

6733

6/30/2004

WORK AGREEMENT  
BETWEEN  
THE CITY OF MENOMINEE, MICHIGAN  
AND  
TEAMSTERS, CHAUFFEURS UNION LOCAL NO. 328  
Affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

July 1, 1999 through June 30, 2004

*Menominee, City of*

POLICE EMPLOYEES

## TABLE OF CONTENTS

---

	<u>PAGE</u>
Article 1..... Agreement .....	1
Article 2..... Recognition .....	1
Article 3..... Management Rights .....	1
Article 4..... Union Management Relations .....	2
Article 5..... Seniority .....	3
Article 6..... Grievance Procedure .....	4
Article 7..... Hours of Work .....	5
Article 8..... Sick Leaves .....	5
Article 9..... Leave of Absence.....	6
Article 10..... Vacation .....	7
Article 11..... Paid Holidays .....	7
Article 12..... Bereavement.....	8
Article 13..... Insurance .....	8
Article 14..... Equipment Furnished by the Employer.....	8
Article 15..... Wages .....	8
Article 16..... Longevity .....	9
Article 17..... Check-Off.....	9
Article 18..... Working Rules.....	10
Article 19..... General Provisions .....	10
Article 20..... Retirement Benefits .....	11
Article 21..... Agency Shop.....	12
Article 22..... Term of Agreement .....	12
Article 23..... Shifts - Weekends, Changes .....	12
Article 24..... .....	13
Article 25..... .....	13
Appendix A .. Table of Organization and Hourly Wage Rates .....	14

## **ARTICLE I AGREEMENT**

---

- 1.1 This Agreement between the CITY OF MENOMINEE, MICHIGAN hereinafter referred to as the "city" and TEAMSTERS AND CHAUFFEURS UNION LOCAL NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "union", entered into this 1st day of July, 1999 and shall remain in full force and effect until June 30, 2004.

## **ARTICLE 2 RECOGNITION**

---

- 1.2 a) Pursuant to and in accordance with all provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize Teamsters Local No. 328 as the exclusive bargaining representatives for the purpose of collective bargaining in respect to wages, hours and conditions of employment for the term of this Agreement, for all Police Sergeants, Patrolpersons and the School Liaison Officer.
- b) Recognizing Sections 9, 10 and 11 of P.A. 379 of 1965, declaring it lawful for public employees to join in labor organizations for the purpose of collective negotiation with their public employer through representatives of their own free choice; and declaring it unlawful for a public employer to discriminate in regard to terms of hire or other conditions of employment in order to encourage or discourage membership in a labor organization; and declaring the representative designated or selected for the purpose of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be exclusive representative of all the public employees in this unit for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, the Employer recognizes the representatives named in this agreement as the exclusive representatives of all public employees in such unit whether or not said employees are members of any association; provided, that this Agreement shall not apply to supervisors, (nor probationary employees referred to in Article 5, Section 5.1 of this Agreement).

## **ARTICLE 3 MANAGEMENT RIGHTS**

---

- 3.1 Nothing contained herein shall be considered to deny or restrict the city in the exercise of its rights, responsibilities and authority under the laws of Michigan, or any other applicable laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the city had prior to this Agreement are retained by the city. Such rights, powers and authority shall include, by way of illustration and not by way of limitation, the rights of the city to:
- 3.2 Manage and control its business, its equipment and its operations and direct the working forces and affairs of the city.

