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CITY

AGREEMENT
between
CITY OF IRONWOOD
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN
EFFECTIVE APRIL 1, 1996 TO MARCH 31, 1998

Ironwood, City of

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AGREEMENT

This Agreement entered into between the **CITY OF IRONWOOD**, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and the **POLICE OFFICERS ASSOCIATION OF MICHIGAN** existing under the laws of the State of Michigan (hereinafter referred to as the "Union").

ARTICLE 1 PURPOSE AND INTENT

1.1: The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Ironwood in its capacity as an Employer, its employees, the Union, and the citizens of the City of Ironwood, Michigan.

1.2: The union and the city consider themselves mutually responsible to improve the public service through creation of improved morale and efficiency.

ARTICLE II RECOGNITION

2.1: The City of Ironwood recognizes the Police Officers Association of Michigan as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of Public Acts of 1947 as amended by Act 379 of Public Acts of 1965, for all public safety officers below the rank of Deputy Director and part-time and full-time dispatcher/clerks. The City agrees to negotiate with the Union on all matters concerning wages, hours, and conditions of employment.

ARTICLE III AGENCY SHOP

3.1: Any employee who is not a union member and who does not make application for membership, shall, as a condition of employment, pay to the Union an amount equal to the Union's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to

the members as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment, whichever first occurs, shall be discharged by the Employer.

3.2: The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop dues check off clause, and to include any cost of litigation and attorney fees incurred by the City as a result thereof.

ARTICLE IV **DUES CHECK-OFF**

4.1: The City will deduct upon signed authorization by individual employees all initiation fees, dues and assessments as certified by the Union and forward same to the Union's authorized Treasurer each month. The authorization shall be irrevocable for the term of this Agreement.

ARTICLE V **EMPLOYEE RIGHTS**

5.1: Public Safety employees shall have the right to form and join the union for the purpose of asserting their legitimate rights to participate in the decisions which affect the terms and conditions of their employment.

5.2: In order to accomplish this end, the Union affirmatively asserts -- on behalf of its members -- the right and the responsibility to:

- A. Engage in collective bargaining with public employers and their authorized representatives for the purpose of establishing, maintaining, and/or improving both the terms and conditions of employment; and
- B. Engage, individually or in concert, in any and all

legal activities which may become necessary to insure that any such policies negotiated by the parties regarding terms and conditions of employment be rigorously maintained.

5.3: Outside Employment. Public Safety personnel shall be permitted to accept supplemental employment during off-duty hours, subject however to the limitations that: (1) supplemental work creating any conflict of interest with the primary public safety work, as determined by the Employer, shall be prohibited, (2) workers' compensation coverage shall be provided by the second employer for such supplemental work, and (3) the second job must not interfere with the employee's fitness and availability for public safety duty, whether of a schedule or call-in nature.

5.4: Political Activities. Members have the same rights to participate in political activities while off duty and out of uniform as any citizen.

ARTICLE VI **REPRESENTATION**

6.1: In accordance with other provisions of this Agreement, the city will negotiate new contracts, any matter not covered by this Agreement, and clarifications of this Agreement with the Union. The Union committee for such negotiations may include four (4) representatives selected by the local association and a representative of the POAM.

6.2: On-duty employees, who are members of the committee, shall be permitted to negotiate a working agreement and process grievances without loss of pay or benefits.

ARTICLE VII **MANAGEMENT RIGHTS**

7.1: Management shall have responsibility and authority to manage and direct in behalf of the public the operations and activities of the public agency to the full extent authorized by law. Such responsibility and activity shall include but not be limited to the right of the public employer to:

- A. Direct the work of its employees.
- B. Establish policy.
- C. Hire, promote, demote, transfer, assign duties, equipment and tools, and retain employees.
- D. Suspend or discharge the employees in accordance with applicable law.
- E. Maintain the efficiency of public operation.
- F. Design and implement a comprehensive safety program for all employees.
- G. Take actions necessary to carry out the mission of the public agency as provided by law.
- H. Perform work with supervisory personnel.
- I. Determine size of work force.
- J. Comply with and fulfill the intents and purpose of Act 78, of Public Acts of 1935, as amended.
- K. To determine the means, methods, and locations of operations.

ARTICLE VIII

ASSOCIATION ACTIVITIES

8.1: Union business, other than negotiations or grievance proceedings in accordance with this contract, shall not be conducted during working hours by any union member. The City agrees, however, that a steward should not be denied reasonable access to members during working hours for the purpose of representing them in the event of the arousal of a work related dispute provided that the supervisor simultaneously must be notified of such a dispute.

