

Aug. 31, 1976

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Menominee, City of

WORK AGREEMENT

between

THE CITY OF MENOMINEE, MICHIGAN

and

INDEPENDENT ASSOCIATION OF POLICEMEN

City Hall  
958 1st Street  
Menominee, Mich.

4985-8

INTRODUCTION

THIS AGREEMENT BETWEEN THE CITY OF MENOMINEE,  
HEREINAFTER REFERRED TO AS THE "CITY" AND THE INDEPENDENT  
ASSOCIATION OF POLICEMEN, HEREINAFTER REFERRED TO AS THE  
"ASSOCIATION" ENTERED INTO THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 1974, SHALL REMAIN IN FORCE UNTIL --  
AUGUST 31ST 1976

ARTICLE I - RECOGNITION

Section 1. Pursuant to and in accordance with all provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Respective Employee's Organization as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, and conditions of employment for the term of this Agreement, of all employees of the Police Department, except Supervisors.

Recognizing Sections 9, 10, and 11, of P. A. 379 Mich. 1965; (17.455 (9) (10) and (11) MSA), declaring it lawful for public employees to join in labor organizations for the purpose of collective negotiations with their public employers through representatives of their own free choice; and declaring it unlawful for a public employer to discriminate in regard to hire terms or other conditions of employment in order to encourage or discourage membership in a labor Organization; and declaring that representatives designated or selected for the purposes of collective bargaining by the majority of the public employees in a unit appropriate for such purposes, shall be exclusive representatives of all the public employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, the employer recognizes the representatives named in this agreement as the exclusive representatives of all of the public employees in such unit, whether or not said employees are member of any Association; provided, however, that this agreement shall not apply to supervisors, nor probationary employees referred to in Article 4, Section 1 of the Agreement.

Section 2. The City has the right to hire, suspend or discharge for proper cause, or transfer, the right to relieve employees because of lack of work and to assign to positions within the confines of this Agreement.

ARTICLE II - ASSOCIATION MANAGEMENT RELATIONS

Section 1. All collective bargaining with respect to wages, hours, working conditions and other conditions of employment shall be conducted by authorized representatives of the Association and authorized representatives of the City.

Section 2. Agreements reached between the parties of this Agreement shall become effective only when signed by the authorized representatives of the parties hereto.

ARTICLE III - SENIORITY

Section 1. All newly hired employees shall be on probation for a period of six (6) months from the date of their employment, during which period such newly hired employees may be disciplined, or discharged.

Section 2. Continued employment beyond the probationary period above noted is hereby defined to be evidence of satisfactory completion of probation.

Section 3. Full-time regular employee is hereby defined as an employee hired to fill a full-time position in the Table of Organization.

Section 4. Part-time regular employee is hereby defined as an employee hired to fill a part-time regular position in the Table of Organization.

Section 5. Full-time seasonal employee is hereby defined as an employee hired to fill a full-time position during the season in which his services are required according to the Table of Organization.

Section 6. Temporary Employee is hereby defined as an employee hired for a period not exceeding six (6) months and who shall be separated on or before the end of said period.

Section 7. All employees are required to submit to the prescribed physical examination.

Section 8. Seniority after continuous employment for six (6) months shall start from the original date of hire.

Section 9. Employer will prepare seniority lists, copies of the same will be posted in appropriate locations in the departments, the same will be amended whenever a change takes place.

Section 10. Any employee desiring to protest their position on the seniority list shall file their protest in writing with the City Clerk within ten (10) days after the posting of said list.

Section 11. The employer honors the seniority principle for all purposes and this principle shall govern in all cases of "Lay-Off" and "Re-Call" and promotions to higher classifications.

Seniority shall be broken for the following reasons:

A. If the employee quits.

B. If the employee is discharged and the discharge is not reversed.

C. If the employee fails to report for work within twenty-four (24) hours after notice to report was sent to his last known address and does not give a satisfactory reason for failure to report.

Section 12. In case of new equipment put into use, the new equipment shall be assigned to the person whose equipment is replaced.

Section 13. All Employees shall be given an opportunity to bid on any opening before any new employee is hired.

