AGREEMENT BETWEEN THE

CITY OF MARQUETTE

AND THE

MARQUETTE PROFESSIONAL POLICE ASSOCIATION

POLICE OFFICERS ASSOCIATION OF MICHIGAN

(POAM)

October 1, 2017- September 30, 2021

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into on this first (1st) day of October 2017 between the Marquette City Commission, hereinafter referred to as the EMPLOYER, and Marquette Professional Police Association, affiliated with the Police Officers Association of Michigan (POAM), hereinafter referred to as the "ASSOCIATION," in its capacity as certified representative of those employees identified in Article 1 of this Agreement.

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 - 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 Association.

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

ARTICLE 2 - RECOGNITION

Collective Bargaining Unit. The Employer hereby agrees to recognize the Association as the exclusive collective bargaining representative, as defined in Act. No. 336, State of Michigan, Public Acts of 1947, as amended, 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.

Definition of Employee. The term "employee" when used in this Agreement shall refer to and include only those employees who are included in the collective bargaining agreement.

Unit 1: All full-time employees of the City of Marquette Police Department, excluding confidential employees and supervisors as defined by the Michigan Employment Relations Commission. This unit includes:

A. Clerical Dispatcher
B. Parking Enforcement/Police Support Officer
C. Patrol Officer

Unit II: All full-time supervisory employees of the City of Marquette Police Department, excluding the Chief of Police, Captains, confidential employees and managerial employees. This unit includes:

A. Corporals
B. Sergeants
C. Lieutenants

ARTICLE 3 - AGENCY SHOP/DUES CHECKOFF

All employees in the bargaining unit who are subject to this Agreement shall, as a condition of employment, pay to the Association an amount of money equal to the Association'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.

Dues Check-Off. The Employer agrees to deduct from the employee's second paycheck of the month 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.

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

Dues deduction will only be made in a uniform amount certified by the Association, and such remittance of said dues shall be made to one Association officer authorized to receive said remittance, by written notice to the Employer.

ARTICLE 4 - ASSOCIATION REPRESENTATION

A. **Association Officers.** The employees covered by this Agreement will be represented by Association Officers. The Association shall have the exclusive right to assign Association Officers. The Employer shall pay up to a total of three (3) paid days per contract year for Association Officers and/or employees attending association training seminars. Each Association Officer and/or employee may use only one (1) such day per year. Employees who attend such training on their scheduled days off shall not be eligible for compensation under this article.

1. The Employer will be notified on October 1st of each year of the names of the Association Officers.

2. The Association Officers, 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.

B. **Negotiations.** Employees covered by this agreement will be represented by no more than five (5) bargaining unit committee members in addition to the Police Officers Association of Michigan Bargaining Agent and any specialists to aid in deliberations.

ARTICLE 5 - NO STRIKE PROVISION

During the term of this Agreement, neither the Association 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 work slowdown, or any concerted action which prevents the full faithful and proper performance of an employee's duties), for any purpose whatsoever.

The Association 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 6 - 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 only those employees 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 herein above 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 and Police Captains are the only Police Department employees not covered by this Agreement.

ARTICLE 7 - RESERVATION OF RIGHTS (RIGHTS OF THE EMPLOYER)

The management of the City of 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 Association, 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 and 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 City of Marquette Police Department.

ARTICLE 8 - SPECIAL CONFERENCE

Special conferences for important matters will be arranged between the Steward and the

Employer or its designated representative upon the request of either party.

Such meetings shall be between representatives of the Association and representatives of the Employer.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in a special conference shall be confined to those included in the agenda.

Conferences shall be held at the hours mutually agreed to by the parties. The members of the Association shall not lose time or pay for time spent in such special conferences provided that the special conference is held during the Association members' scheduled work period.

The business agent may attend such special conferences.

ARTICLE 9 - POLICIES 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 five (5) calendar days after written notice of the establishment of such rules, etc., and thereafter considered in accordance with the grievance procedure.

ARTICLE 10 - MAINTENANCE OF STANDARDS

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 Association.

ARTICLE 11 - PROBATIONARY/TRIAL PERIOD

Unit I: All new employees shall be considered probationary employees for a period of 180 calendar days, provided; however, that such probationary period may be extended for a period of time equal to the time that an employee is absent from duty due to sickness or other reasons, if an extension is necessary to evaluate the employee's performance. Employees promoted within the

unit shall have a trial period of 180 days in their new position. During the trial period, the Employer may elect to conduct a written performance evaluation. If the written performance evaluation is less than satisfactory, the Employer may return the employee to the classification from which the employee was promoted. The employee, at his/her discretion, may also elect to return to the classification from which they were promoted during the first sixty (60) days of the trial period.

Probationary employees may be terminated by the Employer at any time and shall not have recourse to the grievance and arbitration procedure.

Unit II: Employees promoted from Unit I to Unit II shall have a trial period of 180 days in their new classification. During the trial period, the Employer may elect to conduct a written performance evaluation.

If the written performance evaluation is less than satisfactory, the Employer may return the employee to the classification from which the employee was promoted. The employee, at his/her discretion, may also elect to return to the classification from which they were promoted during the first sixty (60) days of the trial period.

When an employee is promoted to the detective corporal position, one hundred eighty (180) calendar days after the end of the trial period, the employee will be upgraded to detective sergeant and receive a corresponding increase in pay.

ARTICLE 12 – JOB POSTINGS/ PROMOTIONS/ SHIFT PREFERENCE/ SPECIAL ASSIGNMENTS

A. **Job Postings (Non-Sworn Positions)**. All vacancies or newly created non-sworn positions within the bargaining unit shall be posted when it is determined by the City that the position is vacant. Nothing herein shall be construed in any way which will detract from the right of management to determine when a vacancy exists or when a new position is created within the department. The Employer agrees that whenever a determination is made that a vacancy does not exist, or a consolidation of positions will occur, the Association will be so notified.

All vacancies for non-sworn positions will be posted in the Police Department as well as the Human Resources Department located in City Hall for a period of seven (7) calendar days. All vacancies or newly created non-sworn positions will be filled on the basis of ability, qualifications and any applicable testing. The position will be filled on the first day of the pay period after the

selection process has been completed.

B. Promotions (Sworn Positions). Those positions which include a transfer to a higher paying classification/rank or a lateral transfer, shall be filled through the promotion procedure. A lateral transfer is defined as the movement of a Corporal, Sergeant, or Lieutenant from one division to another. 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 seven (7) calendar days in a conspicuous place in the Police Department. Employees interested shall apply by signing their names on the space provided on the posted notice. The employer will fill the vacancy within a thirty (30) calendar day period from the date the posting is taken down.

1. Eligibility for promotion is only from the rank immediately below the posted position, except in the case of promotion to Detective Sergeant, which may be filled from the ranks of qualified patrol officers or lateral transfers.