- 3.3 Continue its rights, policies and practices in assigning and directing its personnel, determining the number of personnel for scheduling to assignments, and establishing, modifying or changing any work or business hours or days.
- 3.4 Direct its working forces, including the right to hire, promote, suspend, demote, or discharge employees for just cause, transfer employees, assign work or duties to employees, determine the size of the work force and lay off employees, except as expressly limited by the provisions of this Agreement.
- 3.5 Determine the services, supplies and equipment necessary to continue its operations; determine all methods and means of distributing or disseminating its services; determine the methods, schedules and standards of operation; determine the means, methods and processes of carrying on work including automation, contracting out or changes therein.
- 3.6 Determine the minimum skill, experience, educational and physical qualifications of its employees.
- 3.7 Determine the number and location or relocation of its facilities, including the establishment or relocation of departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, subdivisions, buildings or other facilities.
- 3.8 Determine all financial policies and accounting procedures, and all matters pertaining to public relations.
- 3.9 Determine the size, personnel classifications, functions, authority, organizational structure and staff of the management organization.
- 3.10 Determine the policies and procedures affecting the selection, testing and training of new employees, providing that such functions shall be used upon lawful criteria.
- 3.11 Exercise exclusive management and administrative control of the city properties and facilities, and the activities of its employees during working hours.
- 3.12 Adopt, publish and administer fair and reasonable rules and regulations and personnel policies not in conflict with the terms of this Agreement concerning work procedures and discipline for employees. All rules will be posted on the department bulletin board. The union will be invited to comment on the reorganization of the Department Procedure Manual.
- 3.13 The matters contained in the above provision are not to be interpreted as abridging or conflicting with any specific later provisions of this Agreement.

## **ARTICLE 4**

### **UNION MANAGEMENT RELATIONS**

---

- 4.1 All collective bargaining with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the union and authorized representatives of the city.

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

## ARTICLE 5 SENIORITY

---

- 5.1 a) The probationary period for new employees will be a total of twelve (12) months from the original date of hire.  
b) All officers serving on the department will be eligible for all fringe benefits, but during the probationary period they may be disciplined or discharged without recourse to contractual remedies.
- 5.2 Continued employment beyond the probationary period above noted is hereby defined to be evidence of satisfactory completion of probation.
- 5.3 Full-time regular employee is hereby defined as an employee hired to fill a full-time position in the table of organization, consisting of forty (40) or more hours per week.
- 5.4 Part-time regular employee is hereby defined as an employee hired to fill a part-time regular position in the table of organization, consisting of less than forty (40) hours per week.
- 5.5 Temporary employee is hereby defined as an employee hired for a period of not exceeding six (6) months and who shall be separated on or before the end of that period.
- 5.6 All employees are required to submit to the prescribed physical examination. The city will pay the cost of pre-employment or any physical examination requested by the city by the physician designated by the city. In addition to the pre-employment physical, physicals will be required every two (2) years to ensure the officer is in healthy physical condition. The type of physical form used shall be a form used by MDOT and shall include a cholesterol test, EKG, and stress test. In the event that the physician feels that the employee cannot perform his/her duties, then the doctor shall notify the personnel director.
- 5.7 After successful completion of the probationary period seniority shall start from the original date of hire. The city will prepare seniority lists, copies of the same will be posted on a bulletin board and given to the Union Steward; the seniority list will be amended whenever a change takes place. 9/84
- 5.8 Any employee desiring to protest their position on the seniority list shall file their protest in writing with the city clerk within fifteen (15) days after the posting of the said list.
- 5.9 Employer honors the seniority principle in all cases of layoff and recall, however, voluntary layoffs will supersede seniority.
- a) Seniority shall be forfeited for the following reasons:
- 1) If the employee quits.
  - 2) If the employee is discharged and the discharge is not reversed.

- b) Seniority shall be interrupted for the following reasons:
- 1) If a layed off employee fails to report for work within seven (7) days notification to return. Notification will be satisfied by: (a) mailing a registered letter to the last known address of the employee; or (b) when the employee is personally notified by the chief of police.
  - 2) Seniority will not be effected by a layoff of less than twenty-four (24) months, or an approved Leave of Absence of thirty (30) days or less.
- 9/86

- 5.10 All qualified employees shall be given an opportunity to bid on any openings before a new employee is hired for a position in the department and outside the bargaining unit, except in the case of promotion to Captain, which is appointed by the Chief of Police and subject to the approval of the City Council.
- 5.11 In the case of promotions to positions outside the bargaining unit within the police department, seniority shall last as long as the length of the probationary period.
- 5.12 Job seniority shall be on a departmental basis. New employees or employees transferring from one department to another shall go to the bottom of the seniority list in that department, but retain seniority from day of hire for all fringe benefits.
- 5.13 Any employee who terminates employment with the City of Menominee by his/her own volition shall be considered a new employee for all purposes if s/he should return to the employment of the city.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

