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WORK AGREEMENT

between

the

CITY OF ISHPEMING

and

EMPLOYEES

of the

ISHPEMING POLICE DEPARTMENT

Ishpeeming, City of

*Mr. Robert L. Noe
City Manager
Ishpeeming, Mich. 49849*

*Employment Relation Commission
400 Trust Building
Grand Rapids, Mich. 49502*

TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
I	Recognition-----	1
II	Union Management Relations-----	1
III	Representation & Grievance Procedure-----	2
IV	Hours and Working Conditions-----	5
V	Wage Rate and Classification-----	6
VI	Insurance-----	8
VII	Retirement-----	8
VIII	Annual Leave-----	8
IX	Sick Leave and Emergency Leave-----	9
X	Funeral Leave-----	10
XI	Severance Pay-----	10
XII	Holidays-----	11
XIII	Uniforms-----	11
XIV	Termination-----	12
	Appendix "A" -- Pay Rates and Classification	

INTRODUCTION

THIS AGREEMENT, made and concluded this _____ day of _____
by and between the CITY OF ISHPEMING, A MUNICIPAL CORPORATION OF
THE STATE OF MICHIGAN, hereinafter called the "EMPLOYER", Party of
the First Part and POLICE OFFICERS OF THE ISHPEMING POLICE DEPART-
MENT, hereinafter called the "BARGAINING UNIT", Party of the Second Part.

WITNESSETH:

WHEREAS, the parties hereto have reached an agreement for the
purpose of facilitating the peaceful adjustment of differences that
may arrive from time to time and so as to promote harmony
and efficiency within the Police Department, the parties hereto
covenant and agree as follows:

ARTICLE I - RECOGNITION

SECTION 1. Subject to the Federal Laws and the Laws of the
State of Michigan, the Employer recognizes the Bargaining Unit as
the sole and exclusive bargaining agent for all the full time
Police Department employees, except the Chief, with respect to wages,
rates of pay, hours and other conditions of employment, excepting
where covered by State Laws.

ARTICLE II - UNION MANAGEMENT RELATIONS

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

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

SECTION 3. Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority. Nothing in this Agreement shall be construed as binding the Employer to past practice or practices that are not expressly stated in the language of this Agreement. This Agreement shall be construed as requiring the Employer to follow its provisions in the exercise of the authority conferred upon the Employer by law.

ARTICLE III - REPRESENTATION AND GRIEVANCE PROCEDURE

SECTION 1. The purpose of the grievance procedure shall be to settle all grievances between the Police Department and the Employer as quickly as possible, so as to insure efficiency and promote employees' morale.

Should any employee or group of employees feel aggrieved as a result of any condition arising out of the employee-employer relationship, including the claim of unjust discrimination on any matter or condition affecting health and safety beyond those normally encountered in all phases of Police work, adjustment shall be sought as follows by the employee, with the assistance of the Bargaining Unit.

No settlement of a grievance presented by an employee shall contravene the provisions of this Agreement.

The matter shall first be discussed orally with the Police Chief within five (5) days of the occurrence giving rise to the grievance,

If such discussion does not resolve the grievance, it may be processed to the next step.

Within five days, exclusive of Saturdays and Sundays, from receiving a final answer from the Police Chief, the grievance shall be presented in writing to the City Manager who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within fifteen days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

Within five days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the City Manager, either party may request the State Board of Mediation and arbitration to provide mediation service. The authority of the mediator shall be limited to fact finding and the interpretation and application of this Agreement. He shall not have the right to add to or subtract from the Agreement. The fact finder shall make a written report of his recommendations to the employer and the Bargaining Unit, however, the recommendations shall not be binding on either party.

If the grievance remains unsettled after fact finding, either party may, within fifteen (15) days after the written report of the fact finder made by written notice to the other party, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within thirty days after written notice has been given. If the parties fail to select an arbitrator, the State Mediation Service or the American Arbitration Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the

Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first names, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The Employer shall not compensate employees who lose work to participate in the proceedings. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

The arbitrator shall be limited to the meaning and/or interpretation of this agreement and shall not alter, add to, subtract from or let the provisions of this agreement. The arbitrator's findings shall be in writing and given to both parties. The arbitrator's findings shall be binding.

Any expenses incidental to mediation shall be borne equally by both parties.

The basis of such grievances shall be that the action grieved as taken without just cause.

Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the first step to which it has been properly processed. Failure on the part of the Police Chief or City Manager to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is sustained and that the satisfaction requested will be provided.

The time limits specified in the preceding sections may be extended by agreement of both parties.