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

C. Promotion Procedure.

Step 1 - Written Test. This test will be selected 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 within fifteen (15) days after the posting. Tests will not be graded/scored until after the oral examination has taken place.

Step 2 - Oral Examination. For sworn officer positions, the board will be made up of four people as follows:

1. City Manager or designee;
2. Prosecuting Attorney or designee;
3. One (1) member to be selected by the Association, who shall not be one (1) of the candidates for promotion.
4. Chief of Police or designee.

Step 3 - Selection-Criteria

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:

Number of Credits	Number of Bonus Points
0-27 (Freshman)	0
28-55 (Sophomore)	1
56-87 (Junior) or Associate's	3
Graduate – Bachelor's Degree	4
Post-baccalaureate Degree	5 (Maximum)

5. Veterans' Bonus Points

Years of Military Service	Number of Bonus Points
1 year - 3 years	1
4 years and over	2

Employees may utilize both college education bonus points and Veterans' bonus points together. To utilize veterans' bonus points you must be an active member of the reserves or National Guard or be honorably discharged from military service. It will be the employee's obligation to provide written documentation to justify the bonus points to be used.

Step 4 - Selection - General

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:

1. All members of the Board must be present for each interview.
2. Each candidate's personnel file shall be available for inspection by the Board.
3. The Board may discuss each interview together but must score each candidate individually on a scale of 0 to 50.
4. 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).
5. 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.

6. In its consideration of the top three (3) candidates the Board may:
   (a) Re-interview each of the three candidates;
   (b) Have further discussion as a Board to include the contents of the employee's personnel file;
   (c) Interview the Chief or Captains of Police (and/or their representative).
7. 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.
8. The Board shall also submit in writing to the City Manager, the names of all candidates for promotion and list them in the order of their numerical scores.
9. 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.
10. Human Resources 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 Human Resources to see their file before the oral examination).

Step 5 - Posting of Promotion

1. The posting of the promotion will be done by the Chief of Police within three (3) calendar days after the board has concluded the oral interview.
2. The posting will include name of candidate promoted and rank. Those candidates who have participated in the promotion process shall have access to the top three candidates and their scores. In addition, those who participated may ask the Chief of Police their individual score and where they finished.
3. The promotion will take effect as set forth in the notice of promotion.
4. During the probationary/trial period, employees will receive the rate of the job they are performing.

D. Shift Preference (Not Applicable To Periodic Shift Bidding). In the event of a vacant or open position on a shift, vacancies shall be posted for seven (7) calendar days in a conspicuous place. Employees interested shall apply by signing their names on the space provided on the posted notice. Selection will be made and employees shall be allowed to bid and move on

the basis of the applicable seniority list. When there would be an imbalance between senior and junior officers or an imbalance of qualifications or classifications on a shift because of the move, as determined by the Chief of Police, the parties shall meet to discuss and work towards a mutually agreeable solution that ensures the proper mix of new hires and experienced employees on each shift.

E. **Special Assignments.** "Special assignments" are those that do not involve a promotion, such as UPSET, Youth Services Officer, Animal Control Officer, Cyber Crimes Detective, etc. Employees will be moved to "special assignments" after a selection process is determined by the Chief of Police.

Employees in these 'special assignments' will be able to return to a shift where their seniority allows after at least one year in the "special assignment". Prior to one year, they may return to a shift where a vacancy exists and bid for a shift when a vacancy exists or the shifts are open for bidding.

F. **Temporary Transfers.** 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.

ARTICLE 13 - SENIORITY

A. **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. Classification/rank seniority shall mean the length of continuous service in a particular classification/rank. Seniority shall be used as a means of preference for only those matters specifically provided in this Agreement. Probationary employees shall be included on the seniority list and their seniority date shall be entered as their original date of hire to the City.

B. **Seniority Lists.** The parties have agreed that there shall be two seniority lists. The first list will be arranged by the employee's original date of hire to the City. The second list will be arranged by classification/rank. Both lists will list the employee's name, classification and rank, as well as the employee's original date of hire.

1. The Employer will keep the seniority lists up to date at all times and will provide the steward with up to date copies as requested.
2. As it applies to layoffs, stewards shall head the classification/rank seniority

list while they are serving in that capacity.

3. The classification/rank seniority list shall be used to determine call back by seniority for layoff purposes and shift preference for Supervisors.

4. The seniority list arranged by original hire date shall be used for purposes of granting benefits, vacations, promotions, assignment and bidding of shifts, and situations where seniority is a factor.

C. **Loss of Seniority.** An employee's seniority with the Employer shall terminate for any of the following reasons:

1. He quits or retires.
2. He is discharged for just cause, and such discharge is not reversed through use of the grievance procedure.
3. He is absent for 3 working days without properly notifying the Employer and supplying 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.
4. 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.
5. If he does not return to work when recalled from layoff as set forth in the recall procedure or does not return from sick leave when authorized to do so in writing by a physician or does not return from a leave of absence when the approved time frame has elapsed.

ARTICLE 14 - LAYOFF/RECALL

Layoff

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

B. In the event it becomes necessary for a layoff, the Employer shall meet with the proper Association 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, probationary employees 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.

1. The next employee to be laid off shall be the employee with the least classification/rank seniority in the classification/rank affected, provided; however, that the remaining senior employees have the experience and training and the ability to perform the required work.
2. 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.

   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.

Recall

When the work 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 certificate of mailing. If an employee fails to report for work within ten (10) calendar days from the date of mailing notice of recall, he shall be considered to have quit.

ARTICLE 15 -TRANSFER OF EMPLOYEES (OUTSIDE OF THE BARGAINING UNIT)

A. If an employee transfers to a position under the Employer not included in the bargaining unit, and 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. 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 16 - 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 17 - NOTICE OF TERMINATION

A member of this bargaining unit leaving the employ of the City by voluntary termination or retirement is encouraged to give at least two (2) weeks' written notice and for retirement at least a 30-days written notice to the City by completing the necessary form in Human Resources.

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

General Provisions.

A. 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.

B. There shall be one original grievance form which will be passed on from step to step in the grievance process. Copies shall be made at the various steps.

C. For purposes of this Article, if any party to the grievance because of holidays, sick leave, vacation, funeral, conferences or any approved leave is unable to meet the time limits, the response time shall be adjusted accordingly.

D. Grievances involving suspension or discharge shall commence at the City Manager's step in accordance with the suspension and discharge article.

E. When practicable, all grievances shall be delivered in person at each step of the

grievance process, and the date of receipt shall be noted in writing on the grievance form when delivery is made in person. The grievance form used shall follow the steps listed in this Agreement. The initiating party is responsible for retaining the original grievance form with any attachments until the grievance is resolved or arbitrated. Original will then be filed in Human Resources.

F. If either party-misses any of the time deadlines as set forth in any of the steps listed below, (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.

Step 1 - Immediate Supervisor (Verbal)

Should an employee feel there is a grievance, the employee shall, within seven (7) business days of the date of the employee's or Association's knowledge of its occurrence, consult with the employee's immediate supervisor. Business days are defined as Monday through Friday, excluding City-observed holidays.

