

LABOR AND INDUSTRIAL
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Michigan State University

JAN 17 1975

AGREEMENT

This Agreement entered into this 1 day of April 1969 between the CITY OF IONIA (hereinafter referred to as the "Employer") and the CITY POLICE DEPARTMENT UNIT OF LOCAL 1910 affiliated with the International Union of the American Federation of State, County, and Municipal Employees and Council 55 (hereinafter referred to as the "Union").

Ionia, City of

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 interests of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

Recognition and Union Security

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of

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employment for the term of this Agreement of all employees in the following bargaining unit: All police patrolmen, police clerk, metermaid and parking meter repairman, but excluding the police chief, the police sergeant and other supervisory employees.

B. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for the employees covered by this Agreement or make any agreement with any such group or organization with respect to such unit for the purpose of undermining the Union.

C. All present and future employees employed in the unit covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing within thirty (30) days after the signing of this Agreement or after the date of their employment, whichever occurs later, provided, however, that any such employee in lieu of becoming and remaining a member of the Union shall, as a condition of employment, pay a service fee to the Union in an amount equal to the regular dues and initiation fees charged to other members of the Union.

D. The Employer shall each month of employment deduct from the pay of each employee who executes a written authorization therefor the amount of the Union's initiation fee and regular monthly dues, or a service fee of equal amount, and

will remit such dues and service fee to the designated Local Union Treasurer within fifteen (15) days after deduction is made. Such deductions shall be made from the first pay of each month.

ARTICLE II

Union Representatives

The employees covered by this Agreement will be represented by a Chairman who shall be selected by the Union from among employees in the bargaining unit. In the absence of the Chairman, a Vice-Chairman shall be selected to serve in his place.

ARTICLE III

Special Conferences

Special Conferences for important matters will be held by the Chairman and the City Superintendent, or his designated representative, upon the written request of either party. Matters to be discussed at such conference shall be those on an agenda prepared by the Chairman and Superintendent in advance.

ARTICLE IV

Grievance Procedure

A. Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

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Step 1

By conference between the aggrieved employee, the Chairman and the Police Chief. It shall be the responsibility of the aggrieved employee to reduce any such grievance to writing on regular grievance forms and file the same with the Employer within five (5) working days of the occurrence of an alleged grievance.

Step 2

Upon receipt of the written grievance, a conference between Union representatives and the City Superintendent will be held within five (5) working days. The Superintendent shall answer the grievance within five (5) days after such meeting.

Step 3

If such conference does not settle the grievance, it may be referred by the Union within ten (10) days thereafter to the Policy Committee of the City Council. The Committee shall within fifteen (15) days thereafter meet with the Union and give its answer within five (5) days thereafter.

Step 4

If the grievance is not satisfactorily settled at Step 3, it may be referred to arbitration by written notice given within fifteen (15) days after receipt of answer from the Policy Committee. The parties shall meet promptly thereafter to select an arbitrator. If they cannot agree, the arbitrator

shall be selected from a panel of five (5) names submitted by the Michigan Labor Mediation Board. The arbitrator's decision shall be final and binding on the Union, the Employer and any employee or employees involved, provided that the power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement as written, and he shall not add to or subtract from any of such express terms. The fee and expenses of the arbitrator shall be divided equally by the Employer and the Union. Matters not initiated or appealed within the times provided herein shall not be considered.

- B. The Employer will notify the Chairman promptly in the event of any discharge or disciplinary action. Grievances protesting any such action shall be filed at Step 2 with the City Superintendent in writing within two working days after occurrence and shall be processed promptly through the subsequent steps of the grievance procedure.

ARTICLE V

Seniority

- A. A. Seniority is the length of continuous service with the Employer since the employee's most recent date of hire. Employees shall be considered probationary employees for the first ninety (90) days of employment. Upon successful completion of the probationary period, they shall acquire seniority as of the date of their employment. A seniority list shall be posted and kept current by the Employer, and a copy given to the Union.

B. An employee shall lose his seniority in the event of:

1. Quit;
2. Discharge not reversed through the grievance procedure;
3. Retirement;
4. Absence for two(2) consecutive working days without notify the Employer and presenting a good reason for the absence;
5. Failure to return from leave of absence at the expiration thereof;
6. Failure to respond or return from layoff upon notice of recall within the times hereinafter provided; and
7. Layoff for a period of two years or his length of service, whichever is lesser.

