

2968

3/31/97

AGREEMENT  
BETWEEN  
**CITY OF IONIA**  
*and*  
**POLICE OFFICERS LABOR COUNCIL**  
**IONIA PUBLIC SAFETY DIVISION**

*Ionian, City of*

April 1, 1994 to March 31, 1997

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## AGREEMENT

This Agreement entered into this 1st day of April, 1994, between the City of Ionia (hereinafter called "City" or "Employer") and the Police Officers Labor Council, Ionia Public Safety Division (hereinafter called "Union").

### ARTICLE 1 MEMBERSHIP

#### SECTION 1.1 RECOGNITION

The City hereby agrees to recognize the Union as the exclusive collective bargaining representative for the Public Safety Department employees of the City of Ionia in the following described unit:

All full-time and regular part-time employees in the Public Safety Department of the City of Ionia, but excluding the Director of Public Safety, supervisors, individuals not eligible for Act 312 coverage, clerical employees, auxiliaries, temporary employees, seasonal employees, casual employees, executives and all other employees.

#### SECTION 1.2 UNION MEMBERSHIP

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

#### SECTION 1.3 DUES CHECKOFF.

(a) During the term of this Agreement, the City agrees to deduct Union dues or representation fees uniformly levied from the pay of each employee who executes or has executed the following authorization form:

Police Officers Labor Council

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: \_\_\_\_\_  
(please print) Last Name First Name Middle

TO: \_\_\_\_\_  
Employer

Effective     (date)    , I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by the Police Officers Labor Council - Ionia Public Safety Division, and effective the same date, to deduct from my earnings each (payroll period) a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Association. The amount deducted shall be paid to the treasurer of Police Officers Labor Council - Local Union.

This authorization shall remain in effect unless terminated by me by written notice to the Association and Employer within thirty (30) days immediately preceding the termination date of the existing Association - Management Agreement, or termination of my employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

(b) Checkoff deductions under all properly executed authorization forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the next following month and each month thereafter. The City shall remit such deductions to the designated financial officers of the Union, with a list of the persons for whom dues have been deducted, within fifteen (15) days following such deductions.

(c) An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit.

(d) The Union agrees to hold the City harmless for any and all claims arising out of the deduction of dues as provided herein.

**SECTION 1.4 UNION REPRESENTATION**

(a) The employees covered by this Agreement shall be represented by a Chairman and Steward, who shall be selected by the Union from among the employees in the bargaining unit. It shall be the responsibility of the Chairman and Steward to meet with management at the appropriate steps of the grievance procedure established in this Agreement.

(b) There will be a Bargaining Committee, consisting of the Chairman, Steward, and two (2) other members of the Union, together with representative(s) of the Labor Council. It shall be the responsibility of the Bargaining Committee to meet with City representatives at such times as joint negotiations or meeting are held.

(c) The Union may designate alternates for the above positions.

**SECTION 15. ALTERNATES.**

The Union will advise the City in writing of the names of the alternates before the City's recognition of such alternates.

**ARTICLE 2**  
**GOVERNMENTAL RIGHTS**

**SECTION 2.1. GOVERNMENTAL RIGHTS.**

The City reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the City's operations. These rights vested in the City include, but are not limited to, those provided by statute or law, along with the right to adopt, modify and amend the budget, to make judgments as to skill and ability, schedule work and classify employees, direct, hire, promote, layoff employees or increase the size of the work force, use outside assistance (such outside assistance is not intended to displace full-time personnel), transfer, assign and retain employees in positions within the bargaining unit consistent with the employees' ability to perform the assigned work, and the City shall also have the right to suspend, discharge or take such other disciplinary action for just cause which is necessary to maintain the efficient administration of the City, except as limited by this Agreement.



**ARTICLE 3**  
**DISCIPLINE/GRIEVANCE PROCESS**

**SECTION 3.1 DISCIPLINE AND DISCHARGE**

(a) The City and the Union mutually subscribe to the doctrine of progressive discipline provided, however, that no employee shall be disciplined or discharged except for just cause. Any discipline imposed will be corrective in nature, however, nothing shall prevent the employer from taking action should the circumstances warrant immediate action.

(b) At the time disciplinary action is taken against an employee, the Employer shall give the employee and Union Steward a written statement citing the specific charges of the employee's alleged offense, specific work rule or regulation alleged to have been violated, date, time and location of the alleged violations, the penalty assessed and time the penalty becomes effective.

(c) The discipline, suspended or discharged employee shall be allowed representation by the Union Steward or other union representation at the time the employee is disciplined, suspended or discharged and will be allowed access to a private location to discuss the action taken by the Employer prior to leaving the property, if required by the Employer.

Any/all disciplinary action may be grieved through the grievance procedure herein provided.

**SECTION 3.2. DEFINITION OF A GRIEVANCE.**

A grievance shall be a complaint by an employee or the Union concerning the application of and interpretation of this Agreement or application of the rules and regulations of the Public Safety Department.

**SECTION 3.3. GRIEVANCE PROCEDURE.**

All grievances shall be handled in the following manner:

(a) Verbal Procedure. An employee with a complaint shall notify the Director of Public Safety within five (5) working days after the employee knows or should have known of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and the Director of Public Safety. The Steward may be present if requested by the employee. The Director will give his answer within two (2) working days. Every effort shall be made to satisfactorily resolve the grievance in this manner.

