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6/30/94

A G R E E M E N T

Between

THE CITY COMMISSION
OF MARQUETTE, MICHIGAN
(POLICE DEPARTMENT)

AND

TEAMSTERS UNION LOCAL NO. 328

Effective Date: July 1, 1992

Expiration Date: June 30, 1994

June 24, 1992

Marquette, City of

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AGREEMENT

THIS AGREEMENT made and entered into on this first (1st) day of July, 1992, between the Marquette City Commission (Police Department), 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", in its capacity as certified representative of those employees identified in Article 1 of this Agreement.

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 Union.

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 Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

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. RECOGNITION

Collective Bargaining Unit - The Employer hereby agrees to recognize the Union 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.

UNIT I: All full-time and part-time employees of the Marquette Police Department, excluding confidential employees and supervisors as defined by the Commission (see "Schedule A").

UNIT II: All full-time and part-time supervisory employees of the Marquette Police Department, excluding confidential employees and managerial employees (see "Schedule "A").

ARTICLE 2. DEFINITION

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 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.

ARTICLE 3. - The Union acknowledges that its recognition by the Employer is limited to the exclusive representation of the employees employed in the collective bargaining unit for purposes of collective bargaining, with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement.

ARTICLE 4. AGENCY SHOP

All employees in the bargaining unit who are subject to this Agreement shall, as a condition of employment, pay to the Union an amount of money equal to that uniformly paid by employees in the bargaining unit who are members of the Union, which shall be limited to the amount of money equal to the Union'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.

ARTICLE 5. - The Employer agrees to deduct from the second pay period of each employee 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.

ARTICLE 6. - The Employer will not be responsible for a refund to an employee if a duplicate deduction has been made and remitted to the Union, in which event the Union 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 Union dues.

ARTICLE 7. - Dues deduction will only be made in a uniform amount certified by the Union, and such remittance of said dues shall be made to one Union officer authorized to receive said remittance, by written notice to the Employer. The Employer agrees to deduct dues from the second pay period of each employee covered under this bargaining unit.

ARTICLE 8. RESERVATION OF RIGHTS

Rights of the Employer - The management of the 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 Union, 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 of 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 Marquette Police Department.

ARTICLE 9. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. - Definition of a Grievance: 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.

Section 2. - Should an employee feel there is cause for a grievance, the employee shall, within thirty (30) days of the date the alleged grievance occurred, consult with the employee's immediate supervisor. If settlement is not reached by such conference, the employee may submit the grievance within two (2) working shifts

thereafter to the Shift Commander or Shift Supervisor. The Shift Commander or Shift Supervisor shall within two (2) working shifts give his reply. If the grievance is not resolved at this level, the Union may, within five (5) 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). The Chief of Police or the person acting on his behalf, shall within five (5) calendar days, give a written response to the grievance. If that response is still not satisfactory to the Union, the matter may, within five (5) calendar days be submitted (also in writing) to the Personnel Director. The Personnel Director shall issue a written response within five (5) calendar days from the date the grievance was submitted to his office. If that response is still not satisfactory, the matter may within five (5) calendar days be submitted (in writing) to the City Manager. The City Manager shall issue a written response within five (5) calendar days from the date the grievance was submitted to his office.

Section 3. - Should the grievance remain unsettled, the Union may within five (5) calendar days submit the grievance (in writing) to the Marquette City Commission. The City Commission shall at its next regularly scheduled meeting, take up the grievance and shall give a written reply to same within fourteen (14) calendar days from the date the grievance was heard.

Section 4. - If the answer of the Marquette City Commission is still not satisfactory to the Union, the Union 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) days of receipt of the written response from the City Commission. The arbitration proceedings shall be conducted according to the rules of the American Arbitration Association.

Section 5. - 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 or 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.

Section 6. - The Award of the arbitrator shall be binding on the Union, its members and the Employer and the Employer's agents.

Section 7. - If either party misses any of the time deadlines as set forth in any of the above-referred-to sections, (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.