Step 2 - Shift Commander or Shift Supervisor (Written)

If settlement is not reached in Step 1, the employee and/or Association may submit the grievance in writing within seven (7) business days thereafter to the Shift Commander or Shift Supervisor. The Shift Commander or Shift Supervisor shall within seven (7) business days give his reply in writing.

Step 3 - Police Chief

If the grievance is not resolved at Step 2, the Association may, within seven (7) business days of that answer, submit the grievance (in writing) to the Chief of Police or the person acting on his behalf (in his absence). If requested by either party, a meeting may be called to discuss the grievance at this step in an attempt to resolve the grievance. The Chief of Police or the person acting on his behalf, shall within seven (7) business days from the date the grievance was submitted to his office or seven (7) business days from the date a meeting was held at his step, give a written response to the grievance.

Step 4 - Human Resources

If settlement is not reached at Step 3, the matter may, within seven (7) business days be submitted (also in writing) to Human Resources. If requested by either party, a meeting may be called to discuss the grievance at this step in an attempt to resolve the grievance. Human Resources shall issue a written response within seven (7) business days from the date the grievance was

submitted to his office or seven (7) business days from the date a meeting was held at his step.

Step 5 - City Manager

If settlement is not reached at Step 4, the matter may within seven (7) business days be submitted (in writing) to the City Manager. A meeting between the parties involved will take place within fifteen (15) working days of the City Manager's or his designated representative's receipt of the grievance. The City Manager shall issue a written response within seven (7) business days from the date of the meeting.

Step 6 - Arbitration

If settlement is not reached at Step 5, the Association 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) business days of receipt of the written response from the City Manager. The arbitration proceedings shall be conducted according to the rules of the American Arbitration Association.

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 of 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

The Award of the arbitrator shall be binding on the Association, its members, including the grievant, and the Employer and the Employer's agents.

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

ARTICLE 19 - 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. No employee shall be discharged or suspended without just cause.

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.

B. 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.

C. 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.

D. Disciplinary Steps

Disciplinary action taken should be corrective and not punitive. To this extent and where applicable to fit the severity and repeat nature of the offense, the following provisions will serve as guidelines:

1. Verbal reprimand reduced to writing
2. 1st written warning
3. 2nd written warning with or without suspension less than three (3) days
4. 3rd written warning - minimum three (3) day unpaid suspension
5. Written report and possible discharge.

E. Major Offenses

The purpose of the following list of actions is to define what constitutes major offenses in determining disciplinary action. Major offenses will usually justify summary discharge without the necessity of prior warning or attempts at corrective discipline. This list of actions below is not intended to be all inclusive.

1. Drinking intoxicating beverages, or the use of illegal drugs on the job, or arriving on the job under the influence of such intoxicating beverages or illegal drugs.
2. Three successive days of unexcused absenteeism without reasonable excuse.
3. Insubordination.
4. Willful and wanton neglect of lawful duty.

5. Theft or intentional destruction of City property.
6. Serious safety violations.
7. Physical violence or intimidation including racial or sexual harassment.
8. Falsification of information on job applications, time records or other City, records.
9. Felony offense. Upon being charged, possible suspension with, or without pay.

ARTICLE 20 - WORKING HOURS

A. **Shift Schedule.** The parties recognize the shift schedule contained in this agreement may need to be modified to carry out the mission of the department. If operational or practical difficulties arise from these changes, either party reserves the opportunity to request a Special Conference to work out the problem and arrive at a workable schedule. Postings will be made available every three (3) months thereafter. The Employer retains the right to return to postings every four (4) months, with 30 days' notice to the union.

B. **Second Shift Premium.** Employees who work on the second shift shall receive, in addition to their regular pay for the pay period, $.55 per hour. The Employer reserves the right to set regular work hours for the purposes of this contract.

C. **Third Shift Premium**. Employees who work on the third shift shall receive in addition to their regular pay for the pay period, $.60 per hour.

D. **Determination of Shift Premium**. An employee's shift premium compensation shall be determined by the hours actually worked on the second and third shift. Split shift will be eligible for second shift premium compensation for hours actually worked after 4 p.m. In the event an employee's working hours are temporarily changed to a shift where they would receive a lower shift premium or no shift premium (when the change is requested by the Employer), they will be paid the shift premium rate they would have been entitled to on their regularly scheduled shift. Shift premium applies to all employees.

An employee who normally works a shift that pays a shift premium will receive the premium on the hours actually worked. Shift premium will also be included in the employee's regular rate for purposes of calculating overtime. When employees on second or third shift are requested to work overtime hours at the end of their normal shift, the overtime hours will include

the third shift premium for the hours actually worked. First shift employees will not receive the shift premium when they work overtime hours as a part of their regular shift. Employees who work a shift other than their normal shift at the Employer's request, will be paid the shift premium for the shift actually worked, or their normal shift rate, whichever is higher.

E. **Cell Phone.** Duty Detectives and Medical Examiner Investigators, who, as part of their duties, must carry a cell phone while off duty, will be granted 6 hours additional vacation for each week they are on call.

F. **Sunday Premium.** Employees scheduled for work on Sunday will receive a prorated vacation day on the basis of one (1) additional hour per eight (8) hours. This benefit shall not be calculated on a premium basis. Any hours worked less than 7 3/4 in a day shall be prorated.

G. Shift Hours - 8 Hour Shifts

First Shift:	7:00 A.M. - 3:00 P.M.
	8:00 A.M. - 4:00 P.M.
	9:00 A.M. - 5:00 P.M.
Second Shift:	3:00 P.M. - 11:00 P.M.
	4:00 P.M. - 12:00 A.M.
Third Shift	11:00 P.M. - 7:00 A.M.
	12:00 A.M. - 8:00 A.M.

Shift Hours - 10 Hour Shifts

First Shift:	6:30 A.M. – 4:30 P.M.
Second Shift:	4:00 P.M. - 2:00 A.M.
Third Shift:	9:00 P.M. – 7:00 A.M.
Split Shift:	11:00 A.M. – 9:00 P.M.

These 10 hour shifts apply to the Road Patrol/Uniform Division only. Shift hours listed above shall not be changed unless agreed upon by the Employer and the Association; however, the Employer reserves the right to adjust temporarily employees' hours when a need is determined to carry out the mission and function of the department.

H. **Breaks.** Employees working an 8-hour shift may take two paid 15 minute breaks or one paid 1/2-hour break during their shift.

Employees working a 10-hour shift may take two twenty (20) minute breaks or one paid 40- minute break during their shift.

Employees working a 7.75-hour shift may take two paid 15-minute breaks and one unpaid 15-minute break during their shift.

I. **Support Staff Hours.** 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. The Parking Enforcement/Police Support Officer will work an 8-hour shift.