Section 14. Job seniority shall be on a departmental basis. New employees or employees transferring from one department to another shall go to the bottom of the seniority list in that department, but retain seniority from date of hire for all fringe benefits.

(ARTICLE IV - USE OMITTED)

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. A grievance of an employee or the Union shall be a Claim, either that a specified provision of this contract has been violated by the employer to their detriment or disadvantage, or that the employer has applied a specific provision of this contract erroneously, arbitrarily or unfairly, or that the employer has violated past practice of department rules.

Section 2. The determination of a grievance which affects other employees in a like manner shall be applied to such other employees in the same manner as the aggrieved employee. Grievance shall not be accepted after thirty (30) days of it's occurrence.

Section 3. A grievance may be filed by th<sup>e</sup> Union on matters effect- it's rights or privileges.

Section 4. The following procedure shall be used in the settle- ment of grievances:

Step 1. The Aggrieved shall notify the Police Chief that he is aggrieved and it shall be the responsibility of the Chief to call a Union Steward. The Union Steward will discuss the grievance orally with the Chief and every attempt will be made to settle the grievance at this step.

Step 2. If no agreement is reached in Step 1., within seven (7) calendar days, the Union may submit the grievance in writing to the Department Head, stating the nature of the grievance. Within three (3) calendar days (excluding holidays and weekends), the Department Head shall submit his position as to said grievance in writing to the Union. The Department Head may hold a meet- ing with Union Representatives during the three (3) days to discuss orally, any matter pertaining to such grievance.

Step 3. The Union may submit the grievance in writing within seven (7) days to the Labor Relations Committee. Said grievance to be filed with the City Clerk. The Labor Relations Committee will hold meetings with rep- resentatives of the Union to discuss the grievance for the purpose of reaching an agreement. If no agreement is reached, the Labor Relations Committee shall, within seven (7) days of their receipt of such grievance, sub- mit their reasons in writing to the Union.

Step 4. Either party to this agreement may submit to arbitration, any unsettled grievance alleging a viola- tion of this agreement. Notice of arbitration must be served within ten (10) days after the date the reasons in step 3. of the grievance procedure as set out above. The notice of arbitration shall clearly state the issue in dispute and set forth any section of this agreement which have been violated.

Section 5. The Arbitration Board shall consist of one (1) repre- sentative of the Employer and one (1) representative of the Union respectively chosen and they shall select one impartial member to represent the public. Should the two (2) members already selected be unable to agree on the selection of the Chairman, the Chairman shall

be selected or appointed by the Michigan State Labor Mediation Board, upon the request of either the employer or the Union or both. Such action shall be permitted if no Chairman is selected at the expiration of a period of five (5) calendar days following their selection. The Board of Arbitration, after hearing both sides of the controversy, shall hand down their decision, in writing, within ten (10) days of their last meeting, to both parties to this agreement and if approved by not less than two (2) members thereof, such decision shall be final and binding on both parties to this Agreement.

- Section 6. The Board of Arbitration shall have no power to add to or subtract from, or modify any terms of the agreement, nor shall they have authority to establish or change any wage rate.
- Section 7. The Employer and the Union shall each bear the expenses of its respective representatives and shall bear equally, the expense of the arbiter.

#### ARTICLE VI - HOURS OF WORK

- Section 1. The members of the Police Department shall be on duty forty (40) hours per week as designated by the Chief of Police.
- Shifts shall provide at least eight (8) hours off duty between shifts, and twelve (12) hours notice shall be given prior to any change in shifts, except in case of emergency.
- Section 2. Overtime or extra hours of work shall be distributed as equally as possible among the employees in their regular department, however, in case any emergency arises the employee who ordinarily performs such work may be called in.
- Section 3. If an employee is unable to report for work at the scheduled time because of illness, he shall notify his superior before the time scheduled to report to work, but in no event later than the same day he was scheduled to report to work. When giving such notice the employee shall specify the reason for his inability to report for work and the probable length of his absence. Failure to report for work for a period of two (2) successive days without proper notice to the employer shall be cause for immediate discharge.