Section 8. - The expenses for the arbitrator and the American Arbitration Association shall be shared equally by the Union and the Employer.

ARTICLE 10. 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.

(b) 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.

(c) 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.

(d) 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.

ARTICLE 11. SENIORITY

Seniority 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. Rank or classification seniority shall mean the length of continuous service in a particular rank or classification. Seniority shall be used as a means of preference for only those matters specifically provided in this Agreement.

ARTICLE 12. PROBATIONARY PERIOD

All new employees shall be considered probationary employees for a period of 180 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.

ARTICLE 13. SENIORITY LISTS

The parties have agreed upon a seniority list and such list will show the employee's name, classification and rank, as well as the employee's original date of hire.

(a) The Employer will keep the seniority list up to date at all times and will provide the chief steward with up to date copies once a year on July 1st.

ARTICLE 14. LOSS OF SENIORITY

An employee's seniority with the Employer shall terminate for any of the following reasons:

(a) He quits or retires.

(b) He is discharged for just cause, and such discharge is not reversed through use of the grievance procedure.

(c) He is absent for 3 working days without properly notifying the Employer and supplying a 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.

(d) 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.

(e) If he does not return to work when recalled from layoff as set forth in the recall procedure.

(f) Return from sick leave and leaves of absences will be treated the same as above.

ARTICLE 15. SHIFT PREFERENCE

In the event of a vacant or open position, vacancies shall be posted and employees shall be allowed to bid and move on the basis of seniority.

(a) 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.

(b) When more than one (1) vacancy exists, the parties shall meet to discuss and work towards a mutually agreeable solution that would eliminate having a number of new employee's (both newly hired or newly promoted) on any one shift.

ARTICLE 16. UNION REPRESENTATION

(a) Stewards: The employees covered by this Agreement will be represented by Stewards. The Union shall have the exclusive right to assign said stewards.

(1) The Employer will be notified on July 1st of each year of the names of the Union 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.

ARTICLE 17. SENIORITY OF OFFICERS AND STEWARDS

The Chief Steward, and all other stewards, shall head the seniority list of the unit during their term of office. This will apply in case of layoffs only.

ARTICLE 18. LAYOFF DEFINED

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

(b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union 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, employees not entered on the seniority list 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.

(d) The next employee to be laid off shall be the employee with the least rank or classification seniority in the rank or classification affected, PROVIDED, however, that the remaining senior employees have the experience and training and the ability to perform the required work.

(e) 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.

ARTICLE 19. RECALL PROCEDURE

When the working 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 10 calendar days from the date of mailing of notice of recall, he shall be considered a quit.

ARTICLE 20. TRANSFER OF EMPLOYEES

(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) Transfers to established positions within the unit will be controlled by the administrative head of the Department.

(c) Transfers to a "newly established classification" within the unit will be undertaken by the administrative head of the Department after consultation with the Chief Steward and all other stewards (if any). Seniority, ability and qualifications of the employee will be considered with respect to all such transfers.

(d) 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 21. PROMOTIONS AND JOB POSTINGS AND BIDDINGS

(a) All vacancies and/or newly created positions within the bargaining unit shall be posted within 5 days of the date the position is to be filled. All positions will be filled by the promotion procedure. 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 5 working days in a conspicuous place. Employees interested shall apply by signing their names on the space provided on the posted notice.

(1) Eligibility for promotion is only from the rank immediately below the posted position, except in the case of promotion to "Captain", which position is appointed by the Chief of Police and subject to the approval of the City Manager.

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

(b) 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 (15th day after the posting working day).

Step 2. Oral Examination - The board will be made up of four (4) people.

- (1) City Manager or designee;
- (2) Prosecuting Attorney or designee;
- (3) One (1) member to be selected by the Union;.
- (4) Chief of Police and designee.

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.

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:

(a) All members of the Board must be present for each interview.

(b). All candidates personnel file shall be available for inspection by the Board.

(c) The Board may discuss each interview together but must score each candidate individually on a scale of 0 to 50.

(d) 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).

(e) 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.