(b) Written Procedure.

Step 1. If the complaint is not satisfactorily settled by the Verbal Procedure, it shall be reduced to a written grievance, signed by the employe involved, setting forth the facts and the specific provision or provisions of this Agreement which are alleged to have been violated. The written grievance shall be submitted to the Director of Public Safety within five (5) working days after the City's answer in the Verbal Procedure. Within five (5) working day after the grievance has been so submitted, a meeting shall be held between the Chairman and the Director of Public

Safety or other authorized representatives of the City. The employee shall receive the Employer's written answer within five (5) working days after such meeting.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it may be appealed by submitting the grievance to the City Manager within five (5) working days following receipt of the Employer's step 1 answer. Within ten (10) working days after the grievance has been filed with the proper City representative, a meeting shall be held between representatives of the City and the Union Chairman and Steward. Either party may have outside representatives present, if desired.

### **SECTION 3.4 GRIEVANCE RESOLUTION.**

All resolutions of grievances by the Director of Public Safety involving financial considerations must be approved by the City Manager before they are binding on the City. Any such grievance resolution by the Director of Public Safety shall be promptly reduced to writing and presented to the City Manager for approval. If the grievance resolution is not approved by the Director of Public Safety in writing ten (10) working days after being presented to him, the grievance shall automatically advance to the next step of the grievance procedure.

### **SECTION 3.5 TIME LIMITATIONS.**

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the City, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

### **SECTION 3.6 TIME COMPUTATION.**

In computing days under the grievance procedure, Saturday, Sunday, and holidays recognized by the Agreement shall be excluded.

### **SECTION 3.7 GRIEVANCE FORM.**

The grievance form shall be mutually agreed upon.

### **SECTION 3.8 DISCHARGE GRIEVANCE.**

A grievance by an employee protesting a discharge or suspension must be initiated at Step 2 of the grievance procedure within five (5) working days after such discharge or suspension occurs.

### **SECTION 3.9 SELECTION OF ARBITRATOR.**

In the event the Union shall request arbitration of an unresolved grievance within fifteen (15) days of the City's answer in Step 2, the parties may agree upon an arbitrator. If they fail to agree upon an arbitrator, the parties may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, which arbitrator shall be from the State of Michigan. The parties shall select an arbitrator by alternately striking a name until only one name remains, which shall name the arbitrator.

### **SECTION 3.10 POWERS OF ARBITRATOR.**

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all time be governed wholly by the terms of this Agreement and he shall have no power or authority to add to, amend, alter or modify this Agreement in any respect. The arbitrator shall not have the authority to pass upon the Employer's exercise of any of its governmental rights not expressly limited by this Agreement. Any award of the arbitrator shall not be retroactive more than seven (7) days prior to the time that the grievance was first submitted in writing.

### **SECTION 3.11 ARBITRATOR'S AWARD.**

The arbitrator's decision shall be final and binding on the City, Union and employees, provided, however, that either party reserves the right to challenge an arbitrator's award if his jurisdiction has been exceeded. The fees and expenses of the arbitrator shall be paid equally by the Union and the Employer.

### **SECTION 3.12 ARBITRATION HEARINGS**

An employee involved in a grievance may be excused from work with pay for actual time lost from work to attend the arbitration hearing. If the grievance concerns more than one employee, the Union may select one representative employee to attend the hearing. Any employee called as witness, whether by the City or the Union, shall be excused from the hearing after testimony is completed.

### **SECTION 3.13 LOST TIME.**

The City agrees to pay for reasonable time lost from work by an employee during his regularly scheduled hours while processing a grievance in accordance with the grievance procedure and by one Union officer in attendance at an arbitration hearing. The Union agrees there shall be no abuse of this privilege. Lost time shall be compensated at the employee's straight time regular rate of pay.

### **SECTION 3.14 NO STRIKE PROVISION.**

The parties to this Agreement mutually recognize that the services performed by the employee covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty or be absent from work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket any of the City's premises. The Union further agrees that there shall be no strikes, sitdowns, stay-ins, stoppages of work, or any acts that interfere with the services of the City as long as this Agreement is in force.

**ARTICLE 4**  
**SENIORITY/CLASSIFICATIONS**

**SECTION 4.1 DEFINITION OF SENIORITY.**

Seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire. When an employee completes the probationary period, he shall be entered on the seniority list. If two (2) or more employees are hired on the same date, seniority ranking shall be determined by drawing names from a hat. There shall be no seniority among probationary employees. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

(a) Part-time employees will be credited with one (1) day of seniority for each eight (8) hours worked as part-time employees.

**SECTION 4.2 PROBATIONARY PERIOD.**

All new employees shall be considered to be on probation for the first one hundred eighty (180) days of employment following their first day of work for the City. The employee must have completed an accredited training school or had qualifying experience sufficient to meet the requirements of the law as required for his particular classification. Upon successful completion of the probationary period, the employee will acquire seniority as of the date of his employment.

**SECTION 4.3 PUBLIC SAFETY CLASSIFICATIONS.**

The following Public Safety classifications are established:

(a) Public Safety Officer 1 (PSO-1). Employees in this classification must have successfully completed an approved MLEOTC training school and an approved firefighter training school or shall have had such experience as necessary to otherwise meet the requirements of the law.