8.2: Union members designated as negotiators may take part in formal negotiations with the City without loss of time or pay,

but only at scheduled meetings agreed upon by the City. Said employee representatives shall not exceed four (4) in number at any one meeting.

8.3: Notification. The Union will promptly inform the City, in writing, whenever it elects new officers of the names and titles of individuals holding Union office.

ARTICLE IX **GRIEVANCE PROCEDURE**

9.1: The procedure set forth herein shall be the sole and exclusive forum for the adjustment of grievances arising under this Agreement. The use of any other forum or method to settle a grievance shall result in the abandonment of the grievance with prejudice against the grieving party.

9.2: A grievance is defined as:

- A. A specific violation of this contract.
- B. A matter in interpretation of any provision of this contract, conflict between the various provisions of this contract, or conflict between this contract and the law.
- C. A matter involving health, safety or civil rights.
- D. A matter involving department rules and regulations.

9.3: All grievances shall be processed as follows:

The informal resolution of grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

Every officer covered by this Agreement shall present grievances only in accordance with the following procedures:

Step 1. Informal Discussion with City Manager. The aggrieved employee will informally discuss the matter with the City Manager or Acting City Manager.

Step 2. Written/Public Safety Director. The aggrieved employee shall present the written grievance to the Director of Public Safety within fifteen (15) working days from the date of the events which caused the grievance. This grievance shall be answered in writing by the Public Safety Director within fifteen (15) working days. If the grievance is not then resolved, then within the next fifteen (15) working days, a meeting between the Public Safety Director, president or steward, and the aggrieved employee shall be held to discuss and attempt to resolve said grievance.

Sept 3. City Manager. If the filed grievance is not resolved by the process in foregoing Step 2, then the grievance and replies shall be submitted to the City Manager within fifteen (15) working days. He shall then schedule a meeting within the next fifteen (15) working days to discuss the grievance with the Public Safety Director, the president or steward and the aggrieved employee in an attempt to amicably resolve the grievance. The City Manager shall file a written decision within fifteen (15) working days of said meeting and his decision on said grievance shall be final, subject to the arbitration process hereinafter provided.

Step 4. Arbitration. Any unresolved grievance within this contract having been processed through the last step of the grievance procedure, may be submitted to arbitration by either party within 30 calendar days of the City Manager's answer in step 3 in accordance with the following:

9.4: Arbitration. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Upon receipt of a notice to arbitrate, the City and the Union shall each appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated. The two (2) designated arbitrators shall meet and appoint a third neutral person to act as chairman of the board of arbitrators. In the event the two (2) designated arbitrators cannot agree upon the third person within fifteen (15) days of the demand for arbitration, they shall request the Federal Mediation and Conciliation Service to appoint an impartial arbitrator to act as chairman in accordance with its then applicable rules and regulations.

A. Arbitrators' Authority. The arbitrators' powers shall be limited to the applications and interpretation of this Agreement as written, and they shall have no power or authority to amend alter or modify this Agreement in any respect. Any award of the arbitrator shall not be retroactive to more than fifteen (15) days prior to the time that the grievance was first submitted in writing. The arbitrators' decision shall be final and binding on the Union and Employer and it's employees, provided however, either party retains all legal rights to challenge the arbitration and the decisions thereof if the award was the result of unlawful means or where the arbitrator has exceeded this powers of jurisdiction.

B. Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by the union and City.

C. Multiple Grievances. Grievances affecting a number of employees may be treated as a policy grievance and entered directly at the foregoing Step I of this grievance procedure.

9.5: Representation. An aggrieved employee is entitled to be represented at any of the foregoing Steps 2 and 3 of this grievance procedure, by the president or steward or their appointed representative, or by legal counsel. Representation shall be at the expense of said aggrieved employee.

9.6: Records. All records, reports and other information pertaining to a pending grievance or an involved employee shall be made available for inspection by the Union and City.

9.7: Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedures 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 Employer, the grievance shall automatically advance to the next step, including arbitration, upon notice of such by the Union. The time limits established in the grievance procedure may be extended by mutual agreement in writing by both parties.

ARTICLE X

NO STRIKE

10.1. In no case shall there be a strike by any employee or group of employees, either before a grievance is filed, while it is pending, or following its final settlement. Any such work stoppage or slow-down whether it be called a strike or not, shall be a violation of this contract and shall be considered cause for the immediate discharge of those participating in such conduct.