(f) In its consideration of the top three (3) candidates the Board may:

- (1) Re-interview each of the three candidates;
- (2) Have further discussion as a Board to include the contents of the employee's personnel file;
- (3) Interview the Chief or Captains of Police (or their representative).

(g) 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.

(h) The Board shall also submit in writing to the City Manager, the names of all candidates for the promotion and list them in the order of their numerical scores. The individual candidates shall have access to the list upon request.

(i) 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.

The Chief of Police 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 Chief of Police to see their file before the oral examination).

Step 3. Posting of Promotion - The posting of the promotion will be done by the Chief of Police within 48 hours after the Board has reached a decision.

Posting will include name of candidate promoted and rank (other candidates may ask the Chief of Police as to their finish on a one-to-one basis).

(a) The promotion will take effect as set forth in the notice of promotion.

(b) Lateral transfers can be made through the promotion procedure.

(c) During the probationary period, employees will receive the rate of the job they are performing.

ARTICLE 22. VETERANS (REINSTATEMENT OF)

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

ARTICLE 23. 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 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 weeks per year is the limit.

ARTICLE 24. LEAVES OF ABSENCE

(a) Leaves of absence for periods not to exceed six (6) months will be granted, in writing, without loss of seniority, upon approval of the Chief of Police and City Manager. An employee on an approved leave of absence shall have their full premiums for the hospital/medical/dental insurance program fully paid by the City for a maximum of three (3) months. Leaves of absence will be granted for:

- (1) Serving in any elected or appointed position of the Union;
- (2) Maternity leave for a period not to exceed 45 days;
- (3) Illness leave (physical or mental) with doctor's certificate;
- (4) Prolonged illness in immediate family, with doctor's certificate.

(b) Employees shall accrue seniority while on any 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.

(c) A member of the Union selected to attend a function of the Union shall be allowed time off with loss of pay to attend.

(d) A leave of absence may be renewed for an additional six (6) month period, for good cause shown, if approved by the Chief of Police and City Manager.

ARTICLE 25. 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, it shall be subject to negotiations.

ARTICLE 26. 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 his prevailing rate of pay.

ARTICLE 27. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 28. SAFETY COMMITTEE

Union delegates on the safety committee are to be selected by the Union. Meetings (when called or necessary) will be held on the first (1st) Wednesday of the month.

ARTICLE 29. 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.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of scheduled overtime hours of the employees working during the call-out period (1/2 minimum).

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 30. WORKERS' COMPENSATION (ON-THE-JOB INJURY)

The Employer will pay for all work related injuries (workers compensation costs) without charging sick leave, in accordance with the accompanying schedule, before charging the employee's accumulated sick leave:

(a) The Employer shall pay for all work related injuries without charging an employee's sick leave for 100 working days (based on 5 working days per week).

At no time shall the employee receive more compensation than his regular rate of pay. After the scheduled period, the pay differential may be chargeable to the employee's accumulated sick leave on a pro-rata basis.

ARTICLE 31. PENSION

All Sworn Officers, and Animal Control 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. (Upon the current meter maids leaving the City's service for any reason, the newly appointed meter maid shall be covered by the Municipal Employees Retirement System.)

All clerical, dispatcher, and Meter/Parking Enforcement employees will be covered under the Municipal Employees Retirement System. Effective July 1, 1992, the program to be upgraded to the MERS B1 program with three (3) years averaging to determine "final coverage compensation".

The Employer will provide the Union with a copy of the pension provisions specified above.

The formula for the straight life pension will be 2.50% of 3 year average final compensation. Effective July 1, 1992, the percentage variable after twenty-five (25) years of service will be increased to "one and one-half (1 1/2%) percent.

This provision is for Act 345 employees only.

"Notwithstanding any other provision 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 a police duty hazard disability pension plan 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 police duty hazard disability pension plan entered into or renewed after the effective date of this agreement shall provide that the payments under that disability pension plan, provided by this agreement, shall not be subject to any coordination of benefits, including Workers' Compensation".