(b) Public Safety Officer 3 (PSO-3). This is a classification for employees who have successfully completed an approved MLEOTC training school or shall have had such experience as necessary to otherwise meet the requirements of the law. Employees assigned in this classification may include temporary or part-time employees.

(c) Dispatcher/Parking attendant/Police Clerk.

**SECTION 4.4 PART-TIME BARGAINING UNIT MEMBERS.**

(a) Part-time bargaining unit members who are not in arrears with their Union dues/Representation fees shall be represented by the Union for the purposes of wages and termination of employment action by the City.

(b) Part-Time employees shall be placed in a wage shedule based upon their seniority. Seniority for the purpose of the wage schedule will be determined for part-time employees only, by actual hours worked. Example, a part time employee who has worked 2080 hours would be placed at the one (1) year level and so on until they reach the maximum level.

(c) The Clothing allowance for part-time employees shall be determined using the same computation as section (b).

**SECTION 4.5 SENIORITY LIST.**

A seniority list shall be posted and kept current by the City and a copy given to the Union.

**SECTION 4.6 LOSS OF SENIORITY.**

An employee shall lose his seniority and his employment relationship shall end for any of the following reasons:

- (a) He quits or is discharged for just cause;
- (b) Retirement;
- (c) He is absent from work for two (2) consecutive working days without notice to the City;
- (d) He fails to return to work at the specified time upon expiration of a leave of absence, vacation or recall from layoff, unless a satisfactory reason for such failure is given;
- (e) He is on layoff status for a period of time equal to his seniority at the time such layoff began or eighteen (18) months, whichever is less;
- (f) He is on medical leave for a period of time equal to eighteen (18) months, or the length of his seniority at the time the leave began, whichever is less.

**SECTION 4.7 NON-BARGAINING UNIT POSITIONS.**

In the event a bargaining unit employee is transferred to a non-bargaining unit position, the employee shall not continue to accumulate seniority while in such non-bargaining unit position. If the City determines to return such employee to a bargaining unit position, the employee shall be credited with his previous seniority.

**SECTION 4.8 GRANT POSITIONS.**

Any new employees included in the unit who are there as a result of temporary state and/or federal funded programs may be laid off or terminated if such funded programs are discontinued, as may be determined in the sole discretion of the Employer, notwithstanding any provision, seniority or otherwise, included in this Agreement, provided, however, that such action does not violate any applicable state and/or federal funded program rules or regulations.

**ARTICLE 5**  
**LAYOFF/RECALL**

**SECTION 5.1 LAYOFF.**

A layoff shall be a reduction in the work force. If a layoff of employee(s) is deemed necessary, then the City shall give the affected employees two (2) weeks notice prior to the effective date of the layoff. In the event of a layoff, employees will be laid off from the classification involved in accordance with their seniority, with the least senior employee in the classification being laid off first, and so forth, provided the employees remaining have the necessary training, skill and ability to do the required work. An employee laid off from his classification may bump an employee with less seniority in another classification, provided he had the training, skill and ability to do the required work.

**SECTION 5.2 RECALL.**

In the event of recall after layoff, employees will be recalled according to seniority in the classification affected, with the most senior employee on layoff in the classification affected being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail.

If an employee fails to report for work within five (5) days from the date of receipt of notice of recall, he shall be considered a quit, provided that in proper cases, exceptions may be made.

**SECTION 5.3 JOB VACANCIES.**

If there is a vacancy in a bargaining unit job, the City will post a notice of such a vacancy for six (6) days. Any employee who wishes to be considered for a permanent transfer to such job may sign the posting. The Director of Public Safety and the City Manager will consider the applications and qualifications of the applicants, including training, skill, ability and work record. Where qualifications are substantially equal, the employee with the greatest seniority will be awarded the job, provided he is qualified to perform the job. Qualified employees seeking transfer will be placed in an open job before new employees are hired for that job. If an employee is awarded a job advancement and then disqualified by the City within one hundred eighty (180) days, the employee shall be returned to his former classification. He shall be advised of the reasons for his disqualification. During that time period, employees will receive the rate of pay for the job being performed. In the event an employee is on vacation at the time a posting for a job opening occurs, the employee will be given the opportunity to submit an application for the position within three (3) days of the date of his return to duty. Standard oral, written and practical tests may be uniformly administered to determine ability and capacity.

**ARTICLE 6**  
**HOURS OF WORK**

**SECTION 6.1 HOURS OF WORK.**

Eight (8) hours a day and five (5) days a week shall constitute a normal work week and employees will work eighty (80) hours in a normal two-week work schedule. Overtime at the rate of one and one-half (1-1/2) the employee's normal straight time rate of pay will be paid for hours worked in excess of eight (8) hours in a day or forty (40) hours in work week work schedule. As an alternative, the City may schedule some or all employees to work a schedule of four (4) days a week and ten (10) hours a day or a twelve (12) hour day. If such scheduling is used at any time, employees working such a schedule will be paid overtime at the rate of one and one-half (1-1/2) times the employee's normal straight time rate of pay for all hours in excess of the ten (10) hours in a day or forty (40) hours in a workweek. If utilizing the 12-hour shift schedule, employees will receive pay for 80 hours per pay period for the seven (7) days worked. Days in excess of 7 shall be reimbursed at one and one-half (1-1/2). Overtime pay will not be pyramided. All extra hours to rotate shifts will be paid at the rate of time and one-half. For the terms of this contract, a 12-hour shift will be utilized. Either party may request in writing to reopen the contract to negotiate any change in the 12-hour shift schedule.