---

- 6.1 A grievance of an employee shall be a claim, either that a specified provision of this Contract has been violated by the employer to the detriment or disadvantage of the employee, or that the employer has applied a specific provision of the contract erroneously, arbitrarily or unfairly, or that the employer has violated departmental rules. The purpose of this grievance procedure will be to encourage internal dispute resolution, utilizing arbitration only as a last resort.
- 6.2 The city must be notified of the existence of a contractual dispute within ten (10) days of the date that the dispute should have been known to the grievant.
- 6.3 A grievance will not be reduced to writing until either the city or the union are convinced that the dispute cannot be resolved internally; however, any dispute resolution initiated under Section 6.2 will not extend beyond thirty (30) calendar days or it will be considered dropped and not subject to the grievance appeal process.
- 6.4 The City shall respond to a grievance within ten (10) days of receipt of the grievance. The union shall then either accept the award or have ten (10) days to go to the next step of the process or the grievance will be considered dropped.
- 6.5 At any time when either party becomes convinced that an internal settlement cannot be reached, that party will file a written request for determination with the other party. It shall then be incumbent upon the union to either drop the grievance or to proceed to arbitration without undue delay.

- 6.6 In rendering a decision, the arbitrator will be confined to the terms and conditions delineated in the agreement to determine the proper resolution of the dispute.
- 6.7 The union agrees that no work stoppage or delay will occur as a result of the filing or processing of a grievance.
- 6.8 The costs of the arbitrator will be shared equally. All other expenses will be the responsibility of the party initiating the expense.
- 6.9 By mutual agreement, mediation may be utilized as an intermediate step towards grievance resolution.
- 6.10 The Michigan Employment Relations Commission will be the agency charged with providing an arbitrator, according to their rules.

## **ARTICLE 7 HOURS OF WORK**

---

- 7.1 a) Members of the police department shall be on duty forty (40) hours per week as designated by the chief of police.
- b) Shifts shall provide at least eight (8) hours off between shifts and twenty-four (24) hours notice shall be given prior to any change in shifts except in case of emergency. Two (2) hours call in time will be paid when called into work for a period of more than four (4) hours on either the beginning of the shift or on an officer's day off, plus actual time worked at 1.5 times the employee's hourly rate.
- 7.2 Overtime or extra hours shall be distributed as equally as possible among the employees in their regular department, however, in the case of any emergency any employee who ordinarily performs such work may be called in.
- 7.3 If an employee is unable to report for work at the scheduled time because of illness, s/he shall notify his/her superior before the time scheduled to report for work. When giving such notice, employee shall specify the reason for his/her inability to report for work and the probable length of his/her absence. Failure to report for work for a period of two successive days without proper notice to the employer shall be cause for immediate discharge.
- 7.4 Sergeants will attend bi-monthly supervisory meetings for compensatory time. Meetings will be approximately one (1) hour in length and shall be at reasonable times taking into consideration a person's days off. Compensatory time will be at time and one-half for time that exceeds forty (40) hours per week. 9/86

## **ARTICLE 8 SICK LEAVES**

---

- 8.1 Sick leave accumulation shall be as follows: One (1) day per month accumulating to a maximum of one hundred thirty-two (132) days.