Shift Hours - Support Personnel

First Shift:	7:00 A.M. - 3:00 P.M.
(No Premium)	8:00 A.M. - 4:00 P.M.
	8:30 A.M. – 4:30 P.M.
	9:00 A.M. - 5:00 P.M.
Second Shift:	4:00 P.M. - 12:00 A.M.
Third Shift:	12:00 A.M. - 8:00 A.M.

J. **Callback.** An employee called back shall be guaranteed at least two (2) hours pay at the rate of time and one-half, including court time, except when an employee is required to work for a period of time two (2) hours or less, immediately prior to their regular shift, then the employee will be paid for the time actually worked at the rate of time and one-half (1 1/2X).

K. **Two-Man Cars and Minimum Staffing.** There will be two (2) two-man cars on duty during the hours from 9 pm to 7 am, except when only three officers 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;

Minimum Staffing

2:00 a.m. - 9:00 p.m. three (3) officers available for patrol duty.

9:00 p.m. - 2:00 a.m. four (4) officers available for patrol duty.

ARTICLE 21 - 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.

An overtime sheet will be posted showing the employee's name. Employees who are willing to work will have the opportunity to sign the posting and mark whether he/she wishes to work the overtime or not.

The Chief or his/her designee will determine the employee with highest seniority and lowest amount of scheduled overtime hours.

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 are subject to review at the end of each period.

An employee is ineligible for overtime, voluntary and mandatory, that occurs while the employee is on vacation or other approved leave. This includes vacation time taken in conjunction with scheduled time off.

Mandatory Overtime

1. At the beginning of each calendar year, the Employer will compile a mandatory overtime list which will include the names of all uniformed officers by department-wide seniority.
2. In the event of an unforeseen or unscheduled staff shortage, the "short shift" will first be filled with available volunteers. In the event of a conflict, the employee with the most department-wide seniority, regardless of rank, will be granted overtime.
3. In the event no one volunteers, the police officer with the least amount of department-wide seniority will be mandated to hold over. The officer who is held over will be credited on the mandatory overtime list; listing the date and reason for the occurrence.
4. Subsequent occurrences of mandatory overtime will then move up the list to the next available officer with the least department-wide seniority. All subsequent occurrence will continue in this manner until all police officers have been credited with an occurrence of mandatory overtime. Once all police officers have been credited with mandatory overtime, the process will start over with the police officer

with the least amount of department-wide seniority mandated to hold over.

5. Volunteer hours will not be credited as an "occurrence" on the mandatory overtime list. An occurrence is defined as one instance of mandatory overtime, regardless of the number of hours worked.
6. Available employees are those working the shift prior to the shift that has the unscheduled vacancy.
7. This listing will be renewed on January 1 of each year (i.e., all employees will have zero credited occurrences at the start of each calendar year).

ARTICLE 22 - LEAVES OF ABSENCE

Association Business

Leaves of absence, without pay, for a period not to exceed six (6) months, will be granted, in writing, without loss of seniority for serving in any elected or appointed position of the Association. Employees electing this option must substitute accrued vacation, holiday, compensatory, and personal time at the beginning of the leave for the normal number of hours they work per week until the benefits are exhausted.

A member of the Association selected to attend a function of the Association shall be allowed time off with loss of pay to attend; except as per Article 4, sub (A).

Military Leave

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

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 for a maximum of two weeks per year and one weekend a month, provided proof of service and pay is submitted. Active duty which extends beyond the two (2) week per year provision will be subject to the Military Leave Act as provided in the City's policy.

Family and Medical Leave Act (FMLA)

The City shall comply with the provisions of the Family and Medical Leave Act as amended, and City FMLA policy.

Unpaid Leaves of Absence

Upon exhaustion of the twelve weeks allowed under the Family and Medical Leave Act, a request for an unpaid leave for up to an additional nine months for the following two reasons may be made.

1. Employee's serious health condition;
2. For the need to care for a child, spouse or parent (but not parent-in-law) of the employee who has a serious health condition.

Once an employee is on an unpaid leave of absence beyond the twelve weeks allowed under the FMLA, the following conditions shall apply:

1. Employees will be offered COBRA coverage for their health insurance and the option to continue their life insurance premiums at their own expense while they are on approved, unpaid leave of absence.
2. For leaves for the need to care for a child, spouse or parent (but not parent-in-law), the employee must use all accrued vacation and any personal, holiday or compensatory time upon the completion of the initial twelve-week leave.
3. For leaves for the employee's serious health condition, the employee must use any remaining sick leave and all accrued vacation and any personal, holiday or compensatory time upon the completion of the initial twelve-week leave.

Once an employee exhausts all sick leave benefits (as appropriate), accrued vacation, holiday and any personal or compensatory time and is no longer receiving a paycheck from the City, all benefits will be suspended including accrual of any leave time, holiday pay and pension service credit while on leave of absence.

General Provisions

1. Employees shall accrue seniority while on an approved leave of absence granted by the provisions of this Agreement. Employees on an approved leave of absence shall be returned to the position they held at the time the leave of absence commenced, or to a position to which their seniority entities them.
2. Employees may not take time off from work which is not authorized by the terms of this Agreement, except by mutual agreement of the parties involved.

ARTICLE 23 - RATES OF PAY/CLASSIFICATIONS

A. **Job Descriptions.** The Employer shall maintain job descriptions for all classifications covered by this Agreement. The Employer shall continue the practice of providing the Association Steward with a copy of the job description for their review.

B. **Rates for New Classifications.** When a new classification is created, the Employer will notify the Association of the classification and rate structure prior to its becoming effective. In the event the Association does not agree that the classification and rate are proper, it will provide notice within thirty (30) calendar days and shall be subject to special conference.

C. **Rates for Employees**. The Employer shall pay new employees in the Police Department in accordance with the following schedule:

Patrol Officer Wage Rates

0-6 Months	75% of Top Patrol Officer Wage in Effect
7-12 Months	80% of Top Patrol Officer Wage in Effect
1-2 Years	85% of Top Patrol Officer Wage in Effect
2-3 Years	90% of Top Patrol Officer Wage in Effect
Over 3 years	100% of Top Patrol Officer Wage in Effect

Clerical Dispatcher & Police Support Officer Wage Rates

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

Officer Wage Rates. Pay for "Officer" classifications shall be based on the following (in each year)"Percentages" (using the top patrol officer wage as 100%):

1. Corporal - 106.50%
2. Sergeant - 112.50%
3. Lieutenant - 121.50%

Temporary Assignments. A patrol officer 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 their prevailing rate of pay.

ARTICLE 24 - TIME AND ONE-HALF

Time and one-half will be paid as follows: For employees on a seven and three-quarter hour (7 3/4) shift, time and one-half (1 1/2) shall be paid for all hours over seven and three-quarters in one day and 38 3/4 in one week; for employees on an eight hour shift, time and one half (1 1/2) shall be paid for all hours over eight (8) in one day and 40 in one week; and for employees on a ten (10) hour shift, time and one half (1 1/2) shall be paid for all hours over ten (10) in one day and 40 in one week.