ARTICLE VII - SICK LEAVES

- Section 1. The City of Menominee allows to each full time regular employee, leaves of absence on account of sickness as follows: Five days for each year of service after the first year of service. One day per month after the fourth year of service, accumulative to ninety working days, in all Departments except in the case of the Fire Department.
- Section 2. When such ninety working days shall have accumulated any sick leave time shall be deducted from such accumulated time.
- Section 3. Such sick leave time shall be allowed with full pay for his classification pay for such employee for the following reasons only:
- A. Personal illness of the employee.
  - B. Illness or death in the immediate family including mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother and grandfather of such employee, reasonably requiring the leave of absence of such employee.
  - C. Quarantining of the employee, and if the employee is quarantined in his home, because of quarantine affecting other members of his home then such leave shall apply, provided such quarantine shall have been imposed by the proper health authorities.
- Section 4. In the event any employee is injured while employed by others than the City, no sick leave shall be allowed.
- Section 5. Any individual employee who wilfully violates or otherwise misuses this policy affecting sick leave or who misrepresents any statement or condition as required hereunder, will forfeit all accumulations above mentioned and any further rights under this sick leave policy for one year.
- Section 6. Before any sick leave of absence be allowed, the application therefore shall be certified as allowed by heads of departments: And when such application affects heads of departments such application shall be certified by the Health Officer of the City or the physician attending such employee or officer.
- Section 7. Such sick leave shall be applied entirely separate and distinct from any vacations and shall not accumulate for any vacation purposes.



Section 8. Upon retirement all employees or officers of the City other than members of the Fire Department shall be paid 25% of the unused sick leave at their regular rate of pay.

ARTICLE VIII - LEAVE OF ABSENCE

Section 1. Any employee who is ill and whose claim of illness is supported by satisfactory written evidence shall be granted a sick leave of absence and shall accumulate seniority.

Section 2. Any employee desiring a leave of absence shall apply, to the Police Chief, and if practical thirty (30) days will be granted without the loss of seniority. All leaves of absence shall be in writing, signed by the Police Chief; In the event the leave of absence is refused, the matter may then be taken up through the grievance procedure.

ARTICLE IX - VACATIONS

Section 1. All full-time regular employees of the Police Department are eligible for seven (7) working days vacation after continuous service of one (1) year; fourteen (14) working days vacation after continuous service of three (3) years; twenty-one (21) working days vacation after continuous service of fifteen (15) years.

Section 2. All full-time seasonal employees are eligible for one-half week of paid vacation after two consecutive seasons for period of at least six consecutive months in each season, one week of paid vacation after five consecutive seasons for a period of at least six (6) consecutive months in each season.

Section 3. Preference in the selection of vacation in all Departments shall be governed by Seniority.

Section 4. The third and fourth week of vacation shall be designated as Winter Vacation. The Winter Vacation period shall be that period from November 1st to May 1st inclusive. All Winter Vacations shall be taken during this period, unless otherwise agreed upon by the Department Heads.

Section 5. All employees are expected to take their vacation in the current year but in the event the employee cannot be spared to take a vacation the Employer may extend the vacation period or compensate the employee accordingly.

ARTICLE X - PAID HOLIDAYS

Section 1. The employer will pay one extra day of seven (7) holidays to regular employees of the Police Department at their pro-rata daily basis, for the year beginning September 1, 1974 and will pay one extra day on eight (8) holidays to regular employees of the Police Department at their pro-rata daily hours for the year beginning September 1, 1975. The holiday pay will be paid only provided the employee is listed on the active payroll on the pay period following the holiday and the employee works on the scheduled work day before and the day after the holiday. Paid holidays to be determined by the Department Head and the Bargaining Committee.

ARTICLE XI - INSURANCE

Section 1. The employer will pay the total cost of Michigan Hospital - Michigan Medical Service for all full time employees employed a minimum of nine months per year to cover the total cost of semi-private room for 365 days per year. (MVF-1).