- 8.2 The city shall require medical certification of illness after three (3) consecutive leave days. The city may require a medical certification of illness after use of more than five (5) sick days in a calendar year. Unexcused sick day is defined as any day without requiring a doctor's visit.
- 8.3 Such sick leave time shall be allowed full pay for his/her classification for such employee for the following reasons only:
- a) Personal illness of employee, illness of spouse and children requiring doctor's care.
  - b) In the event of serious illness of the employee's spouse or children sick leave will be allowed to the extent of one (1) normal week for each specific illness. Up to 30 days will be allowed when illness requires out of town attendance with approval of Chief and Personnel Director.
- 8.4 Such sick leave shall be applied entirely separate and distinct from any vacation and shall not accumulate for any vacation purposes.
- 8.5 Upon retirement, all employees of the unit shall be paid twenty-five percent (25%) of their accumulated sick leave up to a maximum accrual of one hundred twenty (120) days at their regular rate of pay.
- 8.6 The employer has the right to discipline an employee for abuse of sick leave.

## **ARTICLE 9 LEAVE OF ABSENCE**

---

- 9.1 Any employee who is ill and his/her claim of illness is supported by satisfactory written evidence shall be granted a sick leave of absence and shall accumulate seniority.
- 9.2 Any employee desiring a leave of absence shall apply to the police chief, and if practical, thirty (30) calendar days will be granted without loss of seniority. All leaves of absence shall be in writing and signed by the police chief.
- 9.3 Leaves of absence, not to exceed thirty (30) calendar days, will be granted for transfer to position outside bargaining unit within the department.
- 9.4 Employees requiring leave of absence will do so in writing to the police chief with as much notice as practicable.
- 9.5 Maternity leave will be granted upon certification by a doctor that the employee is no longer able to perform the duties and responsibilities of her job. Seniority, sick leave and vacation will continue to accrue and hospital benefits will continue to be paid during the leave of absence not to exceed sixty (60) working days. All seniority, sick leave and vacation benefits will be interrupted during any time off exceeding leave of absence. All insurance benefits will cease to be paid beyond the sixty (60) working days leaves of absence. Employee will have the opportunity to purchase insurance at the group rate paid by the employer. The city's doctor or employee's doctor may determine inability to perform or ability to return to work.



## **ARTICLE 10 VACATION**

---

- 10.1 All full-time regular employees of the police department are eligible for seven (7) working days of vacation after continuous service of one (1) year; fourteen (14) working days of vacation after continuous service of three (3) years; sixteen (16) working days of vacation after continuous service of five (5) years; eighteen (18) working days of vacation after continuous service of nine (9) years; twenty-one (21) working days of vacation after continuous service of fifteen (15) years; twenty-two (22) working days of vacation after continuous service of twenty (20) years; and twenty-four (24) working days of vacation after continuous service of twenty-one (21) years.
- 10.2 All full-time seasonal employees are eligible for one-half ( $\frac{1}{2}$ ) week paid vacation after two (2) consecutive seasons for a period of at least six (6) consecutive months in each season; one (1) week of paid vacation after five (5) consecutive seasons for a period at least six (6) consecutive months in each season.
- 10.3 Preference in selection of vacation in all departments shall be governed by seniority.
- 10.4 The third and fourth week of vacation shall be designated winter vacation. The winter vacation period shall be that period from October 1 through May 1 inclusive. All winter vacations shall be taken during this period, unless otherwise agreed upon by the police chief.
- 10.5 All employees are expected to take their vacation in the current year but in the event the employee cannot be spared to take a vacation, the employer may extend the vacation period or compensate the employee accordingly.

## **ARTICLE 11 PAID HOLIDAYS**

---

- 11.1 The city will provide holiday pay as indicated below for the following holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas, Christmas Day, Easter, Veterans Day and the employee's birthday. The day before New Years Day will be a paid holiday starting in 1998.
- 11.2 Holidays not worked = eight (8) hours of regular pay.
- 11.3 Holidays worked will be compensated at the rate of time and one-half ( $1\frac{1}{2}$ ) their regular rate of pay in addition to being paid for the holiday (20 hours of regular pay for eight [8] hours worked.)
- 11.4 Overtime on Holidays - Two (2) hours of regular pay for each hour worked over eight (8) hours.
- 11.5 The city will pay three (3) hours of pay per hour for work for an employee called in to work on a holiday. (Double time plus holiday pay - 24 hours of regular pay for eight [8] hours worked.)

