

6-30-74

Jackson,
City

LABOR AGREEMENT

FRATERNAL ORDER OF POLICE
Leonard Carey Lodge #70

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

City of Jackson
132 West Washington Ave.
Jackson, Michigan 49201

= INDEX =

			<u>Page Number</u>
PREAMBLE			1
<u>ARTICLE NO.</u>			
I	..	PURPOSE	1
II	..	RECOGNITION	1
III	..	AGENCY SHOP	2
IV	..	LODGE ACTIVITIES	
		1. General	3
		2. Released Time	4
		3. Bulletin Boards	4 - 5
V	..	WAGES	
		1. Rates of Pay	5
		2. Holiday Pay	6
		3. Cost of Living	6
		4. Overtime	6
		5. Call Back Pay	7
		6. Departmental Vacancies	8
VI	..	HOURS OF EMPLOYMENT	8
VII	..	VACATIONS	
		1. Eligibility and Amount	8
		2. Designation of Vacation Period	9
VIII	..	SICK LEAVE	9
IX	..	LEAVES OF ABSENCE	9
X	..	HOSPITAL / LIFE INSURANCE	9
		1. Life Insurance	10
XI	..	UNIFORM ALLOWANCE	10
XII	..	RULES AND REGULATIONS	11

<u>ARTICLE NO.</u>		<u>Page Number</u>
XIII	.. CIVIL SERVICE	11
XIV	.. PENSION BENEFITS	11
XV	.. SPECIAL SALARY PROVISION	
	1. Gun Allowance	12
	2. Temporary Assignment	12
XVI	.. NOTIFICATION OF COMPLAINTS	13
XVII	.. MANAGEMENT	13 - 15
XVIII	.. STRIKE PROHIBITION	15
XIX	.. GRIEVANCE PROCEDURE	15 - 18
	1. Arbitration	18 - 21
XX	.. LABOR/MANAGEMENT COMMITTEE	21
XXI	.. EDUCATIONAL PROGRAM	21 - 22
XXII	.. SEPARABILITY	22
XXIII	.. DURATION	22 - 23
	SALARY SCHEDULE	24

= AGREEMENT =

THIS AGREEMENT, entered into this _____ day of _____, 1972 between the CITY OF JACKSON, MICHIGAN, a Municipal Corporation, hereinafter called the City, and the LEONARD CAREY LODGE #70, JACKSON, MICHIGAN, Fraternal Order of Police, hereinafter called the Lodge,

WITNESSETH: That, the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained do hereby agree as follows:

ARTICLE I

PURPOSE

The parties hereto have entered into this Agreement pursuant to the authority of the PUBLIC ACTS OF 1965, as amended, to incorporate understandings reached into a written Agreement.

ARTICLE II

RECOGNITION

The City recognizes the Lodge as the sole and exclusive bargaining representative of said employees of the Police Department, except those above the rank of Sergeant and all civilian employees.

ARTICLE III

AGENCY SHOP

Section 1. All employees covered by this Agreement who voluntarily are or who voluntarily become members of the Lodge in good standing, following the date of signing of this Agreement, or at the beginning of their employment shall, as a condition of their employment, remain members of the Lodge in good standing during the term of this Agreement, or shall pay Lodge dues in accordance with the provisions of Section 2 hereof.

Section 2. Any employee covered by this Agreement, who is not, or does not become a Lodge member, shall be required, within Thirty (30) days from the effective date hereof, or, in the case of a new employee, within Thirty (30) days from the date of his employment, as a condition of employment, to have an amount equal to the Lodge monthly dues, not including any initiation fees, deducted from his wages in the same manner as checkoff Lodge dues.

Section 3. Upon receipt of a written authorization from any employee covered by this Agreement, the City will, every second pay period of the month, deduct from the employee's pay, the amount owed to the Lodge by such employee for Lodge membership dues.

