

12/31/2001

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Agreement between the

CITY OF NEGAUNEE

and the

NEGAUNEE PROFESSIONAL POLICE

ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEES RELATIONS

DIVISION

1998 - 2001

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1 ARTICLE I - RECOGNITION, SECURITY AND UNION DEDUCTIONS

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

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

10 All employees of the Negaunee Police Department excluding the Chief of
11 Police and Supervisors as defined by the Act and effective July 1, 1998,
12 the Police Clerk/Secretary.

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

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

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

1 SECTION 5. Dues and initiation fees will be authorized, levied and certified in
2 accordance with the constitution and bylaws of the Local Union. Each employee and the Union
3 hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer
4 of the Local Union, regarding the amounts to be deducted and the legality of the adopting action
5 specifying such amounts of Union dues and/or initiation fees. Deductions shall become effective
6 at the time the application and authorization is signed by the employee.

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

10 11 ARTICLE II - MANAGEMENT RIGHTS

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

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

23 24 ARTICLE III - UNION REPRESENTATION

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

1 normal regular wage while engaged in such negotiations.

2 ARTICLE IV - STEWARDS AND ALTERNATE STEWARDS

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

5
6 ARTICLE V - SPECIAL CONFERENCES

7 Special Conferences for important matters will be arranged between the local president
8 and the Employer or its designated representative upon the request of either party. Such meetings
9 shall be between not more than two representatives of the Union and two representatives of
10 management. Arrangements for such special conferences shall be made in advance and an agenda
11 of the matters to be taken up at the meeting shall be presented at the time the conference is
12 requested. Matters taken up in special conference shall be confined to those included in the
13 agenda. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of
14 the Union shall not lose time or pay, for time spent in such special conferences and no overtime
15 will be paid for attending conferences. This meeting may be attended by a representative of the
6 Union Council.

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

20
21 ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE (TIME OF ANSWERS)

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

1 notify the Police Chief before leaving.

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

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

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

9 B. The steward may discuss the grievance with the Chief of Police.

10 C. The Chief of Police shall give his verbal answer to the grievant and the Union
11 Representative within five (5) working days after the initial discussion.

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

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

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

26 There shall be no appeal from any arbitrator's decision. Each such decision shall be final
27 and binding on the Union, its members and the employee or employees involved, and the
28 Employer. The arbitrator shall make a judgement based on the express terms of this Agreement
29 and shall have no authority to add to or subtract from any of the terms of this Agreement. The

1 expenses for the arbitrator shall be shared equally between the Employer and the Union.

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

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

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

14 15 ARTICLE VII - COMPUTATION OF BACK WAGES

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

18 19 ARTICLE VIII - DISCHARGE AND DISCIPLINE

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

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

28 Appeal of Discharge or Discipline: Should the discharged or disciplined employee
29 consider the discharge to be improper, a complaint shall be presented in writing through the

1 steward to the Employer within five (5) regularly scheduled working days of the discharge or
2 discipline. The Employer will review the discharge or discipline and give its answer within five
3 (5) regularly scheduled working days after receiving the complaint. If the decision is not
4 satisfactory to the, Union, the matter shall be referred to the Grievance and Arbitration
5 Procedure. (Regular scheduled working days - Monday through Friday, excluding holidays.)

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

10 11 ARTICLE IX - SENIORITY

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

14 New employees hired in the unit shall be considered as probationary employees until they
15 have met the qualifications indicated in the contract and until the statutory educational and
16 training requirements have been completed. It is also provided that this probationary period shall
17 be for one (1) year. When an employee finishes the probationary period, by accumulating a
18 minimum of one (1) year of employment, he shall be entered on the seniority list of the unit and
19 shall rank for seniority from that day one (1) year prior to the day he completes the probationary
20 period. There shall be no seniority among probationary employees.

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

25 26 ARTICLE X - SENIORITY LISTS

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

29 The seniority list on the date of this Agreement will show the names and job titles of all

1 employees of the unit entitled to seniority.

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

4 5 ARTICLE XI - LOSS OF SENIORITY

6 An employee shall lose his seniority for the following reason, only:

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

17 18 ARTICLE XII - SHIFT PREFERENCE

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

23 24 ARTICLE XIII - SUPPLEMENTAL AGREEMENTS

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

27 28 ARTICLE XIV - LAYOFF DEFINED

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

1 lack of funds.