- 11.6 Holiday pay will be paid to employees listed on the active payroll on the scheduled work day before the holiday and the scheduled work day the day after the holiday.  
9/84

## **ARTICLE 12 BEREAVEMENT**

---

- 12.1 Employees shall be granted four (4) working days off in the event of death of spouse or children or three (3) working days off for death of mother, father, sister, brother, mother-in-law, father-in-law with full pay not charged to his/her sick leave provided they attend the funeral, one (1) working day off in the event an employee acts in capacity as pallbearer.

## **ARTICLE 13 INSURANCE**

---

- 13.1 For all full-time employees and probationary employees after thirty (30) days of service, the employer will pay for family health and dental insurance. Coverage will be with Blue Cross Blue Shield Community Blue PPO (Plan 1) w/MHP, MHP 20% and ET \$25.00, and \$15.00 co-pay prescription drug card. Dental insurance will be with Blue Cross Blue Shield Plan A. Effective date for above coverage will be January 18, 2000.
- 13.2 The city may contract with other insurance carriers for equivalent or greater coverage at an equal or lesser rate if union receives sixty (60) days written notice and complete information on coverage.
- 13.3 The city will provide \$10,000.00 in Term Life Insurance (covering the employee only).

## **ARTICLE 14 EQUIPMENT FURNISHED BY THE EMPLOYER**

---

- 14.1 The employer will furnish the bargaining unit employees of the police department, and keep in reasonable repair, the following for use in the department: uniforms, uniform adornments, weapons, issued leather goods, and winter parkas.
- 14.2 A shoe allowance or other equipment at discretion of Chief, up to \$70.00 per year will be paid upon presenting the receipt. Allowance will increase to \$80.00 per year commencing July 1, 2002 and \$90.00 per year commencing July 1, 2003. Equipment allowance can be carried forward for three (3) years.
- 14.3 Safety glass allowance will be provided per the City's Personnel Policy.

## **ARTICLE 15 WAGES**

---

- 15.1 Wages shall be detailed in the attached Schedule A and Table of Organization and Wage Rates.

- 15.2 Employees in the police department shall be paid at the rate of time and one-half for attending schools and meetings as required by the city or the police chief not included in regular work periods.
- 15.3 Court Time Compensation - The policy for off duty court pay will be two (2) hours straight time or overtime for actual time whichever is greater.
- 15.4 Time and one-half will be paid to any employee for work performed in excess of weekly hours scheduled. 9/84
- 15.5 Any employee having completed his/her day's work and recalled to work shall be paid his/her regular classification rate at time and one-half; however, in no case will s/he be paid less than straight time equivalent to two (2) hours regardless of the time spent on the job.
- 15.6 Double time (2X) will be paid to employees of the bargaining unit after sixteen (16) hours of continuous work.
- 15.7 Any employee required to work in a classification with a higher rate of pay than his/her regular classification or in a classification with a lower rate of pay than his/her regular classification and more than one pay period shall be compensated at the rate of pay of the higher or lower classification whenever s/he thereafter performs such work.
- 15.8 Upon approval of the Chief, officers shall have the option of overtime or compensatory time off in accordance with the contract provisions and federal/state law for time spent in scheduled training sessions and also in lieu of overtime pay for hours worked. An officer shall have up to 45 days to use accumulated compensatory time, unless manpower needs prohibit its use, at which time the Chief of Police has the discretion to extend the compensatory time or pay the time in wages.

## **ARTICLE 16 LONGEVITY**

---

- 16.1 The city will pay longevity benefits to all full-time regular employees after the third year of continuous service as follows: In 1999 - \$27.00 per year; in 2000 - \$28.00 per year; in 2001 - \$29.00 per year; in 2002 - \$30.00 per year, in 2003 \$31.00 per year, and in 2004 \$32.00 per year. Longevity pay will be paid by a separate check on the first payday of December. To receive longevity pay, an employee must be employed with the city on the first of December in the year the benefit is payable.