ARTICLE 25 - 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, 1996-97 and 1997-98, 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 26 - EDUCATIONAL INCENTIVE

An educational incentive of $350/year shall be paid for an employee who possesses a Master's Degree; $250/year shall be paid for an employee who possesses a Bachelor's Degree; and

$150/year shall be paid for an employee who possesses an Associate's Degree.

Payment shall be made on the first pay period in December of each year. In order to receive the educational incentive, a copy of the diploma confirming the degree must be provided to Human Resources prior to December 1 to qualify for the incentive. Proof of degree need only be provided once.

ARTICLE 27 - LONGEVITY

The employees 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:

Years of Service	
5 Yrs. Through 9 Yrs.	$310.00
10 Yrs. Through 14 Yrs.	$340.00
15 Yrs. Through 19 Yrs.	$370.00
20 Yrs. Through 24 Yrs.	$400.00
25 Yrs. Through 29. Yrs.	$430.00
30 Yrs. And Over	$460.00

Employees who retire or resign, who have not received their longevity pay for the anniversary year, shall receive a prorated amount of said pay at the time of retirement or resignation.

Employees who are on Workers' Compensation shall receive longevity while on Workers' Compensation as long as they are drawing at least a partial City paycheck.

ARTICLE 28 - UNIFORM MAINTENANCE ALLOWANCE

Each employee, including probationary employees, covered by this Agreement, without exception, shall receive a $25/pay period ($650 per year) uniform maintenance allowance. This allowance will be taxable income to the employee. The Detective Bureau shall receive the sum of $500.00 per year in addition to the uniform maintenance allowance.

ARTICLE 29 - PERSONAL DAYS

Effective January 1, 2009, and annually thereafter on the employee's anniversary date (date of hire), all employees will be provided 30 hours of personal leave time to be used by their

next anniversary date (date of hire).

Personal time must be used during the anniversary year, may not be converted to pay, or carried over. Normally personal time must be approved at least twenty- four (24) hours in advance of its use, except in cases of emergency or unusual circumstances. In the event such emergencies or circumstances are claimed, the employee may be required to provide details necessitating such use of time off. In the case of the death of an employee while still employed, a final payment of 100% of accumulated personal leave will be made to the employee's personal estate.

ARTICLE 30 –SECTION 125 EMPLOYEE BENEFIT PLAN

The City will adopt an employee benefit plan whereby employees may elect to reduce their regular compensation in exchange for reimbursement of certain expenses payable with pre-tax dollars under Section 125 of the Internal Revenue Code.

The plan shall offer reimbursement of any eligible medical expense and qualified dependent care expenses to the extent elected by the employee. Employees may carry over balances in their account, subject to IRS regulations.

ARTICLE 31 - COMPUTATION OF BENEFITS

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

ARTICLE 32 - VACATION ELIGIBILITY

Accruals. Vacation with pay will accrue per pay period based upon anniversary date (most recent date of hire) according to the following schedule:

EMPLOYMENT	AMOUNT	HOURS/PAY PERIOD	
		80 Hours	77.5 Hours
Beginning yr 1	5 days vacation	1.5385	1.4904
Beginning yrs 2-5	10 days vacation	3.0770	2.9808
Beginning yrs 6-9	13 days vacation	4.0000	3.8750
Beginning yrs 10-13	16 days vacation	4.9231	4.7693
Beginning yrs 14-17	18 days vacation	5.5385	5.3654
Beginning yrs 18-20	20 days vacation	6.1539	5.9616
Beginning yr 21	21 days vacation	6.4616	6.2597
Beginning yr 22	22 days vacation	6.7693	6.5577
Beginning yr 23	23 days vacation	7.0770	6.8558
Beginning yr 24	24 days vacation	7.3847	7.1539
Beginning yr 25	25 days vacation	7.6924	7.4520
Beginning yr 26	26 days vacation	8.0000	7.7500
Beginning yr 27	27 days vacation	8.3077	8.0481
Beginning yr 28	28 days vacation	8.6154	8.3462
Beginning yr 29	29 days vacation	8.9231	8.6443
Beginning yr 30	30 days vacation	9.2308	8.9424

Note: The number of days listed above is illustrative and is based on an eighty-hour or seventy-seven and ½ hour pay period. For purposes of calculating vacation, the number of pay periods is 26.

Vacation Caps. All members' vacation will be capped at 400 hours on the first day of October of each year while the contract is in effect. Hours in excess of the cap on this date will be paid out during the first pay period in October.

Guidelines for Time Off. Time off will be granted at such times during the year as requested by the employee, within the following guidelines:

A. Employees are encouraged to use a minimum of three (3) days' vacation at one time; however, requests for less than three (3) days may be granted at the discretion of the Chief or his designee. For the purposes of this Agreement, three days means consecutive work days. Work days that occur immediately before and after scheduled days off will be considered consecutive work days.

B. There will be no one day vacations unless in case of an emergency.

C. A time off slip for three (3) days or more will be turned in at least 72 hours in advance of the requested time off.

Approval of Requests. Only the Chief of Police, Captain of Patrol Operations, Captain of Detectives or the Shift Supervisor can approve time off requests for their shift.

A. For the first shift, only one officer is permitted to be on time off at one time. For both the second and third shifts, one command officer and one patrol officer are permitted to be on time off at the same time unless minimum staffing levels are not met. Additional officers may be granted time off with the approval of the Chief or his designee.

B. In the Detective Division, time off will be granted at the discretion of the Detective Captain.

C. If a time off request is submitted less than 72 hours prior to the requested time off, the requesting employee will seek approval in the following order: first, the Shift Lieutenant; or second, one of the Captains. If they cannot be reached, the Chief of Police or the Duty Officer can be contacted for emergency requests only.

D. For all clerical support personnel, no more than one employee may be off on vacation at a time.

Time Off Preference. 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 time off. Bumping by Command Officers will be by rank. Bumping by patrol officers and non-sworn personnel will be by seniority.

General Provisions

A When a holiday is observed by the Employer during scheduled time off, the employee will receive 7.75, eight (8) or ten (10) hours of regular pay (and take the day off), instead of using 7.75, eight (8) or ten (10) hours of time off.

B. Time off may not be waived by an employee and extra pay received for work during that period.

C. Employees shall not work any overtime while on time off or compensatory time off with the exception of scheduled court appearances or mandatory training.

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

E. Time off may be rescheduled due to leaves of absence or sick leave, when the time off adversely affects the number of police officers on any shift.

F. Training days may be treated as time off days for all shifts. Additional time off may be granted if sufficient staffing is available as determined by the Chief of Police or his designee.

G. If an employee is laid off, retires or voluntarily resigns his employment, he will receive payment for all vacation hours and compensatory time at the time of termination at his hourly rate in effect at the time of termination.