Section 4. The Lodge agrees to furnish to the City written authorizations, in suitable legal form, for such pay deductions from its members and to present such forms forthwith to all employees covered by this Agreement who are non-members for signature. In the event the Lodge, after a good faith effort, fails to procure the signature of such non-members, it shall notify the City forthwith.

Section 5. The Lodge will indemnify, defend and hold the City harmless against any claims made, liability incurred, and any suit instituted against the City on account of any checkoff of Lodge dues and against any liability of any kind whatsoever arising to the City from the provisions of this Article.

Section 6. The Lodge agrees to refund to the City any amounts paid to it in error, on account of the provisions of this Article, upon presentation of proper evidence thereof.

ARTICLE IV

LODGE ACTIVITIES

Section 1. General

Employees and their Lodge representatives shall have the right to join the Lodge, to engage in lawful activities for the purpose of collective

negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, or complaint in accordance with the procedures set forth in this Agreement, related to the conditions or compensation of their employment, all free from any and all restraint, coercion, discrimination or reprisal.

Section 2. Released Time

Released Time, with pay, will be provided by the City to enable four (4) Police Officers to attend the State Convention of the Fraternal Order of Police, and three (3) officers to attend the National Convention of the FOP. In addition thereto, any officer who holds either a State or a National office in such organization will be allowed necessary released time to perform the functions of that office.

Section 3. Bulletin Boards

The Lodge shall be provided suitable bulletin board space at Police Headquarters for the posting of Lodge notices of the following type:

- 1) Notices of recreational and social events of the Lodge;
- 2) Notices of Lodge election;
- 3) Notices of results of Lodge elections;
- 4) Notices of meetings of the Lodge; and

- 5) Such other notices as receive the prior approval of the Police Chief.

ARTICLE V

WAGES

Section 1. Rates of Pay.

The rates of pay shall be those set forth in the City Classification and Compensation Ordinance, being Section 1.261, Chapter 8, Title I, of the Code of the City of Jackson, except that said Ordinance will be amended to provide a new separate schedule for police officers, as shown on such separate schedule attached hereto, and made a part hereof. This new pay schedule shall be effective July 1, 1972. Effective July 1, 1973, said pay schedule shall be amended to provide an increase of Three-hundred (\$300.00) Dollars per annum to all employees covered hereby except that the entry rate for patrolmen shall not be so increased. In addition thereto, said employees shall receive whatever cost of living increase to which they are entitled under the present provisions of the City Classification and Compensation Ordinance but not to exceed Four (4%) Percent, said percentage to be applied, however, to the Three-hundred (\$300.00) Dollar increase herein provided for, as well as the base salary.

Section 2. Holiday Pay

All employees covered by this Agreement shall receive holiday pay in accordance with the provisions of the City Classification Compensation Ordinance, being Section 1.283, Chapter 8, Title I, of the Code of the City of Jackson.

Further, the City agrees to provide for one (1) additional holiday, effective in 1973, to be determined each year in July by the Union, in concurrence with the Employer.

Section 3. Cost of Living Adjustment

The City will pay Cost of Living as provided in the City Classification Ordinance, being Section 1.265 through 1.269, Chapter 8, Title I of the Code of the City of Jackson, subject to the limitations set forth in Article V, Sec.1 hereof.

Section 4. Overtime Pay

Employees covered by this Agreement shall be paid overtime pay as provided in the City Classification Compensation Ordinance, being Section 1.279, Chapter 8, Title I, of the Code of the City of Jackson. Such overtime pay shall be for all work in excess of the regular work week of the Police Department, for which they are not otherwise compensated, but excluding

Court appearances and training programs.

Overtime pay will not be paid for work immediately prior to and immediately following the regular shift except to the extent that such work exceeds One (1) hour immediately before or immediately after said shift, but compensatory time off will be given for such work up to One (1) hour.

Section 5. Call Back Pay.