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

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

8 9 ARTICLE XV - RECALL PROCEDURE

10 When the working force is increased after a layoff, employees will be recalled according
11 to seniority, as defined in Article IX. Notice of recall shall be sent to the employee at his last
12 known address by registered or certified mail. If an employee fails to report for work within ten
13 (10) days from date of mailing of notice of recall, he shall be considered a quit.

14 15 ARTICLE XVI - TRANSFERS

16 Transfer of Employees: If an employee is transferred to a position under the Employer in
17 the Police Department not included in the Union, and is thereafter transferred again to a position
18 within the Union, he shall have accumulated seniority while working in the position to which he
19 was transferred. Employees transferred under the above circumstances shall retain all rights
20 accrued for the purposes of any benefits provided for in this Agreement.

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

1 position.

3 ARTICLE XVII - PROMOTIONS

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

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

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

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

23 ARTICLE XVIII - VETERANS (REINSTATEMENT OF)

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

27 ARTICLE XIX - EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

28 Employees who are in some branch of the Armed Forces Reserve or the National Guard
29 will be paid the difference between their Reserve Pay and their regular pay with the Police
30 Department when they are on full-time active duty in the Reserve or National Guard, provided

1 proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit,
2 except in the case of an emergency.

3 ARTICLE XX - LEAVE OF ABSENCE

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

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

11 Such leave may be extended for like cause.

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

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

18 SECTION 4. It is hereby understood by both parties, that Article XX, "Leave of Absence"
19 - Section 1, subsection 5) "Educational Leave (limited to Police Education)" is intended to
20 include "Educational Leaves" with the sole purpose to improve one's education in such a way as
21 to improve his/her performance and promotional opportunity as a Police Officer with the City of
22 Negaunee. Said "Educational Leaves" shall be limited to one (1) officer at any one time.

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

27 ARTICLE XXI - UNION BULLETIN BOARD

28 The Employer will provide a bulletin board in the Police Department which may be used
29

1 by the Union for posting notices of the following types:

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

7 8 ARTICLE XXII - RATES FOR NEW JOBS

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

13 14 ARTICLE XXIII - SAFETY COMMITTEE

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

17 18 ARTICLE XXIV - EQUALIZATION OF OVERTIME HOURS

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

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

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

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

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

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

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

14
15 ARTICLE XXVI - APPENDIXES

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

- 18 Appendix A - Pensions
- 19 Appendix B - Classifications and Rates
- 20 Appendix C - Uniforms or Uniform Allowance
- 21 Appendix D - Longevity
- 22 Appendix E - Safety Glasses
- 23 Appendix F - Personal Leave Day
- 24 Appendix G - Shift Differential
- 25 Appendix H - Group Dental Insurance
- 26 Appendix I - Cost of Living
- 27 Appendix J - Court Time
- 28 Letter of Understanding - Callout for Emergencies

1 ARTICLE XXVII - WORKING HOURS

2 The work day shall consist of the following shifts:

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

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

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

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

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

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

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

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

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

21 ARTICLE XXVIII - SICK LEAVE

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

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

27 Employees may use sick leave in the event a member of their immediate family is sick,
28 not to exceed two (2) weeks, with a doctor's certificate. Immediate family is defined as parent,
29 spouse, child, and step-children.

1 Accumulation - Employees shall accrue one (1) day sick leave for each month of service.
2 Sick leave shall be earned by an employee for any month in which the employee is compensated
3 for ten (10) or more work days. A certificate from a reputable physician may be required as
4 evidence of illness before compensation for the illness is allowed, and shall be mandatory if the
5 illness extends to three (3) or more working days, unless waived by management.

6 An employee may accumulate up to one hundred eighty (180) sick days.

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

9 Upon retirement, death or separation in good standing from the City service, the City
10 employee, or his estate, shall be entitled to a cash settlement equal to fifty percent (50%) of the
11 total accumulated sick leave with a six thousand dollar (\$6,000) limit. Effective January 1, 1999,
12 the cash settlement limit shall increase to seven thousand dollars (\$7,000).