10.2: In the event that a strike or any other work stoppage or slow-down occurs, the Union shall take prompt and affirmative action to terminate the illegal strike or work stoppage or slow-down and to request and encourage all employees involved to promptly return to work. Neither party shall negotiate on the merits of the dispute until such time as said stoppage or slow-down has ceased and been corrected. The City shall be entitled to recover damages as permitted by law resulting from said illegal conduct.

ARTICLE XI

DISCIPLINE

11:1 The continued tenure of every employee under this Agreement shall be only during good behavior and efficient service. For just cause, an employee may be subject to discipline, discharge, suspension without pay or deprivation of employment, fringe benefits and privileges subject to the provisions of Act 78, of Public Acts of 1935, as amended (the Civil Service Law).

11.2: In the case of any disciplinary action, the City manager shall give written notice thereof within ten working days of discovery to the employee and to the Union for informational purposes only. The Union shall acknowledge, in writing, receipt of said notice within five (5) working days of the date of notice. Any objections or answer shall be included in said acknowledgment.

11.3: Should the employee or Union in his behalf fail to object in writing to the disciplinary action affecting said officer within five (5) days, as provided above, it will be presumed that the employee and Union assented to such action, and

such disciplinary action shall not be subject to further hearing, appeal or grievance and further the Union waives the right to make such disciplinary action an issue in any subsequent proceedings.

11.4: An employee subject to disciplinary action shall be entitled to all rights and procedures as set forth in the grievance procedure or the rights as provided by Act 78, of Public Acts of 1935, as amended, but not both. An employee who invokes Act 78 shall be deemed to have waived his rights under the grievance procedure.

11.5: Written notification shall be given within ten working days to the employee and to the Union of any disciplinary action taken against any employee which results in official entries being added to his personnel file. All official entries stemming from disciplinary action taken against an employee shall, at the employee's request, be removed from said employee's personnel file after two (2) years, and notice of said removal shall be served upon the Union and upon the employee.

ARTICLE XII

SENIORITY

12.1: Seniority is defined as the status attained by length of continuous service with the Department.

12.2: City employment seniority commences from the first day of employment, or reinstatement if service broken by the City of Ironwood. This class of seniority shall govern all matters of vacation, sick leave, longevity pay, and other general benefits of City employment related to length of service.

12.3: In the pension systems, seniority commences the date that employee contributions were credited to the pension system to which the employee belongs.

12.4: Department seniority commences the date of appointment to the seniority unit. This class of seniority shall govern layoff and recall, which shall be in accordance with the provisions of Act 78, Public Acts of 1935, as amended. It shall govern all other matters of strictly departmental concern which are affected by seniority. Job assignments shall be made upon

the basis of seniority, provided the officer is qualified. Dispatcher/clerks shall have their own seniority list and cannot transfer to the public safety officer seniority list. If there should be a layoff within the Public Safety Department, the dispatcher/clerks shall be the first to be laid off prior to any public safety officers.

Dispatcher seniority commences the date of appointment to the seniority unit. This class of seniority shall govern layoff, recall, and all other matters of strictly departmental concern which are affected by seniority.

12.5: Current employees of the Ironwood Police Department as of August 1, 1980, on the payroll at the execution of this Agreement, who either become public safety officers or not, shall not be laid off until all other public safety officers are laid off first.

A. Employees shall lose their seniority for the following reasons:

1. Discharge if not reversed.
2. Resignation.
3. Unexcused failure to return to work when recalled from layoff within 72 hours of service of notice to return.
4. Failure to return to work after expiration of leave of absence of giving a false and fraudulent reason for obtaining leave of absence.

12.6: The City shall maintain seniority rosters showing officers arranged according to seniority classification to be prepared annually and signed by the City Manager, Public Safety Director and president of the association, and said list shall be posted on the local association's bulletin board at the department.

12.7: An employee entering into the military service of the United States government shall, upon honorable discharge, be entitled to all rights under the Veterans Re-Employment Rights Act. He shall suffer no loss of seniority for periods of

compulsory military duty or for periods of military reserve training.

- 12.8: A. Layoff shall mean a reduction in personnel, within the bargaining unit, for any reason determined by the City.

The City shall determine the classifications of employees to be affected, including the number of positions in each classification to be eliminated or reduced.

- B. Layoffs within the bargaining unit shall be by classification. If a given classification is to be reduced or eliminated, probationary and part-time employees in the classification affected shall be laid off first. If seniority employees are to be laid off in the classification affected, such employees shall be laid off in the inverse order of their seniority (i.e., least senior first).
- C. If a seniority employee is laid off pursuant to the above provisions, such employee shall have the "bumping" privileges set forth below. To be eligible to "bump", a laid off employee must:
1. Be a seniority (non-probationary) employee; and
 2. Exercise such bumping privileges in writing to the City within three (3) working days after being notified of layoff; and
 3. Bump only from a higher paid classification to a lower paid classification; and
 4. Have greater seniority than the person to be bumped.