Except for scheduled overtime, when an employee is called back to work at any time other than his regular or designated shift, he shall be given not less than Four (4) hours work at one and one-half times his regular rate, as defined in the preceding subsection.

Provided, however, that all other work in addition to the first Four (4) hours shall be paid at such regular rate except to the extent that the same may entitle the employee to overtime pay as provided in Subsection 4.

Provided further, that the call-in pay provided for in this Subsection shall not be allowed in any case in which the employee is required to report for work earlier than his regular scheduled starting time if he then works continuously through a regular work shift, but under such circumstances shall be governed by the provisions of Subsection 4. Further, no call back pay will be paid more than once during any twelve (12) hour period.

Section 6. Departmental Vacancies

In case a vacancy in an existing position in the Police Department above the grade of Patrolman occurs, the City determines that said position should not be filled, the City will notify the Lodge of such decision and afford it the opportunity to be heard; provided, however, that the City shall have the final decision as to whether or not such vacancies are to be filled.

ARTICLE VI

HOURS OF EMPLOYMENT

Section 1. Work Week

The work week of employees in the Police Department shall be Forty (40) Hours per week.

ARTICLE VII

VACATIONS

Section 1. Eligibility and Amount

Employees shall receive vacations as provided in the City Classification and Compensation Plan, being Section 1.284, except that the City hereby agrees to amend said Section to provide that employees with Seven (7) Years of service shall receive Fifteen (15) days each year, starting in the year in which they attain seven (7) years of service.

Section 2. Designation of Vacation Period

Selection of vacation period shall be based upon departmental seniority.

ARTICLE VIII

SICK LEAVE

Employees shall receive sick leave with pay in accordance with the provisions of the Classification and Compensation Ordinance, Section 1.285, Chapter 8, Title I, of the Code of the City of Jackson, except that the City hereby agrees to amend said Section to provide that the first day of funeral leave shall not be charged against Sick Leave.

ARTICLE IX

LEAVES OF ABSENCE

Employees may receive leaves of absence in accordance with the provisions of Section 1.288, Chapter 8, Title I, of the Jackson City Code.

ARTICLE X

HOSPITALIZATION / LIFE INSURANCE

Section 1. The Employer will provide and pay the cost of a Medical Surgical and Hospitalization Plan, designated MVF 2, for all regular full

time employees, including their spouses and dependent children under nineteen (19) years of age in all cases where full family coverage is not provided and paid for by the spouse's employer, provided, however, that in the event of disability, whichever is the greater.

Section 2. Life Insurance

The City will provide a Ten-thousand (\$10,000.00) Dollar Life Insurance Policy for all regular full time employees covered by this contract, at no cost to the employee, with double indemnity provisions. In addition thereto, the City will provide for the payment of Five-thousand (\$5,000.00) Dollars accidental death benefit for any employee killed in the course of performance of his duties.

ARTICLE XI

UNIFORM ALLOWANCE

Provisions of the City Classification/Compensation Ordinance, being Sec. 1.282, Chapter 8, Title I, of the Code of the City of Jackson shall be amended to eliminate the annual clothing allowance provided for therein, except in case of detectives, who shall receive a clothing allowance of One-hundred Seventy-five (\$175.00) Dollars per annum. In addition thereto, the City hereby agrees to supply all required uniforms to the uniformed personnel covered by this Agreement.

ARTICLE XII

RULES AND REGULATIONS

The Chief shall formulate rules and regulations consistent with this Agreement under which employees must work.

ARTICLE XIII

CIVIL SERVICE

The Civil Service Ordinance is hereby made a part hereof, being Chapter 8, Title I, of the Code of the City of Jackson.

ARTICLE XIV

PENSION BENEFITS

It is hereby understood and agreed that representatives of the City will meet with Police and Fire representatives to study possible modifications of the Police / Fire Pension Plan through Charter amendment.