Each employee will be given six hours of straight-time ETO or pay at his/her option each month to compensate for the 12-hour shift differential.

**SECTION 6.2 SHIFT CHANGES.**

Normal shift changes will be made out two (2) weeks in advance.

**SECTION 6.3 SENIORITY IN SHIFT SELECTION.**

In the event the employer reverts to frozen shifts, seniority shall be given preference concerning hours and weekends. This shall be done in rotation, high to low seniority.

**SECTION 6.4 COURT APPEARANCE.**

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. Any employee who is subpoenaed as a result of an accident in which he was involved 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.

**SECTION 6.5 CALL-IN.**

If an employee is called in to work outside his regular hours, he shall be guaranteed two (2) hours work at time and one-half (1-1/2). Call-in time will be paid in addition to holiday pay.

**SECTION 6.6 BREAKS.**

Employees shall be entitled to a 20 minute work break in the first half of their shift and a 20 minute work break in the second half of their work shift. An employee shall also be allowed a paid 30 minute lunch break.

**SECTION 6.7 EARNED TIME OFF.**

All employees covered by this agreement shall have the option to exchange any overtime worked for Earned Time Off (ETO) hours at the rate of time and one-half (1 1/2), under the following conditions.

(a) A forty (40) hour maximum accrual each year of the contract may be carried over from year to year.

(b) Any use of ETO accumulated hours will be deducted from the accrued bank.

(c) The ETO option will be made by the employee during the pay period that it is worked and shall be requested no later than 48 hours to the conclusion of the pay period. Such request shall be in writing to the department head.

(d) ETO may be used in increments of not less than one (1) hour and may be used in conjunction with vacation periods. ETO must be requested one week in advance and is subject to department head approval. No reasonable request shall be refused.



**ARTICLE 7**  
**HOLIDAYS**

**SECTION 7.1 HOLIDAYS.**

Employees with seniority shall receive the following holidays with pay:

Day before New Year's Day	Independence Day
New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving
Good Friday	Day before Christmas
Employees Birthday	Labor Day

Personnel who do not work a holiday shall receive eight (8) hours of holiday pay. Personnel working a holiday shall receive holiday pay for the amount of hours scheduled, i.e. if working an eight hour shift, they shall receive eight hours; if working 12 hours, they receive 12 hours.

**SECTION 7.2 PERSONAL BUSINESS LEAVE.**

Full time employees with one (1) full year of service shall be given two (2) Personal Business Leave days per year. Employees may use personal business leave in increments of four (4) hour blocks. Prior arrangements must be made one week in advance with the Department head unless the use is for an emergency.

**SECTION 7.3 HOLIDAY ELIGIBILITY RULES.**

The employee must work his normal work day before and the 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. When a holiday falls on a 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. If a holiday falls on an eligible employee'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 time and one-half (1-1/2) times his regular rate of pay for all hours worked on the holiday. However, it is agreed that any employee has the option, upon request, of super-vision, to mutually agree not to work on a holiday if it falls on their scheduled day to work, and in the event the employee decides not to work, the employee shall not forfeit holiday pay, it being understood that in the event the employee chooses not to work the holiday, it shall be the employee's responsibility to secure replacement.

**SECTION 7.4 HOLIDAY PAY FOR PART-TIME EMPLOYEES.**

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

**SECTION 7.5 EXTRA WORK ON HOLIDAYS.**

If an employee is not scheduled to work on a holiday, but is called in for work, he shall receive time and one-half (1-1/2) for hours so worked, in addition to his holiday pay.

**ARTICLE 8**  
**VACATIONS**

**SECTION 8.1. VACATIONS.**

Employees shall earn credit toward vacation in accordance with the following schedule:

After one year - eighty (80) hours

After two years through three years - one hundred twelve (112) hours

After four years through five years - one hundred twenty (120) hours

After six years through ten years - one hundred twenty-eight (128) hours

For each additional year's service above ten, employee will be credited with eight (8) additional hours of vacation, up to a maximum vacation of one hundred sixty-eight (168) hours. Employees who do not use any sick leave during the year will be eligible for one (1) extra day of pay or eight (8) extra hours of vacation at his option.

In the event an employee's pay day falls during his vacation period, upon request of the employee, the employee shall receive his last working day preceding the start of his vacation the pay he would have received during that pay period. Two (2) weeks notice to the payroll department will be given provided that the vacation is scheduled at least two (2) weeks in advance.

**SECTION 8.2 VACATION PAY UPON TERMINATION.**

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.

**SECTION 8.3 VACATION SCHEDULING**

Time off for vacation may be scheduled at any time, in the year after the anniversary date, upon proper notice as determined by City rules, if in the opinion of the City, such time off does not unreasonably interfere with the work of the City. In case of conflict between employees who have properly applied for vacation leave, the employee with the greatest seniority shall be given preference. Vacation pay and leave may not be accumulated from year to year. Vacation requests should be submitted by April 1. In the case of requests made after April 1, the earliest request will be given preference. If an employee is not able to schedule all his/her vacation in a year period, he may cash out no more than 25% of the hours received in the year period. No vacation time may be carried over from year to year.