## **ARTICLE 17 CHECK-OFF**

---

- 17.1 The city agrees to deduct from the paycheck of those employees who have signed an authorized payroll deduction card, a sum certified by the treasurer of the union, which are the union's monthly dues. Deduction will be made from the payroll period at the beginning of each month and the total dues delivered to the treasurer of the union. Deductions from any employee's pay will terminate upon his/her termination of employment.

- 17.2 As a condition to the effectiveness of this article, the union agrees to indemnify and save the city, each individual council member and all administrators harmless against any and all claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the city for the purpose of complying with this article.
- 17.3 If, at any time, during the duration of this contract, the union authorizes, causes or engages in or sanctions any strike or work stoppage of any kind, or pickets, or if there is a refusal to perform the duties of employment by any employee or employees, then this article shall become null and void and inoperative during the life of this agreement.

## **ARTICLE 18 WORKING RULES**

---

- 18.1 The city shall have the right to adopt and publish to employees reasonable work rules establishing standards for the conduct and efficiency of the work force, and may discipline employees for violation of such rules.
- 18.2 Disciplinary measures may include oral warning, written warning, suspension, demotion and discharge. The city shall make every effort to apply such measures equitably and in a manner appropriate to the nature and seriousness of the particular rules violation. The employee may grieve any form of discipline except oral.
- 18.3 In imposing discipline on a current charge, the city may not take into account any prior infractions which occurred more than three (3) years previously.
- 18.4 The city shall immediately transmit to both the employee and the union steward copies of any written disciplinary action taken against the employee. 9/84
- 18.5 An employee complaint that an alleged rule violation resulting in the disciplinary actions of suspension, demotion or discharge was not in fact committed, or that the degree of discipline imposed was grossly inequitable, may initiate a written grievance at 6.3 the grievance procedure.
- 18.6 All newly promulgated or modified policies and procedures in the Policy and Procedure Manual will be transmitted to the union steward and posted on the departmental bulletin board before implementation. 9/86

## **ARTICLE 19 GENERAL PROVISIONS**

---

- 19.1 All transfers between police and fire department shall be governed in accordance with regulations on pages 281 and 282 of the city council proceedings, Liber "X".
- 19.2 City agrees to permit a union representative to enter the premises at any time with the consent of the police chief for individual discussion of working conditions with employees, provided care is exercised by such representative that he does not interfere with performance of duties assigned to employees.

- 19.3 Parties acknowledge that during the negotiations that resulted in this agreement each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter removed by law in the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the city and the union for the life of this agreement, each voluntarily and unqualifiably waive the right, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement and with respect to any subject or matter not specifically referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both parties at the time they negotiated or signed this agreement.
- 19.4 Should any provisions of this agreement be found to be in violation of federal or state law by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.
- 19.5 Promotion Language, as submitted by the union and verified by the chief of police, will be adopted by reference and included in the departmental rules.
- 19.6 The union will be allowed to utilize a bulletin board for official union business.

## **ARTICLE 20**

### **RETIREMENT BENEFITS**

---

- 20.1 In addition to retirement benefits previously provided, the retirement benefits will be determined on the best three (3) out of five (5) years of service with the employee funding .3 percent and the city funding 1 percent of pay as the necessary contribution for this benefit.
- 20.2 All full-time employees shall be covered by the Act 345 Pension System. 9/86
- 20.3 Commencing September 1, 1992 retirement shall include the benefit "20 and out regardless of age".
- 20.4 Commencing November 9, 1992 the pension benefit shall be increased from 2.25% AFC to 2.50% AFC.
- 20.5 Commencing June 30, 1999 the pension benefit providing for 2% COLA after five (5) years retirement will be provided.
- 20.6 Payment made to employees for unused sick leave shall be included in the final average compensation for retirement purposes.
- 20.7 Pension benefits may be reviewed annually with costs to be born by employee or retirement system.
- 20.8 Notice of retirement must be given two (2) weeks prior to actual date of leaving the department, over and above any accrued vacation time.