ARTICLE 32. POLICY 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 5 days after written notice of the establishment of such rules, etc., and thereafter considered in accordance with the grievance procedure.

ARTICLE 33. ENTIRE AGREEMENT CLAUSE

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 Union.

ARTICLE 34. 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 35. 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 36. 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 Union, 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 37. WORKING HOURS

(a) Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, \$2.75 per shift premium.

(b) Employees who work on the third shift shall receive in addition to their regular pay for the pay period, \$3.25 per shift premium.

Shift premium will be determined by the starting time of the employee. (Applies to sworn uniform personnel, with the exception of the uniform Captain.)

(c) Shift Hours:

First Shift: 7:00 A.M. - 3:00 P.M.

Second Shift: 3:00 P.M. - 11:00 P.M.

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

No shift shall be changed unless agreed upon by the Employer and the Union.

(d) Swing Shift: Swing shift hours will be subject to change at the Chief of Police's discretion.

(e) Employees may take a 15 minute coffee break in the A.M. and also a 15 minute coffee break in the P.M., or the first half and second half of their regular shift, whichever may apply.

(f) An employee called back for overtime shall be guaranteed at least 2 hours pay at the rate of time and one-half, including court time.

(g) 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.

ARTICLE 38. SICK LEAVE

All employees covered by this Agreement shall accumulate one sick leave day per month not to exceed 12 days per year with unlimited maximum accumulation. 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 seniority; and 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 continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

ARTICLE 39. FUNERAL LEAVE

An employee shall be allowed 3 working days with pay as funeral leave, such days not to be deducted from sick leave for the purpose of making arrangements or attending a funeral for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife, Husband, Son, Daughter, Mother-In-Law, Father-In-Law, Grandparents, Grandchildren, Brother-In-Law, Sister-In-Law, Step-Father, Step-Mother, or a member of the employee's household. 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 Union who is a member of the bargaining unit.

ARTICLE 40. TIME AND ONE-HALF AND DOUBLE TIME AND ONE-HALF

Time and one-half will be paid as follows:

- (1) Time and one-half (1-1/2X) shall be paid for all hours over 8 in one day, 40 in a week; for clerical workers, 7-3/4 in one day, 38-3/4 in a week;
- (2) Double time and one-half (2-1/2X) shall be paid for all hours worked on holidays that are defined in this Agreement.

ARTICLE 41. HOLIDAY PROVISIONS

- (a) The paid holidays are designated as:

New Years Eve*(Clerical & Parking Enforcement - Only)	
New Years Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Good Friday	

(b) 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.

ARTICLE 42. VACATION ELIGIBILITY

An employee will earn credit toward vacation with pay in accordance with the following schedule:

Employment

1 Year	5 Days Vacation
2 Through 5 Years	10 Days Vacation
6 Through 9 Years	13 Days Vacation
10 Through 13 Years	16 Days Vacation
14 Through 17 Years	18 Days Vacation
18 Through 20 Years	20 Days Vacation

After 20 years, one additional day vacation for each year's seniority, with a maximum of 30 days vacation.

During any calendar year in which an employee, because of their seniority, would be entitled to an increase in vacation entitlement as a result of the vacation progression schedule, the employee is to be "credited" with the increased vacation amount as of January 1 of the year in which it is to be accrued.

(a) Vacations will be granted at such times during the year as requested by the employee, within the following guidelines. All officers will use a minimum of 3 days vacation at one time. There will be no one day vacations unless in case of an emergency. A vacation slip will be turned in at least 3 days prior to going on vacation. Only one field officer is permitted to be on vacation per shift. The day shift, one person per division will be permitted, except for Detective Division, which will be at the discretion of the officer in charge. 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 vacation. Staff personnel will be by rank and seniority will prevail with non-ranking officers. Compensatory time can be used for one day vacations as long as all above requirements have been met.

(b) When a holiday is observed by the Employer during a scheduled vacation the vacation will be extended one day.

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

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

(e) Vacations may be rescheduled due to leaves of absence or sick leave, only, when they adversely affect the number of police officers on any shift.