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

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

25 26 ARTICLE XXIX - FUNERAL LEAVE

27 An employee shall be allowed three (3) working days as funeral leave days not to be
28 deducted from sick leave for a death in the immediate family. Immediate family is to be defined
29 as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter, Mother-in-Law,

1 Father-in-Law, Brother-in-Law, Sister-in-Law, Grandparents and Grandchildren, or a member of
2 the employee's household. Any employee selected to be a pall bearer for a deceased departmental
3 employee will be allowed one half (1/2) funeral leave day with pay, not to be deducted from sick
4 leave. The Union Steward or his representative shall be allowed one half (1/2) funeral leave day
5 in the event of a death of a member of the Union, who is a member of the Department, for the
6 exclusive purpose of attending the funeral. An employee who takes bereavement leave, must
7 attend the funeral.

8 9 ARTICLE XXX - TIME AND ONE-HALF

10 Time and one-half will be paid as follows:

- 11 A) For all hours over eight (8) in one day.
12 B) For all hours worked on holidays that are defined in this Agreement in addition to
13 holiday pay.
14 C) All dispatchers who are hired as a full-time or part-time "dispatcher" shall have
15 first claim to overtime work for any dispatching, regardless of shift; however, this
16 paragraph/ section shall not constitute a guarantee of overtime or extra hours
17 beyond those normally scheduled.
18 D) Double time will be paid for all hours worked on an unscheduled Sunday.
19 E) The above shall not apply to the normally scheduled twelve (12) hour shift that
20 employees work. In the case of the twelve (12) hour shift, overtime will be paid at
21 time and one-half for those hours worked in excess of twelve (12) hours.
22

23 ARTICLE XXXI - HOLIDAY PROVISIONS

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

26 New Years Day	Labor Day
27 Good Friday	Thanksgiving Day
28 Easter Sunday	Christmas Eve Day
29 Memorial Day	Christmas Day
30 Independence Day	New Years Eve Day

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

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

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

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

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

17 ARTICLE XXXII - VACATIONS

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

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

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

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

24 Vacations will, so far as practicable, be granted at times most desired by employees; but
25 the final decision to allow or assign vacation periods and to change assignments will be reserved
26 to the City Manager in order to insure the orderly operation of the City. If necessary, in arranging
27 vacation dates, employees shall bid for vacation prior to April 1st of each calendar year and the
28 principals of seniority shall govern in cases of conflict. After April 1st of each year, vacations will
29 be authorized on a first come, first serve basis without regard to seniority.

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

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

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

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

18 19 ARTICLE XXXIII - VACATION PERIOD

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

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

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

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

29 If an employee becomes ill and is under the care of a duly licensed physician during his

1 vacation, his vacation will be rescheduled. In the event his incapacity continues through the year,
2 he will be awarded payment in lieu of vacation.

4 ARTICLE XXXIV - PAY ADVANCE

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

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

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

6 ARTICLE XXXV - HOSPITALIZATION MEDICAL COVERAGE

17 The Employer will pay the full premium for P.P.O. hospitalization and surgical coverage
18 insurance, including the M.L. Rider for the employee and his family. The coverage shall be
19 applied to all full-time employees. Effective 1-1-96, the Employer may, at any time, seek
20 proposals for health and dental insurance from other insurance carriers and may change insurance
21 carriers so long as the benefits remain substantially equivalent. It is further agreed that no change
22 in insurance carriers will be made without a special conference between the parties. In the event a
23 disagreement occurs over the benefit levels, the dispute will be submitted directly to step three of
24 the grievance procedure.

25 The Employer shall provide the Preferred Rx Prescription Drug Program (at \$2.00 co-
26 pay) for the employee and his family.

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

29 The Employer reserves the right to accept bids for the same or better coverage from other

1 insurance carriers and the employees agree "to enroll in a self-insured health, dental and vision
2 care program, providing the same or better benefit plan with cost containment provisions, should
3 the Employer institute such self insurance program".

4 The Employer agrees to pay the full cost of the health insurance program for any
5 employees who retire, up to the age of 65 when such employee becomes eligible for medicare.
6 Effective for those retiring after January 1, 1998, the City shall pay the health insurance premium
7 for retiree, which upon death will be extended to spouse, consistent with insurance company
8 rules until medicare is available. Medicare supplement will be paid consistent with past practice.