## **ARTICLE 21 AGENCY SHOP**

---

- 21.1 Full-time non-probationary patrolmen, sergeants, and the school liaison officer 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 service fee to the union equal to costs of representing those employees for the duration of this agreement.
- 21.2 Full-time probationary patrolmen, sergeants, and the school liaison officer 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 service fee equal to the costs of representing those employees commencing thirty (30) days after the effective date of this agreement, and such condition shall be required for the duration of this agreement.
- 21.3 Full-time non-probationary patrolmen, sergeants, and the school liaison officer hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement shall be required as a condition of continued employment to become members of the union or pay a service fee equal to the costs of representing those employees for the duration of this agreement, commencing the thirtieth (30th) day following the conclusion of the probationary period of their employment.

## **ARTICLE 22 TERM OF AGREEMENT**

---

- 22.1 This agreement shall remain in full force and effect from July 1, 1999 to June 30, 2004 and shall automatically be renewed under the same terms and conditions for agreed periods thereafter unless prior to January 1 of the year of termination of the contract, either party shall give the other written notice of its desire to change its provisions or terminate this agreement.
- 22.2 This agreement is complete in writing and shall not be amended, changed, altered, or modified except to allow for negotiation of possible pension benefit change upon completion of the pension fund study. Changes in the pension system shall be funded by the pension system or employee. The cost for any changes shall not be borne by the City.

## **ARTICLE 23 SHIFTS - WEEKENDS, CHANGES**

---

- 23.1 The employer agrees to distribute weekend shifts as evenly as possible among the employees of the bargaining unit except the liaison officer. Approvals for changes in the normally scheduled work hours between the members of the bargaining unit shall be obtained from the police chief or his/her designate.

## ARTICLE 24

---

24.1 The school liaison officer will not receive overtime compensation, holiday pay or compensatory time, and will work a basic forty (40) hour week including holidays, plus whatever overtime is required. The school liaison officers' compensation will not change (including work on Sundays) except that overtime in patrolperson will be paid at uniform private rate.

## ARTICLE 25

---

25.1 In the case when a person is off of work under a workers compensation injury the City shall subsidize the person's wages to include loss of holiday pay.

## ARTICLE 26

---

26.1 Members of the bargaining unit may reside outside the City limits provided their residence is within 5 miles of any City limit in any direction. Should the State of Michigan pass legislation which prohibits or restricts municipalities from enacting employee residency requirements; members of the bargaining unit will then also be able to reside in any locations allowed by the new law.

CITY OF MENOMINEE

TEAMSTERS & CHAUFFEURS UNION  
LOCAL NO. 328

BY: Laurie A. Stupak  
Mayor

BY: Susan Spelka  
Business Agent

BY: Anthony D. Juntun  
City Clerk *MANAGER*

11-17-00 Date

BY: Keith A. Matt  
Union Steward

BY: Jim Barrette  
Union Steward

**APPENDIX A**  
**TABLE OF ORGANIZATION AND HOURLY WAGE RATES**

POLICE DEPARTMENT	RATES EFFECTIVE				
	07-01-1999	07-01-2000	07-01-2001	07-02-2002	07-01-2003
SERGEANTS – Probation Period	16.36	16.93	17.51	18.10	18.71
SERGEANTS – After 6 Months	16.70	17.27	17.86	18.46	19.07
PATROLPERSONS – Base Pay	13.66	14.12	14.60	15.09	15.60
PATROLPERSONS – 1 <sup>st</sup> Sept. 1	14.45	14.95	15.46	15.98	16.52
PATROLPERSONS – 2 <sup>nd</sup> Sept. 1	15.26	15.78	16.32	16.87	17.44
PATROLPERSONS – 3 <sup>rd</sup> Sept. 1	16.06	16.61	17.17	17.75	18.34
SCHOOL LIAISON OFFICER	\$34,269.07	\$35,454.22	\$36,638.98	\$37,866.38	\$39,134.90

Sergeants pay will be 4% over the top patrolperson's pay rate.

\$100 bonus on the first pay day of January each year.