ARTICLE XV

SPECIAL SALARY PROVISION

Gun Allowance

All employees covered by this Agreement, who are required by Police

Department regulations to carry a gun while off duty, within the City of Jackson, Michigan, and who are on the payroll December 1, 1972, shall receive an annual gun allowance of Two-hundred Eighty-two (\$282.00) Dollars per annum, payable on December 1, 1972, and December 1 of each year thereafter; provided, however, that such employees who have less than one year of service on the date such payment is due, shall receive a portion of said gun allowance pro-rated on the basis of \$23.50 per month during his service. In the event that an employee leaves City service after such date, before the completion of a full year from that date, he shall receive a portion of said gun allowance pro-rated on the basis of \$23.50 per month during the service. Only whole months of service shall be taken into consideration in making the pro-ration provided for in this Article.

Temporary Assignment

Employees temporarily assigned to job classifications paying a higher rate than their regular rate shall be paid in accordance with the provisions of Section 1.276 (1), Chapter 8, Title I, of the Code of the City of Jackson, except that the City agrees to amend said Section to provide that an employee who is required to work in such classification continuously for a period of

more than Thirty (30) Days shall be deemed "temporarily required to regularly serve in and accept responsibility for work in a higher class position," unless the employee is so assigned for training purposes.

ARTICLE XVI

NOTIFICATION OF COMPLAINTS

It is hereby agreed between the parties that in the event any person may make a complaint against a Police Officer, which requires investigation, the City will give notice of such complaint to the Officer involved within Thirty (30) Days after completion of the investigation.

ARTICLE XVII

MANAGEMENT

The Employer shall remain vested with all management functions including the full and exclusive control, direction and supervision of operations and the working forces, and shall have the right to change jobs or establish new jobs as required by the installation of new machinery or equipment or a change in operation procedures.

The terms of the City Classification/Compensation Plan, being Chapter 8, Title I, of the Jackson City Code, shall be considered a part of this Agreement, as though fully set forth herein, except as modified by special agreements of the Employer herein to make changes in said Ordinance. It is specifically understood and agreed that unilateral changes in said Ordinance may be made by the Employer at any time provided benefits to the employees under this contract are not reduced, nor rights conferred upon employees by this Agreement otherwise modified.

The Civil Service Ordinance, being Chapter 7, Title I, of the Code of the City of Jackson is likewise made a part hereof. It is specifically understood and agreed that unilateral changes in said Ordinance may be made by the Employer at any time provided benefits to the employees under this contract are not reduced, nor rights conferred upon employees by this Contract otherwise modified.

Provided further, however, that the Union will be advised prior to the adoption of any proposed change affecting wages, hours, or working conditions,

so that its representatives may appear before the City Commission in connection therewith if it so desires. The purpose of this clause is, to protect and assure the continued authority of the City Commission to make such changes as in its judgment the situation might require and is not included for the purpose of impairing the effectiveness of the Union.

In the event of any conflict between the provisions of either of these of these Ordinances and any specific language of this Agreement, the terms of said Ordinance shall control, govern, and supersede, except where the City has specifically agreed to make changes therein.

ARTICLE XVIII

STRIKE PROHIBITION

The Lodge will not engage in, or sanction, strike action during the life of this Agreement. It is expressly recognized that any strike or work stoppage is prohibited by the Hutchinson Act, as amended. It is also expressly recognized and understood that any such illegal strike or work stoppage may be enjoined by the Circuit Court for the County of Jackson.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined to be any dispute between the

parties to this Agreement with respect to matters arising out of said Agreement, involving differences, disputes or complaints as to wages, hours, or working conditions arising hereunder, but does not cover complaints as to disciplinary actions such as suspensions or dismissal, in which cases the provisions of the Civil Service Ordinance shall control.

Section 2. Any grievance not presented for disposition through the grievance procedure in ten (10) working days, following the event or condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement, unless circumstances are established showing that it was impossible for the employee to be aware of the alleged grievance prior to that time.

Section 3. Grievance procedure shall be as follows: provided, however, that the time limitations herein contained may be mutually waived.