ARTICLE 43. PAY ADVANCE

(a) If a regular pay day falls during an employee's vacation, he may receive that check in advance before going on vacation.

(b) If an employee is laid off or retired, 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.

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

ARTICLE 44. HEALTH INSURANCE COVERAGE

(a) The Employer agrees to continue to pay the full premium for presently maintained hospitalization/medical coverage, including Master Medical, and those benefits added during the prior agreement, for the employee and his eligible family members, but reserves the right to accept bids for substantially equal or better coverage from other carriers. The Employer shall provide a Dental Rider for each employee covered by the terms and provisions of this Agreement, the cost of which shall be fully paid by the Employer.

(b) The Employer agrees to pay the full premium for hospitalization/medical coverage for the employee and his family during an employee's absence as the result of any leave of absence, injury, illness or maternity (3 months maximum).

(c) The Employer agrees to pay the full premium for hospitalization/medical coverage for the employee and his family while the employee is laid off (3 months maximum).

(d) 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.

(e) Effective July 1, 1992, an Insurance Incentive shall be paid to eligible employees in the amount of \$1,300.00 (minus State and Federal Taxes if required) annually on 1st pay period after July 1. Payment shall be lump sum and separate check.

Employees shall provide proof of insurance coverage to the employer to justify the incentive payment.

Employees qualifying for the incentive payment after the date listed above shall receive a lump sum payment equal to \$104.17 for each month remaining in the incentive plan year.

Employees who must revert to City insurance after accepting an incentive payment shall reimburse the City \$104.17 per month for each month remaining in the incentive period.

Employees who accept the incentive payment and leave the employment of the City prior to the end of the insurance year shall reimburse the City an amount equal to \$104.17 per month not covered by the plan. If reimbursement is not arranged the amount shall be deducted from the employees final payment of wages and/or benefits.

The effective date of entry or exit from the City Insurance Policy is the 28th day of each month.

ARTICLE 45. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

(a) Agreement to be provided at Employer's expense.

ARTICLE 46. 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:

	EFFECTIVE AFTER:	
	<u>7-1-92</u>	<u>7-1-93</u>
5 Yrs. Through 9 Yrs.	\$240.00	\$250.00
10 Yrs. Through 14 Yrs.	\$270.00	\$280.00
15 Yrs. Through 19 Yrs.	\$300.00	\$310.00
20 Yrs. Through 24 Yrs.	\$330.00	\$340.00
25 Yrs. Through 29 Yrs.	\$360.00	\$370.00
30 Yrs. And Over	\$390.00	\$400.00

ARTICLE 47. UNIFORM MAINTENANCE ALLOWANCE

Each employee covered by this Agreement, without exception, shall receive a \$32.00 per month uniform maintenance allowance, and the Detective Bureau and Police/School Liaison Officer shall receive the sum of \$400.00 per year in addition thereto.

ARTICLE 48. GENERAL

(a) Off-Duty Pay - The Employer agrees to pay a maximum of \$500.00 per year for off-duty arrests.

(b) The employee shall be able to purchase their own weapon that meets the standards of the Marquette City Police Firearms manual.

(c) Two-Man Cars - There will be two (2) two-man cars on duty during the hours from sunset to sunrise, except when only three men 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; however, at all time's a minimum of three (3) officers shall be available for patrol duty.

(d) The Employer will furnish shotguns and racks to be carried in the front seat of all patrol cars.

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

(f) Call Beeper - Duty officers and Medical Examiner Investigators who, as part of their duties, must carry a beeper while off duty, will be granted twelve (12) hours additional vacation for each month they carry the call beeper. Effective July 1, 1993, this shall be increased to fourteen (14) hours of additional vacation per month.

(g) Sunday Premium - Employee's regularly scheduled for Sunday work shall receive one (1) additional vacation day for every eight (8) Sundays worked (overtime and holidays shall not be included in this computation).