H. Employees will be paid their current base rate for vacation hours.

ARTICLE 33 - SICK LEAVE

A. Accrual. All employees working 80 hours a pay period shall accrue 3.6924 hours per pay period (based on 26 pay periods), beginning on the first day of employment (1 day per month). Employees working a 77.5-hour pay period will accrue at 3.5769 hours per pay period (based on 26 pay periods), beginning on the first day of employment (1 day per month).

B. Notification. Employees utilizing sick leave must notify the person working the dispatch desk prior to the start of their shift but with as much notice as practicable to properly plan and staff the shift.

C. Sick Leave Abuse. The Employer will notify the Employee if it suspects abuse of sick leave. Thereafter, the Employer will take appropriate actions regarding the Employee's use of sick leave. Employees who exceed the number of sick time hours available to them may be subject to progressive discipline.

Should the Employee disagree with the Employer's determination, a special conference will be held and if the matter is not resolved at such meeting it may be submitted directly to Step 4 in the grievance procedure.

D. Return to Work Certificate. An Employee may be required to furnish a physician's certificate before returning to duty whenever three (3) or more consecutive sick leave days are claimed. Employees failing to provide required medical certification shall not be permitted to return to work, be entitled to paid sick leave, or use other benefit time such as vacation, sick or personal time, and said days shall constitute unexcused absence. Employees off with a physician's certificate must return with a physician's certificate.

E. **Payment Upon Termination.** One half of unused sick leave days (up to the cap) will be paid upon severance of employment with the Employer as long as the employee has 10 years or more of seniority. Upon the death of the employee, one half of their 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 continuously employed for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

Payment of sick leave benefits shall be made at the employee's hourly rate in effect at the time of retirement, death or voluntary separation.

F. **Illness of Dependents.** Employees may use four (4) days of sick leave per calendar year for the illness of a dependent child, spouse, or dependent member of the employees' household as defined by the IRS. These days do not accumulate and the employee must document their use on the time sheet. A doctor's slip may be required for use on the fourth day.

G. **Sick Leave Caps.** The employee's sick leave bank for pay out purposes is limited to 50% of 1800 hours (900 hours pay) although sick leave may still be accumulated beyond 1800 hours.

ARTICLE 34 - HOLIDAY PROVISIONS

The paid holidays are designated as:
New Year's Eve
New Year's Day
Presidents' Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

If a holiday falls on a regularly scheduled day off, the employee will have an equivalent number of hours added to their holiday bank.

Effective July 1, 2009 all employees' holiday banks will be capped at 200 hours. All employees whose holiday banks exceed 200 hours as of October 1st each year will have the excess hours transferred to their vacation bank up to the amount of their vacation cap. To the extent the

transferred hours exceed the employee's vacation cap, the excess hours above the vacation cap will be transferred to the employee's compensatory time bank. To the extent the transferred hours exceed the compensatory time cap, the hours will be paid out in cash.

Working hours on holidays for Lieutenants, Detectives, officers on special assignments and non-sworn employees will be at the discretion of the Chief of Police. Notification of the hours to be worked or day off will be given at least thirty (30) days in advance of the holiday.

Double time and one-half (2 1/2) shall be paid for all hours worked on holidays that are defined above.

Employees will be paid for holidays during their probationary period.

ARTICLE 35 - FUNERAL LEAVE

An employee shall be allowed five (5) working days with pay as funeral leave, for the purpose of making arrangements or attending a funeral for a death in the immediate family defined as the Employee's spouse or qualifying dependent as defined by the IRS.

Others as defined herein shall be allowed up to three (3) days for funeral leave: Mother, Father, Brother, Sister, Mother-in-Law, Father-in-Law, Grandparents, Grandparents-in-Law, Grandchildren, Brother-in-Law, Sister-in-Law, Step-Father, Step-Mother, or a member of the employee's household as defined by law. For Aunts or Uncles of the employee, one day shall be allowed to attend the funeral.

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 Association President or his/her designee, shall be allowed to attend the funeral with pay, in the event of a death of a member of the Association who is a member of the bargaining unit.

Upon return from a funeral leave, employees shall be required to provide the name, relationship, and location of the individual for whom funeral leave was requested.

ARTICLE 36 - JURY DUTY

An employee who reports for jury duty will be paid his regular rate of pay for all hours spent at jury duty. Employees serving on jury duty will turn the check from the Court system over to the City and will not suffer a reduction in pay as the result of time spent at jury duty. An employee may be required to provide documentary proof of the actual number of hours that his presence was required by the Courts.

ARTICLE 37 - WORKERS' COMPENSATION (ON-THE-JOB INJURY)

The Employer shall pay for all work-related injuries (workers' compensation costs) without charging an employee's sick leave for eighty (80) working hours.

FMLA and Workers' Compensation leave can run together, provided the reason for the absence is due to a qualifying serious illness or injury. The Employer will notify the employee in writing that the leave will be counted as FMLA leave.

At no time shall the employee receive more compensation than his regular rate of pay.

ARTICLE 38 - HEALTH/DENTAL/VISION /PRESCRIPTION DRUG COVERAGE

A. General Provisions

1. "Eligible Employees" for purposes of this Article 38 are regular full-time employees. Coverage will commence for Eligible Employees and their eligible dependents on the first of the month following the date of hire or the first day of the month following the closing of an open enrollment window. An employee remains an "Eligible Employee" in the event the employee is absent as a result of any leave of absence, injury or illness, or while the employee is laid off for a maximum of a twelve-week period.

2. To receive insurance coverage, an Eligible Employee must make proper application with the Employer, and must keep the Employer informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status. The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier(s) following notification of such change by the Employer (or the employee's eligibility date, if later).

3. Unless otherwise specified, "insurance coverage" for purposes of this Article 38 means health and hospitalization insurance, dental insurance, vision coverage, and prescription

drug coverage offered by the Employer. For purposes of this Article, "health coverage" refers to health, hospitalization and prescription drug coverage only.

B. Employee Premium Contribution

1. For plan coverage years beginning on or after July 1, 2013, the Employer shall comply with the annual cost limits by coverage level provisions of Public Act 152 of 2011 (PA 152), excluding vision and dental premiums.

2. If in plan coverage years beginning July 1, 2018, through the life of this contract the City Commission elects to implement section 4 of PA 152, the bargaining unit has the option of reducing the cost of health coverage by a corresponding reduction in benefits. The bargaining unit may pay any required premium costs through a pre-tax payroll deduction.

3. If in plan coverage years beginning July 1, 2018, through the life of this contract, any other bargaining unit of the City bargains a health insurance plan with different benefit levels or required employee contributions, this bargaining unit will be offered the option to enroll in the same plan during any regular or "special" open enrollment window.

The Employer may aggregate the employees' share of total annual costs as it sees fit.