ARTICLE XII - EQUIPMENT FURNISHED BY EMPLOYER

Section 1. The Employer will furnish employees of the Police Department and keep in reasonable repair the following equipment for use in the department: Uniforms, overcoats, caps, Sam Brown Belts, Guns, Holsters and Badges.

ARTICLE - XIII - WAGES

Section 1. Wages shall be detailed in attached Schedule "A" entitled "Table of Organization and Wage Rates".

Section 2. Employees of the Police Department shall be paid at rate of time and one-half for attending schools and meetings not included in the working period.

Section 3. Time and one-half shall be paid any employee for work performed in excess of the weekly hours scheduled. Time and one-half will be paid for call time before 7 A.M.

Section 4. Any employee having completed his day's work and recalled to work shall be paid his regular classification rate at time and one-half.. However, in no case will he be paid less than his straight time equivalent to two hours regardless of the time spent on the job.

Section 5. Double time shall be paid to employees in all Departments after sixteen (16) hours of continuous work.

Section 6. Any regular employee required to work in a classification with a higher rate of pay than his regular classification or in a classification with a lower rate of pay than his regular classification and more than one pay period shall be compensated at the rate of pay for the higher or lower classification whenever thereafter he performs such work.

ARTICLE XIV - LONGEVITY

Section 1. The City will pay longevity benefits of Seven Dollars and Fifty Cents (\$7.50) per year to all full-time regular employees after the fifth year of service. Longevity pay shall be paid by separate check on the first Friday of December.

ARTICLE XV - CHECK OFF

Section 1. The City agrees to deduct from the paycheck of those employees who have signed an authorized payroll deduction card, a sum certified by the Treasurer of the Independent Association of Policemen, which are the Union's monthly dues. Deduction will be made from the payroll period at the beginning of each month and the total dues delivered to the Treasurer of the Association. Deductions from a man's pay will terminate upon his termination of employment.

ARTICLE XVI - WORKING RULES

The "Working Rules" to apply in connection with this agreement shall be as detailed in attached schedule "B" entitled "Working Rules".

ARTICLE XVII - GENERAL PROVISIONS

Section 1. Any employee entering the Army, Navy, Air Force, or Marine Corps on active duty shall upon his return from such service be entitled to re-instatement in his job with pay equal to or better than when he left. He shall suffer no loss of seniority for periods of compulsory military duty or for periods of military reserved training.

Section 2. All transfers between Police and Fire Departments shall be governed in accordance with regulations listed on Pages 281 and 282 of City Council Proceedings, Liber "X".

Section 3. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, or color and that such persons shall receive the full protection of the provisions of this Agreement.

Section 4. The City agrees to permit Association representative to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Section 5. Notice of retirement must be given two (2) weeks prior to actual date of leaving the Department, over and above any accrued vacation time.

Section 6. Should a dispute arise in which the issue is not specifically covered by this Agreement, the parties shall negotiate on the basis of the cooperative spirit of this Agreement. The Association and the City consider themselves mutually responsible to improve the public services through creation of improved employee morals and efficiency.

Section 7. Should any provision of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duation of this Agreement.

ARTICLE XVIII - TERMS OF AGREEMENT

Section 1. This Agreement shall remain in effect from \_\_\_\_\_ and remain in full force and effect until \_\_\_\_\_ and shall automatically be renewed under th same terms and conditions for agreed periods thereafter, unless sixty (60) days prior to April 1st of the year of termination either party shall give the other written notice of its desire to change its provisions or terminate this Agreement. When either party requests such meeting, a meeting shall be held within two (2) weeks after such request is made.

Section 2. This Agreement is complete in writing and shall not be amended, changed, altered or modified except by an instrument in writing, duly signed by the parties hereto.

INDEPENDENT ASSOCIATION  
OF POLICEMEN

FOR THE CITY

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
CITY CLERK

SCHEDULE "A"

TABLE OF ORGANIZATION AND WAGE RATES

POLICE DEPARTMENT		EFFECTIVE SEPTEMBER 1, 1974
POSITION		RATE PER WEEK
CAPTAIN - 0 to 6 Months		\$ 176.74
	After 6 Months	180.71
SERGEANTS 0 to 6 Months		170.08
	After 6 Months	174.08
PRIVATES First 6 Months		156.79
	After 6 Months	162.11
	After 1 Year	167.42
Henes Park Guard (Full Time 3½ Months Yr.)		120.00
Dog Warden (Part Time Regular)		38.08
Crossing Guards (Per Hour)		2.00

All regular Policemen to be compensated time and one half for actual Sunday work, excluding sick leave and vacation periods.