ARTICLE IV - HOURS AND WORKING CONDITIONS

SECTION 1. WORKING HOURS. Employees' working hours shall be based on an eight hour tour of duty. Each employee shall have two (2) ten minute rest periods during each shift. Each employee shall enjoy a meal period at the discretion of the Shift Sergeant. The work day shall consist of the following shifts:

First shift - 8 A.M. to 4 P.M.

Second Shift - 4 P.M. to 12 Midnight

Third Shift - 12 Midnight to 8 A.M.

Employees reporting late for work may be docked.

SECTION 2. OVERTIME. a. In the event that a need for overtime should occur in the Department because of unforeseen conditions, overtime pay shall be paid at the rate of one and one half times the regular rate of pay for all hours worked in excess of 8 hours per day, at the discretion of the Chief of Police.

b. When an employee is called in for less than a full shift of work during "off duty" hours he shall be paid a minimum of 2 hours of "show up pay".

c. The City agrees to pay a minimum of six dollars (\$6.00) or time and 1/2 for court appearances or other related duties and the City will collect the present fees now paid to the employee for court appearances.

SECTION 3. Payday will be made on or about the 15th and on or about the 30th of each month.

SECTION 4. Longevity payments shall be made on December 1st of each year according to the following schedule:

5 full years of service - \$ 50.00

add \$10.00 for each year after 5 years to a maximum of:

30 full years of service - \$200.00

In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have a full five (5) years of service on or before December 1st of the year in which longevity is being paid.

ARTICLE V - WAGE RATE AND CLASSIFICATION

SECTION 1. Wages starting January 1, 1973 for one year (See Appendix "A").

SECTION 2. Wages starting January 1, 1974 for one year (See Appendix "A").

SECTION 3. Wages starting January 1, 1975 for one year (See Appendix "A").

SECTION 4. A probationary employee is one who has less than 6 months of service or who has not successfully completed the required Police School training, and may be discharged without a cause. The probationary period may be extended at the discretion of the Chief of Police

SECTION 5. A regular employee is one who does not have probationary status.

SECTION 6. COST OF LIVING ALLOWANCE. a. A cost of living allowance shall be determined using the Consumers' Price Index for Moderate Income Families in Large Cities, New Series (All Items)

published by the Bureau of Labor Statistics, U.S. Department of Labor (1967-1969 equal 100), and referred to herein as the "Index".

b. A cost of living wage increase shall be made on the basis of quarterly increases in the "Index". In March, June, September & December the City Manager and the "Bargaining Unit" will review changes in the "Index" for the calendar quarters ending February, May, August, and November.

c. A \$5.00 per month increase will be added to the monthly pay rate for each one (1) per cent rise in the "Index" above a three (3) percent base to be applied each of the three (3) years of this contract. The "Index" computations will be made quarterly and applied thereafter during the life of this contract.

e.g. for the purpose of explanation if the cost of living "Index" increases 5% each year of this contract the following amounts would be added to the above monthly rates for

Patrolman:

Monthly 1973	5%-3 = 2% cost of living	Annual 5.5% increase	Monthly 1974
\$696	+10	= \$706 + 46	= \$752 instead of \$742
Monthly 1974			Monthly 1975
\$752	+10	= \$762 + 48	= \$810 instead of \$790
Monthly 1975			
\$810	+10	= \$820 instead of \$790	

ARTICLE VI - INSURANCE

SECTION 1. The City will pay for full coverage of Michigan Blue Cross-Blue Shield, Hospitalization Insurance including Master Medical benefits or equal, for all employees and their dependents, wife and children under 18 years. The full premium payment for \$5,000.00 of Life Insurance for each employee will be paid by the Employer.

ARTICLE VII - RETIREMENT

SECTION 1. The employees will be covered under Act 345 of the Michigan Public Acts of 1937 as amended, defined as the Policeman Pension System.

ARTICLE VIII - ANNUAL LEAVE

SECTION 1. Paid vacations will be granted to all employees on a seniority basis as follows:

<u>Years of Service</u> <u>January 1st</u>	<u>Vacation</u>
*1 thru 2	5 days
*3 thru 5	7 days
6 thru 10	11 days
11	13 days
12	14 days
13	15 days
14	16 days
15	18 days
16	18 days
17	19 days
18	19 days
19	20 days
20	20 days

*This applies only to employees hired after January 1, 1971 thru December 31, 1974. Employees employed prior to January 1, 1971 or after December 31, 1974 will have 10 vacation days thru 5 years of service.