An employee who is eligible to bump and who exercises bumping privileges pursuant to the above provisions will be paid at the rates applicable to the new classification.

12.9: A. If the City determines to expand the work force, by adding or reinstating positions within any of the bargaining unit classifications from which seniority employees have been laid off, the following recall provisions shall apply.

1. Seniority (i.e., non-probationary) employees who have been laid off from a given classification shall, if they are still eligible for recall and whether or not they have exercised bumping privileges as provided above, be recalled in the inverse order of their layoff from the classification affected.
2. Recall notices shall be by mail, addressed to the employee's last known address. If the employee fails to report for work or notify the City within five (5) working days of the recall date indicated in the notice, such employee shall be presumed to have resigned and shall have no further recall rights.

12.10: Employees not affected by a layoff may at their option, by notifying the city, be voluntarily laid off to allow lesser seniority employees to retain their positions. Employees electing a voluntary layoff shall have all rights to recall as provided in Section 12.9.

ARTICLE XIII

MAINTENANCE OF CONDITIONS

13.1: Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved here, be maintained during the term of this Agreement. The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

13.2: Residency. Employees may live outside the City of Ironwood if their residence is in the Townships of Ironwood and Erwin and within ten (10) miles of the Ironwood City limits.

Residency must not hinder an employee's response to emergencies and call-ins. All employees subject to emergency and other job related call-ins shall have their response reviewed annually to identify hindrances to call-in staffing; The results of this review to be used to determine if changes in Departmental call-in procedures or requirements are necessary.

ARTICLE XIV **ADOPTION BY REFERENCE**

14.1: The parties further agree that all provisions of the City Charter, Rules and Regulations of the Public Safety Department, Ordinances and Resolutions of the City Commission as amended from time to time, relating to the working conditions of union members are incorporated herein insofar as they do not conflict with this Agreement.

ARTICLE XV **BULLETIN BOARDS**

15.1: The City agrees to furnish and maintain a suitable bulletin board in a convenient place for the posting of union notices and other material.

ARTICLE XVI **MEETINGS**

16.1: The Union may schedule and conduct its meetings on public safety department property provided it does not disrupt the duties of the employees or the efficient operation of the Department.

16.2: The City and the Union agree to negotiate on matters of clarification of the terms and conditions of the Agreement upon request of either party within ten (10) calendar days of such request. Said meetings may also be used in the adjustment of pending grievances and to discuss procedures for avoiding future grievances and to improve the relationship between the parties. Each party may be represented by no more than four (4) persons, one (1) of which shall be the City manager or his designee. The Union will be represented by members of the local association as well as one (1) representative from the Police officers Association of

Michigan. The time limits set forth in this section may be extended by mutual agreement of both parties.

ARTICLE XVII **WORK SCHEDULES**

17.1: All employee work schedules shall be posted at least sixteen (16) days in advance of the start of the new schedule.

17.1a: All scheduled or unscheduled shift bounces, within the scheduled workday, shall be paid at time and a half for hours worked.

17.1b: Work Period; The standard work period for public safety employees is defined as a shift rotation that consists of ; Six days working - two days off, Six days working - two days off, Five days working -one compensatory day off - two days off - one compensatory day off, and Five days working - two days off.

17.2: All vacation leave requests shall be made 30 days prior to the posting of a new schedule. However by mutual agreement between the employee and employer Article XVII, Section 17.2 can be waived to allow said employee vacation time.

Vacation leave requests submitted as herein provided shall be approved or denied prior to the schedule posting.

Schedules will be posted by the month in the following manner:

January Schedule posted December 16th
February Schedule posted January 16th
March Schedule posted February 13th
April Schedule posted March 16th
May Schedule posted April 15th
June Schedule posted May 16th
July Schedule posted June 15th
August Schedule posted July 16th
September schedule posted August 16th
October Schedule posted September 15th
November Schedule posted October 16th
December Schedule posted November 15th

17.3 The Director or his designee shall have the right to schedule shift changes when there is a need to do so because of manpower shortage on another shift. The director may ask an officer to make an unscheduled shift change due to a change in the scheduled manpower requirement due to illness of an officer or some other unforeseen cause that reduces the manpower on a shift. The officer can refuse the change.
The Director shall move a junior officer unless an officer with more seniority requests the change.
If a senior officer consistently requests the shift change and gets it, Upon complaint , The Director shall have the right to reassign the move to another officer.
All shift changes shall be paid at time and a half for all hours worked.