WAGE RATES EFFECTIVE SEPTEMBER 1, 1975

POSITION		RATE PER WEEK
CAPTAIN - 0 to 6 Months		\$ 194.41
	After 6 months	198.78
SERGEANTS 0 to 6 Months		187.09
	After 6 Months	191.49
PRIVATES First 6 Months		172.47
	After 6 Months	178.32
	After 1 Year	184.16
Henes Park Guard (Full time 3½ Months Yr.)		132.00
Dog Warden (Part time Regular)		41.89
Crossing Guards (Per Hour)		2.00

SCHEDULE "B"

WORKING RULES

In connection with the WORK AGREEMENT, the following rules shall apply:

- RULE 1. To make false or misleading statements when applying for leave of absence and/or sick leave. DISCHARGE.
- RULE 2. To give or take a bribe of any nature as an inducement to attain work or retain a position. DISCHARGE.
- RULE 3. Having intoxicants in your possession while at work or consuming intoxicants during working hours or in department quarters at any time. FIRST OFFENSE, DISCHARGE.
- RULE 4. To wilfully damage any Employer's property or the property of other employees or to unlawfully take or steal either from the employees or the Employer. FIRST OFFENSE - DISCHARGE.
- RULE 5. Reporting for work under the influence of liquor, FIRST OFFENSE, ONE WEEK'S SUSPENSION; SECOND OFFENSE, DISCHARGE.
- RULE 6. To allow any person or persons other than employees to ride on any type of equipment used for conveying materials. FIRST OFFENSE, THREE DAYS' SUSPENSION; SECOND OFFENSE, DISCHARGE.
- RULE 7. To smoke in prohibited areas. FIRST OFFENSE, ONE WEEK'S SUSPENSION; SECOND OFFENSE, DISCHARGE.
- RULE 8. To fail to wear the necessary protective equipment such as goggles, helmets, rubber gloves, etc. as furnished by the Employer for certain operations. FIRST OFFENSE, THREE DAYS SUSPENSION; SECOND OFFENSE, DISCHARGE.
- RULE 9. To neglect the duties involved in the employees particular assignment, or conduct unbecoming an employee of the City. FIRST OFFENSE, ONE DAY'S SUSPENSION; SECOND OFFENSE, THREE DAYS' SUSPENSION; THIRD OFFENSE, DISCHARGE.

- RULE 10. No game of skill or chance shall be played in any Department quarters for any monetary consideration, FIRST OFFENSE, WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 11. To be grossly or habitually careless or reckless, play tricks, jokes or any other pranks on other employees, disregarding the safety and comfort of fellow workers or violate established safety rules. SERIOUS VIOLATION, DISCHARGE; MINOR CASES, FIRST OFFENSE WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 12. To attempt to operate equipment without the authority of the Captain or Chief. FIRST OFFENSE, WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 13. To remove machine guards or safety devices, except as directed by the Captain or Chief. FIRST OFFENSE, ONE DAY SUSPENSION; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 14. To fail to report to the Captain or Chief immediately, any injury, no matter how slight. FIRST OFFENSE, WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 15. To wear clothing or jewelry which might result in injury by becoming engaged with the machinery or equipment. FIRST OFFENSE, WARNING; SECOND OFFENSE, THREE DAYS SUSPENSION; THIRD OFFENSE, DISCHARGE.
- RULE 16. Any act of insubordination or disrespect to Captain or Chief. FIRST OFFENSE, ONE WEEK'S SUSPENSION; SECOND OFFENSE, DISCHARGE.

Any employee disciplined for the violation or infraction of these working rules shall be given written notice by the Chief.

The Employer reserves the right to make and publish rules that are not inconsistent with the terms of this Agreement.