SECTION 2. The vacation list shall be posted for selection from ~~February~~ ^{January} 1 to March 15 for a 50 week period excluding the 2 weeks of Christmas and New Years. Beginning of every year the member with the most seniority shall have the first selection of vacation. If selection is not made before March 15, he shall be passed by the members following him on the seniority list.

ARTICLE IX - SICK LEAVE

SECTION 1. Each employee will be eligible for sick leave after thirty (30) days of service. Employees shall earn sick leave at the rate of one (1) day of sick leave for each accumulated month of service, but not to exceed more than one hundred fifty (150) days total accumulation.

SECTION 2. Any full-time employee who is sick or disabled or any full-time employee who must remain at home to attend to the needs of sick or disabled members of his household shall receive sick leave with pay.

SECTION 3. Whenever a member of the Police Department is incapacitated from duty because of an injury sustained in the performance of his duty, he shall be entitled to the benefits of workmen's compensation or disability benefits of the retirement system provided by the City. Each employee will be covered by the applicable Workmen's Compensation laws, and the Employer further agrees to pay employees eligible for Workmen's Compensation an amount equal to the difference between Workmen's Compensation and his

regular income based on forty (40) hours of work, and this pay differential shall be deducted from his accumulated sick leave on a pro-rata basis.

SECTION 5. All claims for sick leave beyond 3 full working days shall be supported by a doctor's certification stating the nature of the illness and the employees ability to perform his expected work duties.

SECTION 6. Sick leave shall be paid upon death or retirement in an amount equal to one-half ($\frac{1}{2}$) of the accumulated sick leave in an amount not to exceed severance pay.

ARTICLE X - FUNERAL LEAVE

SECTION 1. Each employee shall be granted funeral leave or emergency leave, not to be deducted from sick leave, of up to three (3) working days when death occurs in the immediate family to attend to pre-funeral or post-funeral arrangements including probate court hearings at a later date, or if an emergency leave has been approved by the City Manager.

b. The immediate family shall be understood to mean husband, wife, parents, both grandparents, sisters, brothers, children, parents-in-law, sons-in-law, daughters-in-law, sisters-in-law, brothers-in-law, grandchildren, or a member of the employee's household.

ARTICLE XI- SEVERANCE PAY

SECTION 1. Upon death or retirement all employees, or their beneficiaries, shall be entitled to the following compensation as severance pay:

<u>Years of Service</u>	<u>Amount Due</u>
10-14 years	\$200
15-19 years	300
20-24 years	400
25 years and over	500

Beneficiaries shall be those survivors named as beneficiaries in the employee's retirement form. In addition, longevity will be pro-rated and paid according to the number of full months worked in the current year.

ARTICLE XII-HOLIDAYS

SECTION 1. Employees shall receive one (1) day off, *scheduled at the discretion of the Chief of Police, for each of the holidays listed below:

New Year's Eve - 1/2 day*
New Year's Day - January 1
Washington's Birthday - Third Monday in February
Good Friday
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
Christmas Eve - 1/2 Day*
Christmas Day - December 25

SECTION 2. Employees who work the holidays listed in Section 1 shall be paid at the rate of time and one-half and in addition may enjoy a day off to compensate for the holiday worked.

SECTION 3. Employees who do not work the holidays listed in Section 1 shall be allowed a day off per Section 1.

SECTION 4. A holiday falling within an employee's paid sick leave, vacation period, or regular time off shall not be charged against such sick leave, vacation period or regular time off.

ARTICLE XIII - UNIFORMS

SECTION 1. The City agrees to furnish uniforms, with the exception of shoes. The normal cleaning will be furnished by the employee.

SECTION 2. A cleaning allowance of \$5.00 each month will be paid quarterly.

ARTICLE XIV - TERMINATION

This agreement shall be effective as of the 1st day of January, 1973, and shall remain in full force and effect until the 1st day of January, 1976. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least four (4) months prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall not begin later than three (3) months prior to the anniversary date; this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than 30 days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this _____ day of _____, 19____.

APPENDIX "A"

PAY RATES AND CLASSIFICATION

	Monthly 1972	5.5% Increase	Minimum Monthly 1973	5.5% Increase	Minimum Monthly 1974	5.5% Incr.	Minimum Monthly 1975
Det. Sgt.	\$727	46	\$775	51	\$824	54	\$878
Sgt.	697	44	741	49	790	52	842
Patrolman (1 yr.)	655	41	696	46	742	48	790
Patrolman (6 mos.)	575	-	660	-	705	-	755
Patrolman (start) or probationary	550	-	625	-	675	-	725
Dispatcher	545	34	579	39	618	41	662