STEP 1) Any employee having a grievance shall take the matter up, within ten working days of its occurrence, with his immediate supervisor.

STEP 2) If the grievance is not settled at this Step, within seven (7) working days, the aggrieved with not more than two (2) Union representatives shall present the grievance to the

Chief of the Department. The Chief shall notify the Employer within ten (10) working days of his disposition thereof. After receipt of the answer, if the aggrieved fails to take the next Step within five (5) working days, the grievance shall be considered dropped.

STEP 3) If the grievance is not settled in the preceding Step, the grievance shall be submitted in written form to the City Manager, which notice shall contain the names of all parties involved and all the facts and information relevant to the grievance involved. Such written notice need not be on any prescribed form but shall contain all information necessary to an intelligent resolution of the grievance. The aggrieved may be represented by the Lodge, or its designee. Arrangements shall be made for a meeting with the City Manager within fifteen (15) working days after submission of the grievance. After the hearing, the City Manager shall be given fifteen (15) working days to submit his answer.

STEP 4) ARBITRATION

Any unresolved grievance which relates to the interpretation, application or enforcement of a provision of this Agreement, or any written supplementary Agreement, and which has been fully processed through the last Step of the Grievance Procedure may be submitted to arbitration by either party in strict accordance with the following:

1. The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure, or establish new jobs or change existing job content, or to establish work standards.
2. Within thirty (30) days after notice of intention to arbitrate is given to the other party, the City and the Lodge shall attempt to agree upon an arbitrator within ten (10) days and if this cannot be done the American Arbitration Association shall be requested to provide an arbitrator.
3. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provisions of this Agreement and he shall be without power and authority

to make any decision:

- a. contrary to or inconsistent with or modifying or varying in any way, the terms of this Agreement; or
- b. granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.

4. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of Fifteen (15) calendar days from the final action taken on such grievance under the last step in the Grievance Procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given the party against which the grievance is brought.

5. The decision of the arbitrator in a case may not require a retroactive wage adjudgment in another case.

6. The arbitrator's decision shall be final and binding on the Lodge, all employees covered by this Agreement, and on the City.

7. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

8. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employees other than the aggrieved and his Lodge representative shall not apply to their participation in arbitration cases.

ARTICLE XX

LABOR/MANAGEMENT COMMITTEE

It is agreed that there will be created a Labor/Management Committee, consisting of Four (4) Union members and Four (4) Management representatives to periodically discuss departmental problems, not including any matters covered by the grievance procedure hereinafter set forth.

ARTICLE XXI

EDUCATIONAL PROGRAMS

The City agrees to furnish the full cost of tuition, books and required materials for approved courses of study for employees covered by this Agreement, when such cost is not covered by other programs.

ARTICLE XXII

SEPARABILITY

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Lodge, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE XXIII

DURATION

THIS AGREEMENT, shall become effective on the date of execution

thereof and shall remain in full force and effect to and including the 30th day of June, 1974. Said contract shall continue in full force and effect, from year to year after July 1, 1974, unless either party to this Agreement desires to change or modify any of the terms or provisions hereof.

The party desiring the change of modification must notify the other party to this Agreement in writing not less than Ninety (90) days prior to the expiration date of this Agreement, or not less than Ninety (90) days prior to any subsequent anniversary date hereof.

Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Lodge shall commence not later than Thirty (30) Days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

CITY OF JACKSON, MICHIGAN, A
Municipal Corporation,

By _____
James E. Malone, City Manager

FRATERNAL ORDER OF POLICE

By _____

By _____

* * * * *

Funds to pay benefits agreed
to in the above contract are
provided for in the 1972 -
1973 Budget.

APPROVED AS TO FORM

ATTEST -----

C. Edwin Carraher
City Attorney

Herbert M. Conway
City Clerk

Dated _____
at Jackson, Michigan

FEB 26 1976

Assiff