ARTICLE XVIII **TRADING TIME**

18.1: The existing practice of allowing employees to trade days and shifts shall be continued with approval of the Director, or Sergeant/Capt. if the Director is not available.

ARTICLE XIX **COPIES OF CONTRACT**

19.1: The City agrees to deliver to all employees copies of this Agreement.

ARTICLE XX **WAIVER AND ENTIRE AGREEMENT**

20.1: The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The City and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the

knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement and such expressions are all inclusive. This Agreement constitutes the entire Agreement between the parties and concludes collective Bargaining for its terms subject only to a desire by both parties to mutually agree to amend or supplement at any time.

ARTICLE XXI

SALARIES

21.1: Salary Schedule. The base salary schedule by which officers shall be paid during this contract in addition to payments of longevity, education compensation, cost of living, etc., shall be as set forth in Appendix A.

ARTICLE XXII

COST OF LIVING

22.1: Cost of Living Allowance. A cost of living allowance, when permitted by the City Commission, will be applied to the salary of all full-time employees, unless the employees are covered by a labor contract. The cost of living adjustment will be computed, by the percentage of increase in the Consumer Price Index (C.P.I.) for urban wage earners and clerical workers in all cities published by the Bureau of Labor Statistics, U.S. Department of Labor.

The adjustment will be re-computed four (4) times per year (the beginning of each fiscal quarter), using the C.P.I. figures for the most recent three months available. The C.O.L.A. adjustments will be applied to each biweekly paycheck, if warranted.

Cost of living benefits will only be computed on an employee's BASE quarterly salary as of July 1st of each year, but an employee's base salary, combined with C.O.L.A. adjustments on June 30th of each year, will become the new base salary for the next fiscal year.

The maximum cost of living increase within any fiscal quarter will be limited to 3%. Each quarter will be computed separately so no portion of an "increase" over the maximum 3%

will be held in "escrow". C.O.L.A. is an adjustment that will be given based upon wages and salaries, and it will not affect any other benefits. The C.O.L.A. provision of this contract shall remain inactive for the term of this contract.

ARTICLE XXIII LONGEVITY

23.1: Longevity Compensation. Longevity will be compensated in accordance with the following schedule:

- 1% of base salary after 5 years of service
- 2% of base salary after 7 years of service
- 4% of base salary after 10 years of service
- 6% of base salary after 15 years of service
- 8% of base salary after 18 years of service
- 10% of base salary after 22 years of service
- 12% of base salary after 26 years of service

23.2: Base salary adjustment resulting from longevity will be added on the employee's anniversary of employment and then at the beginning of each contract year. calculations will be rounded upwards to the next penny.

ARTICLE XXIV EDUCATION COMPENSATION

24.1: Education Compensation. Utilizing the following schedule, Any employee hired after 04/01/96 shall receive additional years of longevity which shall be credited to an employee, who successfully graduates from an Associate Degree and/or Bachelor Degree program in Criminal Justice, Corrections, Fire science, Emergency medicine/Paramedicine, and/or Social Science, in accordance with the completion of college academic credit hours as listed below; however additional credit will be made at the time of degree completion. Employee's hired prior to 04/01/96 shall come under the prior agreement.

<u>Credit Hours</u>	<u>Years of Longevity</u>
12	1
24	2
36	3

48	4
60	5
72	6
84	7
96	8
108	9
120	10

ARTICLE XXV
HOLIDAYS/ COMPENSATORY DAYS

25.1 Compensatory Day's;

To provide time off for holidays, and to provide employees with an average of two days off per week, each employee will be entitled to two compensatory days per month as cited in section 17.1b.

As each shift works six (6) days and is off two (2) days, in order to provide rotating weekends, the compensatory time will be taken in the form of a four (4) day weekend, once each month, being the last day of the old shift, the two (2) normal weekend days and the first day of the new shift. The senior person will take the first weekend of the month, the next person will take the second weekend and so forth. Trading will be permitted upon approval by the Director or his designee. If a compensatory day is canceled by the Director the employee will be paid at the rate of time and one-half (1 1/2) for that shift. The same compensatory day scheduling procedure will be utilized among dispatchers.

25.2: HOLIDAY PAYMENT;

The Employer shall pay each Employee a sum—Holiday Pay—equal to eight (8) hours at the appropriate day shift rate for each of the following recognized Holidays; **NEW YEAR'S DAY, EASTER, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING, CHRISTMAS EVE, CHRISTMAS, DAY AFTER THANKSGIVING, NEW YEAR'S EVE.** Said payment to be made during the pay period in which the holiday occurs.