**ARTICLE 9**  
**LONGEVITY**

**SECTION 9.1 LONGEVITY PAY.**

The City will pay a longevity benefit to each employee after the completion of two years of service at the following rate:

After 2 years of service - 1/2% of base salary of 2nd year  
After 3 years of service - 1% of base salary of 3rd year  
After 4 years of service - 1% of base salary of 4th year  
After 5 years of service - 1-1/2% of base salary of 5th year  
After 6 years of service - 1-1/2% of base salary of 6th year  
After 7 years of service - 1-1/2% of base salary of 7th year  
After 8 years of service - 2% of base salary of 8th year  
After 9 years of service - 2% of base salary of 9th year  
After 10 years of service - 2% of base salary of 10th year  
After 11 years of service - 2% of base salary of 11th year  
After 12 years of service - 2-1/2% of base salary of 12th year  
After 13 years of service - 2-1/2% of base salary of 13th year  
After 14 years of service - 2-1/2% of base salary of 14th year  
After 15 years of service - 3% of base salary of 15th year  
After 17 years of service - 3 1/2% of base salary of 17th year.  
After 20 years of service - 4 1/2% of base salary of 20th year.

Longevity benefits accumulate only for full years of service based on the anniversary date of the employee's date of hire. An employee who has worked two years or more shall receive his longevity pay the first of December hereafter. If employment is severed after accumulating longevity, the employee will be paid the longevity he had accumulated at the time of termination of employment based on full years of service.

**ARTICLE 10**  
**INSURANCE/PENSIONS**

**SECTION 10.1. HOSPITALIZATION INSURANCE.**

The City will pay the cost of hospitalization insurance for all full-time employees and their dependents. Such insurance shall be through the Priority Health Plan or equivalent with \$3 drug card.

Beginning April 1, 1994, the city shall contribute 3% per year of the base salary of each employee covered by this contract to a deferred compensation plan of the employee's choice. Such contribution shall become the employees to use for retirement insurance coverage or for whatever use he may decide. If an employee leaves the city's service, such monies are the employee's to use.

All employees 49 years or older shall continue to be covered under the provisions of the 1991 contract. The employee shall pay 50% of the costs of hospital insurance policies through the insurer and the employer shall pay the remainder which is capped at the rate of such insurance as of April 1, 1994.

The insurance shall be the identical plan currently in effect for bargaining unit employees. It shall remain in effect until the employee reaches age 65.

**SECTION 10.2 LIFE INSURANCE.**

The City agrees to provide Forty Thousand Dollars (\$40,000) group term life insurance for all full-time employees covered by this Agreement. The life insurance policy will include a double indemnity clause.

**SECTION 10.3 DENTAL INSURANCE.**

The City shall provide 80/20 dental insurance with Delta Dental, or equivalent coverage. Such dental insurance shall be provided to all full-time employees and their dependents.

**SECTION 10.4 OPTICAL INSURANCE.**

The City of Ionia will provide for all employees an Optical Insurance through Blue Cross/Blue Shield of Michigan or equivalent. Beginning on April 1, 1990 the City will provide this insurance for the dependents of all employees. Such Optical Insurance will be Plan A-80 or equivalent.

**SECTION 10.5 FALSE ARREST INSURANCE.**

The City shall provide and pay the premiums for False Arrest Insurance. Employees of this department who are engaged in duties that are provided and trained for by this department will be provided with liability coverage.

**SECTION 10.6 PENSIONS.**

The City will provide the Michigan Municipal Employees Retirement System (MMERS) Plan C-1 (New) with the F-55/25 rider for all full-time employees in the bargaining unit. All full-time employees shall receive credit for all years of service and all pension costs will be paid by the City.

**SECTION 10.7 NON-DUPLICATION OF BENEFITS.**

An employee who is entitled to health care benefits (i.e. medical, hospital, dental and/or optical) under any employee insurance plan or employee self-insurance plan which provides similar to or identical to benefits as contained in this agreement shall not duplicate such benefits through the City. The employee shall receive 25% of the premium cost in lieu of the City's health care benefits.

(a) Employees who use the option shall be paid their percentage amount, less required deduction, on a quarterly basis.

(b) If an employee shall so elect, he or she may receive a one-time \$500 payment on December 1. He or she would not then receive the quarterly payment.

(c) Employees shall have the opportunity to return to the City's health care benefit(s) during any yearly enrollment period.

**ARTICLE 11**  
**EQUIPMENT**

**SECTION 11.1 UNIFORMS.**

New employees, upon initial hire, shall be furnished uniforms and equipment as set forth on the following page. Thereafter, the City will pay annually, on or before April 1, to each employee a uniform allowance as follows:

PSO-1      Three Hundred Dollars (\$300.00)  
PSO-2      Two Hundred Seventy-Five Dollars (\$275.00)  
Dispatchers   Two Hundred Dollars (\$200.00)

Uniforms and equipment for the Public Safety Department shall consist of the following:

**Public Safety Officer 1**

Five Summer Shirts	One Summer Jacket
Five Winter Shirts	One Winter Jacket
Five Trousers	Collar Brass
Sam Browne Belt	Service Weapon & Holster
Handcuffs and Case	Hat and Hat Badge
Ammo Belt Case w/Speed Loaders	Whistle & Chain
Two Badges (Shirt Type)	Two Name Tags
Three Ties	One Rechargeable Mini-mag Lite
One Mini-mag Holster & Helmet Clip	One Second-Chance Vest
One Turnout coat	One Set Bunker Pants
One Pair Nomex Insulated Gloves	One Pair of F.F. Boots
One Nomex Hood	One Helmet with Safety Shield
Gear Bag	One Fatigue-type Trousers
One Cotton Pullover with Department Emblem	

**Public Safety Officer 2**

Five Summer Shirts	One Summer Jacket
Five Winter Shirts	One Winter Jacket
Five Sets Trousers	Collar Brass
Two Badges (Shirt Type)	Hat and Hat Badge
Whistle and Chain	Two Name Tags
Three Ties	One Rechargeable Mini-mag Lite
One Mini-Mag Holster & Helmet Clip	One Helmet w/Safety Shield
One Turnout Coat	One Set Bunker Pants
One Pair Nomex Insulated Gloves	One Pair F.F. Boots
One Nomex Hood	One Second-Chance Vest
One Cotton Pullover with Department Emblem	One Fatigue-type trousers

Public Safety Officer 3

Three Summer Shirts  
Three Winter Shirts  
Three Trousers  
Two Name Tags  
Whistle and Chain  
Sam Brown Belt  
Speed Loaders and Case  
Service Weapon & Holster  
One Mini-Mag Holster

One Summer Jacket  
One Winter Jacket  
Collar Brass  
Hat and Hat Badge  
Two Shirt Type Badges  
Handcuffs and Case  
Three Ties  
One Mini-Mag Rechargeable Lite  
One Second Chance Vest

Dispatchers and Meter-Persons

Three Summer Shirts  
Three Winter Shirts  
Three Trousers or Skirts

Three Ties  
One Summer Jacket  
One Winter Jacket

Uniforms and equipment may be furnished by season where appropriate.

The Second-Chance vests purchased by the City must be worn by Public Safety Officers while on duty.

The City will continue to clean uniforms in accordance with the current program. In the event an employee's uniform is damaged in the line of duty, the City will replace the damaged item without cost to the employee.

**SECTION 11.2 EQUIPMENT.**

The City shall not require that an employee operate in the line of duty any equipment reported not to be in safe operating condition. It shall not be a violation of this Agreement to refuse to operate such equipment unless said refusal is unjustified. Upon such a refusal, the Director of Public Safety, or person acting in his stead, shall determine whether the equipment is in safe operating condition. If he determines that the equipment is in safe operating condition, the employee shall operate it. Equipment shall be submitted as soon as practicable to proper personnel, qualified in that particular field, for proper evaluation.

**ARTICLE 12**  
**WAGES**

**SECTION 12.1 WAGES.**

Wage rates are attached hereto as Attachment "A". Employees will be paid every two weeks.



**ARTICLE 13**  
**LEAVES**

**SECTION 13.1 GENERAL RULES REGARDING LEAVES OF ABSENCES.**

All leaves of absence shall be without pay, unless otherwise provided in this Agreement. An employee shall retain and continue to accumulate seniority while on all approved leaves of absence, unless otherwise provided. Leaves of absence shall no be taken for the purpose of obtaining or working at other employment. An employee returning to work from a leave of absence shall be returned to his former classification provided he has sufficient seniority.

**SECTION 13.2 PERSONAL LEAVE.**

The Director of Public Safety, for good cause, may grant a personal leave of absence for a period not to exceed thirty (30) days. An extension of leave of absence may be granted at the Director's sole discretion provided it is requested prior to the termination of the thirty (30) day period. Leave of absence shall not be given for the purpose of obtaining or working other employment.

**SECTION 13.3 MEDICAL LEAVE.**

Medical leave without pay shall be granted upon application from the employee for illness or injury subject to the employer's right to required medical proof of disability. An employee may be on medical leave for a period of not more than eighteen (18) months, or the length of his seniority at the time the leave began, whichever is less, and seniority shall not continue beyond that time. The employer may request as a condition of continuance of any extended medical leave, proof of continuing disability. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capability to perform his job, the Employer may require a medical examination by a doctor of the Employer's choice and at the Employer's expense, and if reasonable cause is found, require the employee to take medical leave of absence. In the case of any doctor's recommendation or certificate required by this section, the Employer reserves the right to provide a form reasonably showing physical requirements of the job, and the employee must use such form, if provided.

**SECTION 13.4 FAMILY LEAVE.**

An employee who becomes pregnant will be granted a leave of absence for a reasonable length of time before and after the anticipated birth. Such leave of absence will be based on a doctor's certificate and the employee's ability to do the required work. When requesting a maternity leave, the employee must notify the Employer as far in advance as possible of the date the leave is to begin, but such notice should be given by the end of the fourth month (4th) of pregnancy. Any employee returning to work from a maternity leave must present a doctor's certificate that she is physically able to perform her work. The City will also grant leave of up to 42 days for the spouse or for an employee to care for sick wife, children, or birth parents. Such leave will be without pay.

**SECTION 13.5 UNION LEAVE.**

A leave of absence not to exceed seven (7) working days may be granted to any employee to attend conferences or conventions of the Union, provided, however, that reasonable notice is given to the City and that such leave may be scheduled after giving due consideration to personnel requirements.