C. "Core", "Buy-Up" and "Buy-Down" Plans; Health Reimbursement Arrangement

The Employer agrees to offer a Core plan of benefits as outlined in the Benefits-at-a-Glance and plan documents. The Employer shall also offer a Buy-Up Plan and a Buy-Down Plan in addition to the Core Plan as insurance coverage options to Eligible Employees in the bargaining unit. Each Eligible Employee shall make an annual election of coverage on a date established by the Employer, choosing the Buy-Up Plan, Core Plan, or Buy-Down Plan. An Eligible Employee who fails to make a timely election will be covered by the Core Plan.

Eligible Employees who elect to participate in the Buy-Up Plan for insurance coverage will pay a portion of the premium(s) equal to the difference between the Core Plan aggregated monthly premium rates and fees paid by the Employer (subject to the applicable caps set forth by PA 152 and amended each year by the State Treasurer) and the Buy-Up Plan aggregated monthly premium rates established by the insurance carrier(s). The employee's payment will be paid by payroll deduction. The employee may elect to make such payment on a pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer.

For Eligible Employees who elect to participate in the Buy-Down Plan for insurance coverage, the Employer will establish a Health Reimbursement Arrangement (HRA). The Employer will monthly contribute to the HRA amounts equal to the difference between the Core Plan aggregated monthly premium rates and fees paid by the Employer (subject to the applicable caps set forth by PA 152 and amended each year by the State Treasurer) and the Buy-Down Plan aggregated monthly premium rates established by the insurance carrier(s). The HRA funds shall be administered by a third-party administrator determined by the Employer. As governed by the HRA plan document, the HRA funds will be available for the employee to offset eligible health care expenses in accordance with IRS rules while the employee is employed by the Employer or upon retirement with at least 15 years of employment with the Employer. Unused HRA funds may be rolled over from plan year to plan year. In the event an employee's employment is terminated in a manner other than retirement, any unused HRA funds will be forfeited to the Employer. The costs associated with establishing the HRA shall be included in the caps established by law, including the ongoing monthly administrative costs of the HRA. Retirees will be invoiced for the monthly administrative fee during the employee's retirement until the funds are exhausted.

The Employer further agrees to purchase a plan and self-fund the difference between the deductible and co-pays of the purchased plan and the deductible and co-pays of the Core Plan outlined in the Benefits-at-a-Glance and plan documents. The Employer will pay that portion of the premium and fees that is at or below the statutorily established maximums for public employers. Employees will be required to pay any health coverage premium that exceeds the caps through automatic payroll deduction. The employee may elect to make such payment on a pre-tax basis by funding the payment through the Section 125 cafeteria plan offered by the Employer.

E. <u>Coverage Upon Retirement</u>

The Employer shall pay a maximum of $250.00 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. (This benefit applies to Unit 1).

The Employer shall pay a maximum of $310.00 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. (This benefit applies to Unit 2).

Payments can be used for payment of premiums (yearly maximum of $3,000 for Unit

1/$3,720 for Unit 2) to other health insurance carriers if the City is supplied proof of the insurance premium payments by the retired employee until the retiree reaches his 65th birthday.

Employees who are hired after August 6, 2013, are not eligible for City retiree health coverage or any Employer contribution upon retirement. Employer agrees to establish an employee-funded Health Care Savings Plan (HCSP) through MERS for all bargaining unit employees. This plan can be used for all eligible post-retirement health care expenses.

Under the provisions of this article, any employee who is married to another City employee must hold his or her own policy upon retirement in order to qualify for the monthly Employer contribution.

F. <u>Coverage Opt-Out</u>

1. Employees who would be considered Eligible Employees but are covered by their spouse's insurance program may elect not to participate in Employer's insurance coverage during the annual enrollment period. Cash in lieu of benefit payments shall be paid to employees who are eligible in the amount equal to 50% of the single subscriber premium rates for the Core Plan (based on the aggregated state "cap" for single coverage plus vision/dental insurance) in effect at the time of payment (subject to required state and federal taxes) beginning the 1st pay period after July 1, as stated in the Section 125 Plan document. Such cash in lieu of benefit payments will be made each pay period that the employee opts out of Employer insurance coverage.

2. Employees shall provide proof of insurance coverage to the Employer to justify the payments. Alternate insurance coverage must meet the affordability and minimum essential coverage requirements defined under the Affordable Care Act (ACA).

3. Employees opting out of Employer insurance coverage will be budgeted for insurance coverage as if the employee had not opted out of the health insurance coverage. Any cost savings associated with these additional opt outs will be dedicated to fund the Employer's unfunded accrued benefit liability. If the employee later revokes the waiver of coverage, reinstatement of coverage may be contingent upon such limitations and restrictions as the insurance carrier(s) may prescribe.

ARTICLE 39 - LIFE INSURANCE

A. The Employer agrees to pay the full premium of a term life insurance plan for each employee, face value of $25,000, while employed.

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

ARTICLE 40 – PENSION

Act 345

All Sworn 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.

Effective upon signing of the contract, straight life pension equals 3.0% of 3- year average final compensation times the first 25 years of service plus 1.5% times years of service in excess of 25 years, to a maximum of 80%. The employee's contribution shall be increased from 5% to 6%. The Employer agrees that the employees' increased contribution (from 5% to 6%) will not reduce the Employer's required contribution.

Final average compensation is defined as the highest 3 consecutive years' compensation during the employee's final 10 years of employment with the City of Marquette.

Current employees are subject to a cap of up to a maximum of 1,980 hours of accrued time off (sick, vacation, holiday and compensatory time) to be counted towards their final average compensation (FAC 3). Hours in excess of 1,980 will be paid out but will not count towards final average compensation.

New employees hired after August 6, 2013, are subject to a cap of up to a maximum of 1,000 hours of accrued time off (sick, vacation, holiday and compensatory time) to be counted towards their final average compensation (FAC 3). Hours in excess of 1,000 will be paid out but will not count towards final average compensation.

Notwithstanding any other provisions 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 service connected duty disability pension 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.

PUBLIC ACT 345 ANNUITY WITHDRAWAL

1. Employees in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

2. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.

3. A member wishing to elect this option must make written application to the Act 345 Pension Board no later than one hundred twenty (120) days prior to the effective date of his retirement.

4. The Pension Board shall issue the members annuity payment within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.

5. The parties agree that one (1% percent above the rate of interest used for actuarial evaluation purposes is to be used for employee annuity withdrawal benefit. This option is only available for a regular retirant pension at age 50 with 25 years of service. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.

6. An employee electing annuity withdrawal shall have the option to defer receipt of the withdrawal amount for up to one (1) year from the effective date of their retirement. However, notice of such election must be made at the time of employee's original retirement application.

MERS

All full-time, non-sworn personnel will be covered under the Municipal Employees Retirement System (MERS) B-4 - 80% maximum, V-10, F50(25), FAC-3, E-2 rider. Effective October 1, 2017, the employee's contribution shall be 6%.