25.3: HOLIDAY PAY ; If an employee is scheduled to work on any of the holidays cited in the immediately preceding section, The employee shall be paid at the appropriate straight time hourly rate, Including any applicable shift differentials. If an employee is called in to work on any of these holidays, The employee shall receive pay at the rate of time and one-half for all hours worked, at the appropriate hourly rate, including any applicable shift differentials.

ARTICLE XXVI
LIABILITY INSURANCE AND COVERAGE

26.1: The employer agrees to provide liability coverage and/or liability insurance in the amount of \$1,500,000 for all members of the Union for any civil action that may arise out of the proper performance of their duty.

ARTICLE XXVII
LIFE INSURANCE

27.1: The City will pay for each full-time employee, a contribution to the POAM for life insurance. The contribution shall not exceed three (\$3.00) dollars per month per member.

Effective April 1, 1991 the City shall provide at its cost in addition to the POAM life insurance \$10,000 life insurance coverage.

ARTICLE XXVIII
PERSONAL PROPERTY

28.1: The City agrees to reimburse the employee for personal property damages (except for items of a purely personal nature) as a result of the proper performance of his duties. Any denial will be subject to the grievance procedures.

ARTICLE XXIX
SHIFT DIFFERENTIAL

29.1: Shift differential will be compensated as follows:

\$.30 per hour for each hour actually worked on
afternoon shift.

\$.60 per hour for each hour actually worked on night

shift.
Shift differentials will apply to the Fire Officer position.

29.2: No shift differential will be paid for vacations, sick leave, compensatory days, or any time other than actual afternoon, special or night shift time worked.

ARTICLE XXX

HOURS OF EMPLOYMENT

30.1: A tour of duty shall be interpreted as 6:30 a.m. to 2:30 p.m. (day shift); 2:30 p.m. to 10:30 p.m. (afternoon shift); and 10:30 p.m. to 6:30 a.m. (night shift), or as determined by the City in accordance with the management rights cited in Section 7.1. Day shift to be the first shift of the day; the shift rotation to remain as present (day shift to midnight shift to afternoon shift). Officers shall be off a minimum of eight (8) hours between regularly scheduled shifts; the hours off requirement does not apply to overtime hours. Due to the unique and unpredictable nature of the Fire Officer position, the working hours for this position will be by mutual agreement between the Fire officer/PSO and Public Safety Director, or the Director's designee, Or, as proposed by the Fire officer/PSO and approved by the Public Safety Director, or the Director's designee.

The union and the employer reserves the right to change the hours of employment upon mutual agreement between the Union and the Employer.

ARTICLE XXXI

VACATIONS

31.1: One (1) vacation: Ten (10) days which consist of two (2) off-days six (6) work days, and then two (2) off-days.

From 1 thru 5 years	(2 vacations, 12 days, or 96 hours).
From 6 thru 10 years	(2 vacations plus 4 days, 16 days or 128 hours).
From 11 thru 15 years	(3 vacations plus 3 days, 21 days or 168 hours).

From 16 thru 20 years (4 vacations plus 2 days, 26 days or 208 hours).
From 21 thru 25 years (5 vacations plus 1 day, 31 days-or 248 hours).
After 25 years (6 vacations, 36 days or 288 hours).

ARTICLE XXXII

VACATION SELECTION

32.1: Vacations shall be scheduled on a calendar year. Employees will be credited with their earned vacation on the anniversary date of their employment. Vacation days may be taken in any combination. Vacations shall not be accumulated except in the event a vacation is canceled by the City for reason of emergency, in which event the member whose vacation is so canceled may reschedule his or her vacation during the current year. Vacations shall be picked on a seniority rotating basis prior to the preparation of the schedule. After three (3) weeks of vacation are used, an employee may request in writing, pay (straight time) for the remainder of his or her unused vacation. This request must be made at least thirty (30) days before the end of his or her credit year. Unused vacation pay shall be paid on the first pay day after the end of his or her credit year at the rate of pay in effect at the time that the vacation was credited.

Dispatch personnel shall follow vacation selection.

32.2: There shall not be more than one (1) officer from each working shift on vacation at the same time or a total of three (3) officers, which could include two (2) officers from the same shift upon the approval of the Director.

A. During deer firearm season (November 15 - 30) only, three (3) officers shall be permitted to be on vacation at the same time, which could include two (2) from the same shift.