10 ARTICLE XXXVI - LIFE INSURANCE COVERAGE

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

15 ARTICLE XXXVII - SCHOOLING

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

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

21 ARTICLE XXXVIII - EQUIPMENT

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

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

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

1 ARTICLE XXXIX - COMPUTATION OF BENEFITS

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

4 ARTICLE XL - TERMINATION AND MODIFICATION

5 This Agreement shall commence on January 1, 1998, and continue in full force and effect
6 until December 31, 2001.

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

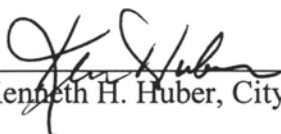
9 If neither party shall give such notice, this Agreement shall continue in effect from year to
10 year thereafter, subject to notice of amendment or termination by either party on sixty (60) days'
11 written notice prior to the current year's termination date.

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

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

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

CITY OF NEGAUNEE


Kenneth H. Huber, City Manager

NEGAUNEE PROFESSIONAL POLICE
ASSOCIATION WISCONSIN
PROFESSIONAL POLICE ASSOCIATION


David Salbert, Association President

Date: 12-4-98

Date: 12-4-98

APPENDIX A - PENSIONS

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

In lieu of military service time purchase previously provided for in the contract, effective January 1, 1999, all employees who retire shall have the "multiplier" increased from 2.4% to 2.8% for the first (1st) twenty-five (25) years of service. Effective January 1, 2000, all employees who retire shall have the "multiplier" increased from 2.8% to 2.9% for the first (1st) twenty-five (25) years of service.

The Police Department Clerk shall be provided with MERS retirement retroactive to September 1, 1988. Effective July 1, 1998, the Police Department Clerk position shall be moved to the Supervisory/Non-supervisory bargaining unit represented by Teamsters Local #328.

APPENDIX B - CLASSIFICATIONS AND RATES

<u>CLASSIFICATION:</u>	<u>Hourly Rates Effective</u>			
	<u>1-1-98</u>	<u>1-1-99</u>	<u>1-1-2000</u>	<u>1-1-2001</u>
Patrolman (Top)	\$15.25	\$15.71	\$16.18	\$16.67
Corporal	\$15.60	\$16.07	\$16.55	\$17.05
Sergeant	\$16.95	\$17.46	\$17.99	\$18.53
Detective/Sergeant	\$16.95	\$17.46	\$17.99	\$18.53
Full-time Clerk	\$8.99			

Effective July 1, 1998, the Police Department Clerk position shall be moved to the Supervisory/Non-supervisory bargaining unit represented by Teamsters Local #328.

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

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

IMPORTANT NOTE:

- (a) The above hourly wage rates DO NOT reflect Cost-of -Living increases.
- (b) Employees may receive a \$175 per month wage increase in lieu of health insurance at employee's option.

APPENDIX C - UNIFORMS

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

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

Detective/Sergeant shall be allowed a clothing allowance of \$550.00 per year. Effective 1-1-96, the Detective/Sergeant shall be allowed a clothing allowance of \$700.00 per year.

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

APPENDIX D - LONGEVITY

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

- A. After five (5) years of service, one hundred thirty-five dollars (\$135.00).
Employees will receive an additional twenty five dollars (\$25.00) per year of service thereafter, up to a maximum of four hundred fifty dollars (\$450.00).
- B. Employees honorably separating from the service of the City prior to December of a given year will be paid a pro-rata share of the longevity due to them for that year.

APPENDIX E - SAFETY GLASSES

Free safety glasses will be provided for each employee, but will not exceed two (2) pair for the term of this Agreement.

APPENDIX F - PERSONAL LEAVE

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

APPENDIX G - SHIFT DIFFERENTIAL

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

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

APPENDIX H - GROUP DENTAL INSURANCE

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

<u>BENEFITS FOR EMPLOYEES AND DEPENDENTS</u>		<u>AMOUNT</u>
Maximum Annual Benefit per Calendar Year		\$1,000.00
Primary Services Lifetime Deductible		none
Major Services Annual Deductible (Deductible is per Calendar Year)		\$25.00
Major Services Maximum Annual Family Deductible (Deductible is per Calendar Year)		\$50.00
Participation After Deductible		
Primary Services	<u>BY INSURED PERSON</u>	<u>BY EMPLOYERS INSURANCE</u>
Employees Insured in 1977 Calendar Year	10%	90%
Employees Insured in 1978 Calendar Year	20%	80%
Employees Insured in 1979 Calendar Year	30%	70%

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

Major Service	50%	50%
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BENEFITS FOR DEPENDENT CHILDREN ONLY

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

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

APPENDIX I - COST OF LIVING (Effective July 1, 1989)

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

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

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

APPENDIX J - COURT TIME

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

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