Current employees are subject to a cap of up to a maximum of 1,980 hours of accrued time off (vacation, holiday and compensatory time) to be counted towards their final average

compensation (FAC 3). Hours in excess of 1,980 will be paid out but will not count towards final average compensation.

All employees hired after August 6, 2013, will be placed in a division linked to division 91 of the MERS Defined Benefit Plan with the following benefits:

1. Plan B-3, V-10, F55-25, FAC 3, and E-2. Effective October 1, 2017, the fixed employee contribution rate will increase from 5% to 6%.

Final Average Compensation (FAC) will be based on the employee's three consecutive highest years' earnings. The maximum amount of accrued, paid leave (vacation, holiday, compensatory) counted in the FAC (3) period will be 1,000 hours. Hours in excess of 1,000 will be paid out but will not count towards final average compensation.

The Employer agrees that the employees' increased contribution (from 5% to 6%) will not reduce the Employer's contribution. The Employer will provide the Association with a copy of the pension provisions specified in the two plans above.

ARTICLE 41 – DIRECT DEPOSIT

All employees shall utilize direct deposit for payroll purposes. The Employer reserves the right to distribute Notices of Deposit electronically.

ARTICLE 42 - GENERAL

A. **Uniforms and Equipment.** The City agrees to supply all necessary equipment, including uniforms, so that the employee may perform the duties of his or her job. Types of equipment to be issued to each employee will be determined by the Chief of Police and established by department policy.

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

C. **Female Changing Room**. The Employer agrees to maintain a suitable changing room for female staff.

ARTICLE 43 - DISTRIBUTION OF AGREEMENT

The Employer shall be responsible for retyping the agreement and for distribution to current employees. The Employer will be responsible for providing copies to all new employees.

ARTICLE 44 - 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 Association, 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 45 - TERMINATION AND MODIFICATION

This Agreement shall be effective as of October 1, 2017, and shall continue in full force and effect until September 30, 2021.

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 gives 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 a part of this Agreement without modifying or changing any of the other terms of this Agreement.

D. The Notice of Termination or Modification shall be in writing and shall be sufficient if sent by mail, addressed, if to the Association, to 27056 Joy Road, Redford, MI 48239, and if to the Employer, addressed, c/o City Manager, 300 West Baraga Avenue, Marquette, Michigan 49855, or to any such address as the Association or the Employer may make available to each other.

DATED this 18th day of December, 2017.

CITY OF MARQUETTE

Thomas L. Baldini, Mayor

Kris M. Hazeres, City Clerk

MARQUETTE PROFESSIONAL POLICE ASSOCIATION
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Emil S. Kezerle, Jr.
POAM Business Agent

Craig Marker
MPPA President

John Waldo
Board Member

Yvonne Bonsall
MPPA Vice President

POLICE DEPARTMENT
WAGE SCHEDULE
OCTOBER 1, 2017

HOURLY RATE - 2.0% INCREASE

GROUP	ENTRY	STEP A	STEP B	STEP C	STEP D
Parking Enforcement/Police Support Officer	14.11	15.05	16.03	16.98	18.78
Clerical Dispatcher	16.39	17.49	18.59	19.69	21.88
Patrol Officer	19.35	20.66	21.93	23.24	25.82
Corporal	27.48				
Sergeant	29.05				
Lieutenant	31.35				

Entry	0-6 months
Step A	6-12 months
Step B	1-2 years
Step C	2-3 years
Step D	over 3 years

POLICE DEPARTMENT
WAGE SCHEDULE
OCTOBER 1, 2018

HOURLY RATE - 2.0% INCREASE

GROUP	ENTRY	STEP A	STEP B	STEP C	STEP D
Parking Enforcement/Police Support Officer	14.39	15.35	16.35	17.32	19.16
Clerical Dispatcher	16.72	17.84	18.96	20.08	22.32
Patrol Officer	19.74	21.07	22.37	23.71	26.34
Corporal	28.03				
Sergeant	29.63				
Lieutenant	31.98				

Entry	0-6 months
Step A	6-12 months
Step B	1-2 years
Step C	2-3 years
Step D	over 3 years

POLICE DEPARTMENT
WAGE SCHEDULE
OCTOBER 1, 2019

HOURLY RATE - 2.0% INCREASE

GROUP	ENTRY	STEP A	STEP B	STEP C	STEP D
Parking Enforcement/Police Support Officer	14.68	15.66	16.68	17.67	19.54
Clerical Dispatcher	17.05	18.20	19.34	20.48	22.77
Patrol Officer	20.13	21.49	22.82	24.18	26.87
Corporal	28.59				
Sergeant	30.22				
Lieutenant	32.62				

Entry	0-6 months
Step A	6-12 months
Step B	1-2 years
Step C	2-3 years
Step D	over 3 years

POLICE DEPARTMENT
WAGE SCHEDULE
OCTOBER 1, 2020

HOURLY RATE – 2.0% INCREASE

GROUP	ENTRY	STEP A	STEP B	STEP C	STEP D
Parking Enforcement/Police Support Officer	14.97	15.97	17.01	18.02	19.93
Clerical Dispatcher	17.39	18.56	19.73	20.89	23.23
Patrol Officer	20.53	21.92	23.28	24.66	27.41
Corporal	29.16				
Sergeant	30.82				
Lieutenant	33.27				

Entry	0-6 months
Step A	6-12 months
Step B	1-2 years
Step C	2-3 years
Step D	over 3 years

R. BLAKE RIEBOLDT
Chief of Police

300 W BARAGA AVENUE
MARQUETTE MI 49855
(906) 228-0400

MICHAEL LAURILA
Captain of Patrol Operations

MICHAEL J. KOHLER
Captain of Detectives

LETTER OF AGREEMENT
BETWEEN
THE CITY OF MARQUETTE
AND
THE MARQUETTE CITY POLICE ASSOCIATION

The parties have agreed to modify language in the union contract as it pertains to **Article 20-Working Hours, Paragraph D, Determination of Shift Premium.** Effective with the signing of this Letter of Agreement, the following shall apply to 7.75, 8, and 10 hour working schedules:

The sentence *"First shift employees will not receive the shift premium when they work overtime hours as part of their regular shift"* is being removed from the current contract, and replaced with: *"First shift employees will receive the shift premium when they work overtime hours at the Employer's request, or a hold over, as part of their regular shift. Employees who volunteer to work overtime on a shift other than their regular shift, will receive the shift differential associated with that shift".*

All other provisions of this Article remain unchanged. This Letter of Agreement will be implemented during the remaining term of the current labor agreement (October 1, 2017 through September 30, 2021) and may be reviewed by the parties upon written request prior to continuation in future collective bargaining agreements.

For the Employer:

Date: 12/21/17

L. M. Angeli

L. Mike Angeli,
City Manager

Date: 12-21-17

R. Blake Rieboldt,

For the Union:

Date: 12/21/17

Craig C. Marker,
Union President, POAM

Date: 1-10-18

EK

Emil S. Kezerle, Jr.

David Schneidelman - BA