**SECTION 13.6 MILITARY LEAVE.**

Any employee with seniority who enters active service of the Armed Forces of the United States for a first period of active service shall have such rights as are provided by applicable state and Federal laws. If the employee does not return to work within ninety (90) days following his discharge under honorable conditions, he shall be considered to have voluntarily quit.

**SECTION 13.7 FUNERAL LEAVE.**

An employee will be granted up to three (3) calendar days leave of absence with pay in the case of death in his immediate family. Immediate family means spouse, parents of employee or spouse, grandparents of either, brother, sister or child of employee, brother or sister of current spouse. An employee will be granted on (1) day of paid funeral leave to attend the funeral of an aunt or uncle.

**SECTION 13.8 PAID SICK LEAVE**

(a) Sick leave pay will be credited to all full-time employees covered by this Agreement at the rate of one-half (1/2) work day [four (4) hours] for each two weeks worked and may be accumulated up to a maximum of one hundred twenty (120) days [nine hundred sixty (960) hours]. No paid sick leave time will be taken until after six (6) months of employment, except with the approval of the Public Safety Director.

(b) If an employee suffers a compensable injury, he may use the dollar amount of unused sick pay at the time the injury occurred to make up the difference between his daily or weekly wage and the amount of his Workers' Compensation benefits, until such dollar amount is exhausted.

(c) The Employer may require an employee to submit medical or other evidence satisfactory to it in order to support his request for sick days.

(d) In the event of death or retirement, an employee or his estate will be paid 100% of his accumulated sick leave days.

(e) In the event of his resignation or discharge, an employee will receive sick leave pay at the rate of one-half (1/2) of his accumulated sick leave days.

(f) An employee who is laid off may use sick leave days during the period of his layoff.

(g) During collective bargaining negotiations the City and the Union agreed upon the handling of sick days accumulated by firefighters before they became public safety officers involved in the collective bargaining agreement covering employees of the Public Safety Department. These agreements are as follows:

- 1) All sick leave days accumulated by firefighters prior to January 1, 1988, and unused as of that date, will be frozen in a separate accounting, with a frozen value of Six Dollars and 78/100 (\$6.78) per hour.
- 2) In the event a former firefighter has occasion to use sick leave days after January 1, 1988, he shall first use the frozen sick leave days at the frozen rate, until those

frozen sick leave days have been exhausted, after which he may use sick leave days accumulated after January 1, 1988, in accordance with the terms of the collective bargaining agreement covering Public Safety Department employees.

- 3) In the event that an employee who was formerly a fire-fighter and who has accumulated frozen sick leave days shall die or retire, the employee or his estate will be paid one-half (1/2) of his accumulated frozen sick leave days at the frozen rate, in addition to whatever rights, if any, the employee or his estate may have to unused sick leave days accrued under the then current collective bargaining agreement covering such employee.
- 4) In the event that an employee who was formerly a fire-fighter and who has accumulated frozen sick leave days and at least three (3) years of service shall terminate his employment for other than disciplinary reasons or the reasons set forth in paragraph 3 above, such employee will be paid one-half (1/2) of his accumulated frozen sick leave days at the frozen rate, up to a maximum of Nine Hundred Forty Dollars (\$940.00), in addition to whatever rights, if any, the employee or his estate may have to unused sick days accrued under the then current collective bargaining agreement covering such employee.
- 5) Commencing on January 1, 1988, employees who were formerly firefighters will be eligible to accumulate sick leave days as provided in the collective bargaining agreement covering Public Safety employees, to the maximum accumulation of sick days provided in that agreement, in addition to his unused frozen sick leave days, if any, in a separate accounting as described in paragraph 1 above.

(h) Any employee who has accumulated 960 hours of sick leave as provided under this agreement shall be reimbursed for one-half (1/2) of the hours that exceed the 960 hour cap during the first week of December.

### **SECTION 13.9 WORKMEN'S COMPENSATION.**

The City shall, for a period not to exceed thirteen (13) weeks, supplement without change to sick leave or vacation, workmen's compensation benefits for an employee injured on the job by the difference between workmen's compensation benefits and the normal weekly earnings, excluding overtime. In the event an employee received sick leave compensation and subsequently such employee is awarded workmen's compensation for the same period of time, the employee shall reimburse the City for such amounts received as sick leave compensation and the City shall credit the employee's sick leave accrual account with the number of time so used as sick leave.

**ARTICLE 14**  
**RESIDENCY**

**SECTION 14.1 RESIDENCY.**

All full-time and regular part-time Public Safety Officers of the Public Safety Department are required to live within the County of Ionia as a condition of employment. Two employees will be grandfathered to be exempt from this article. The union will notify the employer in writing of the two (2) bargaining unit members.

**ARTICLE 15**  
**STAFFING**

**SECTION 15.1 STAFFING.**

The City will staff the Public Safety Department as it determines necessary to meet the needs of the City. However, after the Public Safety Department becomes operational, there will be scheduled at all time no less than two (2) PSO-1's on duty, and the City will make every effort to replace any shift with the necessary manpower in case of sickness, or absence of an employee, to maintain this minimum, unless specifically agreed upon by the Union and the City (exception-day shift) until such time additional manpower is hired to bring this shift to minimum.