C. In the event it becomes necessary to make a layoff; employees will be laid off from the classification involved in accordance with their seniority within such classification the least senior man being the first laid off and the last to be recalled respectfully, provided, however, that in special circumstances exceptions may be made.

D. Employees who are notified of a recall from layoff shall notify the Employer within two (2) days after notices of recall is received as to whether they wish to accept such recall, and shall actually report for work within seven (7) days thereafter. Any employee who fails to give notice of his intention to return to work or fails to report for work within the times specified shall be considered as having quit and shall lose his seniority.

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E. If an employee is transferred or promoted to a position outside the bargaining unit and is subsequently returned by the Employer to a position within the bargaining unit, his seniority shall be equal to the seniority he held at the time of such promotion or transfer, plus the time spent in City employment outside the bargaining unit.

ARTICLE VI

Veterans

Veterans shall have such employment and reemployment rights as are provided by applicable State and Federal laws.

ARTICLE VII

Leaves of Absence

A. Leaves of absence on a full-time basis for reasonable periods not to exceed two(2) years will be granted to an employee without loss of seniority but without accumulation of further seniority for (1) serving in any public or Union elective position; (2) maternity; (3) sickness; (4) serving in an appointive position with the Council or International Union; and (5) prolonged illness in the employee's immediate family. During any such leave of absence, the employee shall not engage in gainful employment except as necessary for the purpose of the leave of absence. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

B. The Employer will grant necessary and reasonable time off without loss of seniority and without pay to any employee selected by the Union to attend a labor convention

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or serve in any capacity on other official Union business, provided, however, that at least forty-eight (48) hours' advance written notice is given to the Employer, which notice shall specify the length of the time off for such activities. No more than one member shall be off on such leave at any one time.

ARTICLE VIII

Management Rights and Responsibilities

It is recognized that the Employer has the responsibility and authority to administer the affairs of the City including various powers with respect to directing the operations of its police function. It is recognized and agreed that the City retains all such powers and authority conferred upon it by law, except to the extent it has otherwise specifically and expressly agreed herein, and that it may take such action in accordance therewith as it considers appropriate, provided, however, that in doing so no provision of this Agreement shall be violated. It is further specifically agreed that the City reserves the right in the future to take such action with respect to the meter repair position as has been provided in the Stipulation executed by the parties as a part of the Consent Election Agreement.

ARTICLE IX

Sick Leave

A. Each full-time, regular employee shall accumulate sick leave days at the rate of one-half day for each full two

(2) weeks worked, up to a maximum of one hundred (100) days. For the first six (6) months of employment, an employee shall not be entitled to use sick leave days, but thereafter shall be entitled to use his accumulated sick leave days in the event he is unable to work because of sickness or accident or for other reasons with the approval of the City Superintendent.

B. If an employee suffers a compensable injury, he will be paid the difference between his daily or weekly wage and the amount of the Workmen's Compensation benefits, and his accumulated sick leave will be reduced proportionately.

C. The Employer may require an employee to submit medical or other evidence satisfactory to it in order to support his request for using sick leave days.

D. In the event of death, resignation with two (2) weeks' notice, or discharge after six (6) years of service, an employee or his estate will be paid one-half of his accumulated sick leave days up to a maximum of Seven Hundred Forty Dollars (\$740.00).

E. If an employee is unable to work because of an injury sustained while working for another employer or in self-employment, he will not be entitled to use sick leave days accumulated from the City.

ARTICLE X

Court and Funeral Leave

A. Any employee who is subpoenaed as a result of an accident which he was involved in while on duty and who must attend court will be granted a leave of absence for such time and shall suffer no loss of pay.

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B. An employee will be given a three-day leave of absence with pay in the case of a death in his immediate family.

Immediate family means parent, child or spouse. An employee will be granted up to one day's leave of absence with pay, when necessary, to attend the funeral of one of his in-laws, grandparent, brother or sister, provided that additional time may be authorized by the City Superintendent in proper cases.

