC-3. (See Schedule "B" for Police Chief Retirement.) Effective 1/1/94 the B-2 with FAC-3 MERS retirement option will apply to all unit employees who retire after January 1, 1994.

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.

ARTICLE 19
DISCIPLINE AND DISCHARGE

SECTION 1. Disciplinary action or measures shall include the following in order:

1. Oral reprimand.
2. Written reprimand.
3. Suspension.
4. Discharge.

If the Employer has reason to reprimand an employee, it shall be done, if possible, in a manner that will not embarrass the employee before others.

If an offense is of the nature to endanger other employees, the public, and/or property, either public or private, the employee may be sent home.

The Employer shall not discharge an employee without just cause. If the employee's conduct justifies suspension or discharge, he shall be first suspended for no more than five (5) working days. Within said five (5) working days, the Employer shall determine as to whether such initial suspension shall be extended or converted into a discharge. During this period of initial suspension, or within five (5) days after such suspension is extended or converted into discharge, if such occurs, employee may, if he believes that he has been unjustly dealt with, request a hearing and a statement of the offense before the City Manager.

If the suspension or discharge is revoked, the employee shall be returned to employment and receive full compensation at his regular rate for the time lost, unless it was stipulated by the Manager that such employee will be disciplined without pay as a condition of such revocation.

ARTICLE 20
WORKERS' COMPENSATION

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. The difference between the compensation checks received and the employee's regular rate of pay will be prorated against accrued sick leave credit. The difference between 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.

The Employer shall pay the insurance premiums for regular employees during their absence from work due to a work related injury for a period not to exceed 18 months. Vacation and sick leave shall cease to accrue after the first full month following employee leaving work on workers compensation. Employee shall resume the accrual of vacation and sick leave upon employee's return to work.

ARTICLE 21
LAYOFFS OR CONSOLIDATION/ELIMINATION OF JOBS

In the event of a layoff, the employee will be given two weeks' notice. If after the first twelve months of employment an employee's contract is not renewed or employee is laid off due to lack of work or lack of funds, the Employer will maintain all Health and Welfare benefits shown in Article 17 for a period of six (6) months or until the employee finds employment, whichever comes first.

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference with the City Manager.

ARTICLE 22
RATES FOR NEW JOBS

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, the rate of pay shall be subject to negotiations.

ARTICLE 23
TRANSFERS

An employee transferring from one position to a higher classification, within the bargaining unit, shall not receive a reduction in pay.

ARTICLE 24
COST OF LIVING ALLOWANCE

A Cost of Living Allowance shall be determined using the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average (All Items), published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) and referred to herein as the "Index".

A Cost of Living wage increase shall be made on the basis of monthly increases to the Index.

Each monthly percent increase in the Index shall be applied to all salary classifications following the review and determination of the increase. All payments shall be retroactive for each month and become a part of the base salary.

Cost of Living Allowance shall not exceed seven (7) percent each year.

During the term of this Contract, the Cost of Living Article shall be frozen and inoperative.


ARTICLE 25
DURATION OF AGREEMENT

This Agreement, as well as Schedule "A" and Schedule "B" attached, shall become effective January 1, 1993 and shall continue in force and effect until December 31, 1994.

City of Negaunee

Teamsters Local Union No. 328

BY 

BY 

City Manager



Date 4-27-93

Date 4-23-93

BY 

Union Steward

Date 4-27-93

SCHEDULE "A"

	<u>1-1-93</u>	<u>7-1-93</u>	<u>1-1-94</u>	<u>7-1-94</u>
Supt. of Water/Wastewater	\$32,962.00	\$33,621.24	\$34,141.24	\$34,824.06
City Assessor	\$30,346.00	\$30,952.92	\$31,472.92	\$32,102.38
City Treasurer	\$25,281.00	\$25,786.62	\$26,306.62	\$26,832.75
City Accountant	\$30,177.00	\$30,780.54	\$31,300.54	\$31,926.55
Librarian	\$25,281.00	\$25,786.62	\$26,306.62	\$26,832.75
Asst. Librarian	\$20,779.00	\$21,194.58	\$21,714.58	\$22,148.87
Comp. Oper./Secretary	\$23,030.00	\$23,490.60	\$24,010.60	\$24,490.81
Administrative Secretary	\$23,030.00	\$23,490.60	\$24,010.60	\$24,490.81
Public Works Director	\$41,038.00	\$41,858.76	\$42,378.76	\$43,226.34
Police Chief/Detective*	\$37,142.00	\$37,142.00	\$37,142.00	\$37,142.00

Minimum starting wage for new employees hired for positions in the bargaining unit shall be no less than 80% of the maximum rate for each position, but may be at a higher percentage rate depending on experience and qualifications, as determined by the City Manager.

Annual increases of 5% shall be made on the date of hire for the position, until the new employee attains the 100% rate for their position.

Negotiated wage increases shall be in addition to step increases when applicable and shall be applied to both the maximum rate and the current rate of pay for the position.

*In lieu of an increase in employee's base wage, the Police Chief/Detective shall be provided with a \$250/month automobile allowance effective January 1, 1993. Wage adjustments shall resume on 1/1/95. If auto allowance is eliminated, employee's annual base salary shall be increased by \$2,572.

SCHEDULE "B"

- A. The Chief of Police/Detective will be covered for purposes of pension, by P.A. 345, as defined in the collective bargaining contract for the Negaunee Police Department.
- B. The clothing allowance for the Chief of Police/Detective will be \$350 per year.

- C. The Police Chief/Detective will be subject to the insurance provisions of the Police Department collective bargaining agreement.
- D. Employees may receive a \$150 wage increase in lieu of health insurance at employee's option as per City policy.

MEMORANDUM OF UNDERSTANDING
DATED December 8, 1993

Subject: Agreement between Teamsters Local 328 and the City of Negaunee


WHEREAS, representatives of Teamsters Local 328 have met with the Negaunee City Manager to discuss the hiring of a part-time, temporary Library Assistant in the municipal library; and

WHEREAS, this position would provide assistance in the operation of the library on Saturdays and when full-time employees of the library are on vacation, personal leave, sick leave, or unavailable for work.

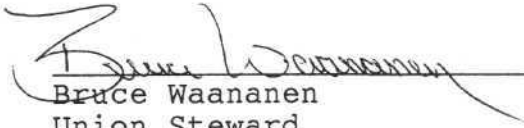
NOW THEREFORE BE IT UNDERSTOOD that the City of Negaunee will hire temporary employees to work in the municipal library for the purposes referenced herein at the agreed upon salary rate of \$6.00 per hour without benefits commencing January 8, 1994. The salary for this position may be adjusted annually upon the mutual consent of both management and union consistent with Article 22 of the contract.

City of Negaunee

Teamsters Local 328



Ken Huber
City Manager



Bruce Waananen
Union Steward