32.3 There shall not be more than one (1) Dispatcher on vacation at the same time. Dispatcher vacation selection shall be on a seniority rotating basis and shall be separate from P.S.O. vacation selection. Dispatcher vacations shall be separate from P.S.O. vacations. Dispatcher vacations are not to be included in P.S.O. vacations Under Article XXXII Subsections 32.2 pertaining to the number of P.S.O. personnel on vacation at any one time.

32.4 Vacation carryover:

Employees may carryover into the following year a maximum of forty eight (48) hours of earned vacation time from the preceding year. This carryover time must be used within six (6) months of the employee's anniversary date or be lost. This time shall be scheduled off with the mutual agreement of the Employer and Employee, with the Employer having final approval. This carryover time does not qualify for buy back by the Employee and may not be used to calculate terminal leave payments nor included in final average compensation formulas.

ARTICLE XXXIII
SICK LEAVE

33.1: A. Sick Leave/Maternity Leave.

The purpose of sick leave is to insure an employee's income during periods when he/she is unable to work due to illness, injury or health care.

All part-time and full-time employees shall be eligible to receive sick leave benefits. Employees Beginning earning paid sick leave after completing the first full month of employment. Sick leave shall accrue at a rate of four (4) hours per two (2) week pay period for full-time employees and pro-rated for part-time employees, based on the employee's normal work day as determined by the Department Head.

B. Procedure.

1. Personnel are expected to report the need for sick leave to their supervisor prior to their designated starting time.
2. Sick leave may be charged in cases of injury or illness in the employee's immediate family. Immediate family shall be limited to the employee's spouse and dependents as defined by

the Internal Revenue Code who reside in the employee's home. Exceptions to this rule may be granted by the City Manager.

3. The supervisor will require a return to work slip from a doctor for absences of three (3) or more successive work days.
4. Sick leave will accumulate to 2,080 hours. At the end of each calendar year, each employee shall be paid for 50% of all unused sick leave above the amount allowed to be accumulated by the employee. Upon termination of employment after ten (10) years of service, retirement or death of an employee, payment will be made for 100% of accumulated sick leave up to 2,080 hours. (This section can be re-opened to negotiate any alternate retirement option(s).)
5. Sick leave shall be used in minimum increments of one (1) hour.
6. Accrual of vacation and sick leave days will not be interrupted while an employee is on sick leave.
7. Use of sick leave time beyond accrued amount of sick leave time may be granted only after approval of the Department Head and the City Manager. If a request is granted for sick leave without pay, it will be for a maximum consecutive time not to exceed ninety (90) days. This time will only be granted if sufficient evidence can be presented that the employee will be able to return to work within this time period. When an employee is on sick leave without pay, then all benefits, except life insurance and hospital insurance, will cease until the employee returns to work. As with all benefits, sick leave without pay is an option that is granted by the City and therefore can be terminated at any time at the option of the City.

8. Coordination of sick leave and workman's compensation is addressed in the city's Personnel Policy.
9. sick leave must be taken without interruption by a "non-paid" day, unless approved by the Department Head and City Manager. For instance, an employee who took five (5) days off would not be allowed to use only four (4) days of sick leave and take the other day as a "non-paid" day. The employee would be required to take all five (5) days as sick leave.
10. Any PSO employed after 04/01/95 shall have no limit on the amount of sick leave that they may accumulate, However, Terminal payment of accumulated sick leave for said employee is limited to a terminal pay-off rate of fifty (50%) percent up to a maximum of one hundred (100) days.

ARTICLE XXXIV **PERSONAL LEAVE**

34.1: Employees shall be entitled to three (3) personal leave days and the employee's birthday per year. Said leave days shall be granted upon mutual agreement of the employee and the Employer. Personal leave days to renew on April 1 of each year of Agreement.

ARTICLE XXXV **FUNERAL LEAVE**

35.1: An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, stepchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from sick leave. An employee shall be allowed one (1) working day with pay as a

Funeral Leave Day deducted from Sick Leave for a death of an Aunt or Uncle. In order to qualify for Funeral Leave Days, the employee must attend the funeral.

ARTICLE XXXVI **LEAVES OF ABSENCE**

36.1: Unpaid leaves of absence for a period of not to exceed one (1) year will be granted, without loss of seniority, upon written request for:

- A. Serving in any elected or appointed position, public or Union;
- B. Education leave;
- C. Military leave; and
- D. Leave conditions as established by the federal Americans With Disabilities Act of 1990 and the federal Family And Medical Leave Act Of 1993, both as amended.

Extension of such leaves may be granted upon written request at least thirty (30) days prior to the expiration of the leave.