**ARTICLE 16**  
**SPECIAL CONFERENCE**

**SECTION 16.1 SPECIAL CONFERENCE.**

Nothing in this Contract shall prevent the parties, by mutual agreement, from meeting for a special conference on matters of mutual concern, but such meeting shall not be used for collective bargaining. Any request for a special conference shall be made to the City Manager and shall be accompanied by a suggested agenda for the conference.

**ARTICLE 17**  
**CLASSIFICATIONS/WORK BY OTHERS**

**SECTION 17.1 NEW CLASSIFICATIONS.**

The City may establish new classifications during the term of this Agreement. Upon establishment of a new classification, the City shall advise the Union in writing of the rate of pay of such classification. If the Union does not agree that the rate of pay is reasonable, it shall notify the City in writing within five (5) working days after receipt of notice of the establishment of such new classification, explaining its reasons. The City will meet to discuss its reasons for so establishing the rate. If the Union does not then agree that the rate is reasonable, it may file a grievance at the Step 3 level of the grievance procedure within five (5) days of such meeting and may submit the question of reasonableness to an arbitrator in accordance with the grievance procedure.

**SECTION 17.2 WORK BY SUPERVISORS.**

Supervisors shall not take the place of or perform the duties of any employee, except for absence because of sickness, vacations, training school attendance and emergencies. Emergencies are defined as those situations which require immediate attention and an employee covered by the Agreement is not available. Nothing in the section shall be construed to limit a supervisor from making an arrest or preventing a breach of the peace or to limit a supervisor from assisting in fighting a fire.

**SECTION 17.3 TEMPORARY VACANCIES.**

The City is not required to assign supervisors to fill in for temporary vacancies when Public Safety Officers are not available. That is up to the discretion of the Director of Public Safety.

**SECTION 17.4 TEMPORARY EMPLOYEES.**

The City may hire temporary employees for up to but not to exceed thirty (30) calendar days. Any period in excess of thirty (30) calendar days of employment must be agreed upon by the union and the city.

THE POLICE OFFICERS LABOR  
COUNCIL- THE IONIA  
PUBLIC SAFETY DIVISION

CITY OF IONIA

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## **LETTER OF UNDERSTANDING**

RE: Insurance

This letter of understanding is to further define insurance benefits as covered under the contract with the City of Ionia dated April 1, 1994.

It is the intent of this contract to allow Priority Health Insurance at such time as all employees of the City of Ionia make the change from Blue Cross Blue Shield to the PHI system. In addition, all retirees are to receive benefits as equivalent to BC-BS at the time of signing of this contract. It is understood at the signing of the contract that negotiations have taken place to create such a system with PHI but no such plan exists at this time. If the plan is less cost than the BC-BS, the employee will share in the savings of the plan with his 50% as specified in this contract being lowered to the cost of such plan when created.

Police Officers Labor Council  
Ionia Public Safety Division

City of Ionia

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SCHEDULE A  
WAGES

CURRENT CONTRACT

<u>START</u>	<u>6 MOS</u>	<u>1 YEAR</u>	<u>18 MOS</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
<u>FSO 1</u>						
\$24,846	\$26,050	\$27,192	\$27,709	\$28,694	\$29,003	\$30,371 <sup>14.601</sup>
<u>PSO 3</u>						
\$23,553	\$24,694	\$25,775	\$26,260	\$27,190	\$27,489	\$28,777
<u>DISPATCH</u>						
\$16,990	\$17,675	\$18,700	\$19,515	\$20,473		
 <u>APR 1, 1994</u>						
<u>PSO 1</u>	<sup>12.542</sup>	<sup>13.15</sup>	<sup>13.727</sup>	<sup>13.929</sup>	<sup>14.426</sup>	<sup>14.641</sup>
\$26,088	\$27,353	\$28,552	\$29,094	\$30,129	\$30,453	\$31,890 <sup>15.332</sup>
<u>PSO 3</u>	<sup>11.890</sup>	<sup>12.466</sup>	<sup>13.012</sup>	<sup>13.256</sup>	<sup>13.726</sup>	<sup>13.877</sup>
\$24,731	\$25,929	\$27,064	\$27,573	\$28,550	\$28,863	\$30,216 <sup>15.008</sup>
<u>DISPATCH</u>						
\$17,840	\$18,559	\$19,635	\$20,491	\$21,497		
<sup>8.577</sup>	<sup>8.923</sup>	<sup>9.440</sup>	<sup>9.851</sup>	<sup>10.335</sup>		
 <u>APR 1, 1995</u>						
<u>PSO 1</u>						
\$27,393	\$28,720	\$29,979	\$30,549	\$31,635	\$31,976	\$33,484
<u>PSO 3</u>						
\$25,967	\$27,225	\$28,417	\$28,952	\$29,977	\$30,307	\$31,727
<u>DISPATCH</u>						
\$18,731	\$19,487	\$20,617	\$21,515	\$22,571		
 <u>APR 1, 1996</u>						
<u>PSO 1</u>						
\$28,762	\$30,156	\$31,478	\$32,077	\$33,217	\$33,575	\$35,158
<u>PSO 3</u>						
\$27,266	\$28,586	\$29,838	\$30,399	\$31,476	\$31,822	\$33,313
<u>DISPATCH</u>						
\$19,668	\$20,461	\$21,648	\$22,591	\$23,700		