ARTICLE XI

Vacations

A. Employees will be eligible for one (1) week of vacation with pay after completing one (1) year of service and two (2) weeks of vacation with pay after completing two (2) years of service. Thereafter, an employee will be entitled to thirteen (13) days of annual vacation with pay accumulated at the rate of one-half day of vacation for each full two (2) weeks worked.

B. If employment is severed after completing one (1) year of service, he will be paid the vacation pay he had accumulated at the time of termination on a pro rata basis.

C. Vacations must be taken within one (1) year after the employee becomes eligible for such vacation, and if not so taken shall be forfeited unless otherwise agreed upon in advance by the employee and the Employer.

D. Each employee shall, by April 1 of each year, indicate when he wishes to take his annual vacation. In the event more

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employees wish to take a vacation in the same period than can be spared at that time, vacations shall be scheduled in accordance with seniority. After April 1, vacations will be scheduled in accordance with the date on which the request is made, the earliest request being given preference.

ARTICLE XII

Holidays

A. Employees with seniority shall receive the following holidays with pay: New Year's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Good Friday shall be a half holiday beginning at noon.

B. The Employee must work his normal work day before and work day after the holiday or be on an approved leave which began in the week of the holiday in order to receive holiday pay.

C. When a holiday falls on Sunday, Monday shall be considered as the holiday. When a holiday falls on Saturday, an eligible employee shall receive a day's holiday pay in addition to his pay for time worked during the week or, at the option of the City, the preceding Friday shall be designated as the holiday, and the eligible employee shall have such day off with pay. In the case of police patrolmen, if a holiday falls on an eligible patrolmen's scheduled day off, he shall receive a day of holiday pay. If it falls on his scheduled work day, he shall receive a day of holiday pay, plus pay at straight time for all hours worked on the holiday.

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D. Part time employees shall receive holiday pay in proportion to the number of hours they regularly work compared to the regular work week.

ARTICLE XIII

Hours

A. Eight and one half ($8\frac{1}{2}$) hours and five (5) days shall constitute a normal workday and workweek. The schedule for patrolmen shall be prepared at least one (1) week in advance. Overtime at the rate of time and one-half shall be paid for all hours actually worked in excess of forty-two and one-half ($42\frac{1}{2}$) hours per week (except when the extra hours are required in order to rotate shifts).

B. If an employee is subpoenaed for a court appearance related to his work, time so spent shall be considered as time worked. Any witness fee paid to him for such time shall be offset against wages earned that week.

C. If a police patrolman is not scheduled to work on a holiday but is called in for work, he shall receive time and one-half for hours so worked (in addition to his holiday pay).

D. The City shall have the right to establish a police training program for its police officers. Officers shall not lose pay for time so spent during their regularly scheduled hours but will not be paid if it takes place outside their regular day.

ARTICLE XIV

Hospitalization and Life Insurance and Pensions

The City will continue to provide hospitalization and life insurance benefits on the same terms, at existing levels and with the same rate of employer contribution during the life of this Agreement. If further agrees to continue its pension plan.

ARTICLE XV

Uniforms

The City will continue its present practice with respect to uniforms and their maintenance.

ARTICLE XVI

Wages

A. The following schedule of wages shall be paid:

	<u>Start</u>	<u>6 mo.</u>	<u>12 mo.</u>	<u>18 mo.</u>
Police Patrolman	\$2.70	\$2.75	\$2.79	\$2.86
Metermaid	1.75	1.85	2.00	2.15
Meter Repairman	1.75	1.85	2.00	2.15
Police Clerk	1.55	1.65	1.75	1.90

B. If the City creates a new job classification within the bargaining unit, a rate for such new job shall be negotiated with the Union.

C. Pay days shall be weekly on Fridays until changed to Bi-weekly on Fridays by the City.

ARTICLE XVII

No Strike

Neither the Union nor any of its members will during the life of this Agreement cause or take part in any strike, picketing,

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slowdown, walkout or other cessation of or interference with the work of the City.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be in full force and effect from the date hereof to and including March 31, 1970, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or modify is given by either party on the other at least sixty (60) days prior to the expiration.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date hereof.

CITY POLICE DEPARTMENT
UNIT OF LOCAL 1910,
Affiliated with the
International Union of
the American Federation of
State, County, and
Municipal Employees,
and Council 55

CITY OF IONIA

Frank Lance
Stephen L. Bush