ARTICLE 49. WAGES

The Employer and the Union have agreed as follows:

(a) The rate paid to "top patrolman" shall be the base and 100%.

(b) "Officer" classification shall have their pay based on the following (in each year):

"percentages" (using top patrolman as 100%):

(1) Corporal	- 106.25%
(2) Sergeant	- 112.25%
(3) Lieutenant	- 121.25%
(4) Captain (Uniform & Detective)	- 127.25%

(c) Effective July 1, 1992, the top patrolman classification shall receive a wage increase of three point six-tenths (3.6%) percent.

(d) Effective July 1, 1993, the top patrolman classification shall receive an across the board wage increase of three and six-tenths percent (3.6%).

Wages for all employees of the unit NOT covered by Act 345 Pension shall be increased by 3.6% on 7/1/92; 3.6% on 7/1/93.

ARTICLE 50. 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, 1992-1993; 1993-1994, 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 51. STARTING RATE FOR NEW EMPLOYEES

The Employer shall pay new employees in the Police Department in accordance with the following schedule:

"New" Patrol Officer & Animal Control 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

"New" Clerical & Dispatcher Wage Rates

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

No employee presently employed shall receive a reduction in wages as a result of these new schedules. In instances where a reduction would occur, the individual concerned will receive the rate of pay established by the next pay bracket. (This will apply for pay purposes only).

The Assistant Animal Control Officer is on an hourly rate and shall receive the same wage increase granted other employees covered by this Agreement during the term of this Agreement.

ARTICLE 52. LIFE INSURANCE

(a) The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of \$20,000, while employed.

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

ARTICLE 53. NO STRIKE PROVISION

During the term of this Agreement, neither the Union 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

of an employee's duties), for any purpose whatsoever. The Union 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 54. 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 hereinabove 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 is the only Police Department employee not covered by this Agreement.

ARTICLE 55. TERMINATION AND MODIFICATION

This Agreement shall be effective as of July 1, 1992 and shall continue in full force and effect until June 30th, 1994.

(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 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 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) Notice of Termination or Modification - Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to P.O. Box 605, 517 Ludington Street, Escanaba, Michigan 49829, and if to the Employer, addressed, 300 West Baraga Avenue Marquette, Michigan 49855, or to any such address as the Union or the Employer may make available to each other.

CITY OF MARQUETTE:

DATED: 7-13, 1992

BY:

Frank P. Carroto
Mayor
Norman J. Gruber
Clerk

LOCAL NO. 328,
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA:

DATED: 7-7-, 1992

BY:

Gary LaPlant
Secretary Treasurer

SCHEDULE "A"

The parties agree, to simply define the two (2) bargaining units, as follows:

UNIT I (SHALL CONSIST OF):

- A. Clerk/Typists
- B. Dispatchers
- C. Meter/Park Enforcement
- D. Animal Control Officer & Assistant Animal Control Officer
- E. Patrolmen
- F. Corporals

UNIT II (SHALL CONSIST OF):

- A. Sergeants and Detective Sergeants
- B. Lieutenants
- C. Captains

SCHEDULE "B"

POLICE OFFICE SUPERVISOR

The position of Police Office Supervisor in the City of Marquette Police Department shall receive 106.25% of the rate received by the Top Clerks Classification.

SCHEDULE "C"

BULLET PROOF VESTS

The Employer will furnish, at a cost not to exceed \$150.00 per person, a bulletproof vest for each sworn officer covered by the terms and provisions of this Agreement. Such vests shall be of the individual officer's choosing. Officers who have already purchased such vests shall be reimbursed in a sum not to exceed \$150.00 per person.

(Note: The parties have agreed to seek outside financial support through area service clubs in order to obtain new lightweight bullet-proof vests for the members of the Marquette City Police Department).

SCHEDULE "D" "BUMPING"

(Layoff Only)

1. There shall be two (2) groups within the Marquette Police Department:

- (a) Certified Sworn Personnel; and
- (b) Non-certified Personnel

2. The Employer shall draft and maintain Job Descriptions for all classifications covered by this Agreement.

3. 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.