Upon return from an approved leave the employee shall be assigned to the same position held prior to the leave.

Maternity leave will be granted upon written request by the employee and supported by a statement by the employee's physician. The employee will notify the Department Head and the City Manager at their earliest opportunity.

The employee may elect the option of using accumulated sick leave and/or vacation credit upon commencement of the maternity leave (the balance of time on leave shall be without pay).

Leaves will be for a maximum of one year from the start of the approved leave. vacations shall accrue for a maximum of the first six (6) months of an approved leave.

Upon return from an approved leave the employees shall be assigned to the same position he/she held prior to the leave.

ARTICLE XXXVII

OVERTIME PAY

37.1: All employees covered under this Agreement shall receive time and one-half (1 1/2) pay for any hours worked over eight (8) hours in a single day or over forty (40) hours in work week. Compensatory time off shall be scheduled and approved by the Public Safety Director. All overtime shall be rotated among the available employees within each rank, whenever possible. A list of overtime worked will be posted, kept up to date and averaged out on a monthly basis. Those employees working over the average number of hours per month shall be credited with the number of hours that the employee has exceeded the average in order to begin the next month. All overtime hours refused or for which the employee was not available to work shall be charged.

37.1a: Carry over of Overtime as Compensatory Time.

The employee can decide whether to be paid at time and one-half for overtime hours worked, or compensatory time at time and one-half for hours worked and granted at the employers discretion. An employee may accumulate no more than forty eight (48) hours on a continual basis under this section. Accrued hours can be converted to time and one-half payment by either the Employee or Employer. Accrued time cannot be carried over beyond the fiscal year earned, and if not used or converted to pay at the request of the Employee prior to the end of the fiscal year, said time is lost.

Scheduling of this time off shall be with the mutual agreement of the employer and employee, With the Employer having final approval.

ARTICLE XXXVIII

CALL-IN PAY

38.1: If an employee is called into work after having left work, he shall be paid at the rate of time and one-half (1 1/2) for hours worked, two (2) hours guaranteed minimum.

If an employee who is scheduled off is called in to work on New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas, Day before Christmas, Day after Thanksgiving, Day before New Years, they shall receive double (2) time for all hours worked, with a two (2) hour guaranteed minimum.

ARTICLE XXXIX
COURT TIME

39.1: If an off-duty employee is subpoenaed into court, the City shall retain the subpoena fee,, and the off-duty employee shall be paid at time and one-half (1 1/2), two (2) hours guaranteed.

ARTICLE XL
GUN ALLOWANCE

40.1: The City shall designate and furnish the weapon that is required to be carried.

ARTICLE XLI
PENSIONS

41.1: Pensions shall be continued under Act 345 of Public Acts of 1937, as amended. (The City will, however, agree to investigate other retirement options and bring back any proposals for negotiation prior to the end of the 1993/94 fiscal year, preferably before the end of May.)

41.2: PSO/Sergeants/Capt. shall have their pension contributions set at the following rates:

Effective 4/1/91	8%
Effective 4/1/92	6%
Effective 4/1/93	5%

All PSO'S that are hired after 04/01/95 shall have their Pension contributions set at nine percent (9%).

41.3: Dispatchers shall receive a pension plan as provided under Chapter 11 of the City ordinance of Ironwood as adopted and amended in December of 1987.

41.4: Recognizing the time required to research cost and benefit impacts,

The final average compensation multiplier and appropriate years issues will be the focus of ongoing discussions between the Employer and Bargaining unit. However, Any change in retirement and/or existing benefits/salaries will hold harmless employees who could have retired under the 1995 Early Retirement Program (ERP) and opted not to take advantage of the ERP at the request and/or benefit of the Employer. A repeat of the ERP, Although in a modified form (limiting those eligible, narrowing decision window, etc.) will be offered during the term of this contract.

ARTICLE XLII **TRAINING SESSIONS**

42.1: The scheduling of police training sessions shall be discretionary with the City, and where training duty is required by the City, it shall be compensated at straight time. All mandatory training shall be compensated at time and one half.

42.2: All new Public Safety officer employees shall receive the statutory required Michigan Law Enforcement officer Training counsel approved police training within six (6) months of being hired. This time limit may be waived if no police schools are available in the State of Michigan during this time, however, every effort shall be made on the part of the Employer to place said probationary employee in the first Law Enforcement Training Counsel approved academy opening that becomes available. Public Safety officers shall receive their fire training on duty. In the event such training is taken outside of regularly scheduled working hours, said training will be at straight time rate.

42.3: Dispatchers/clerks shall receive MLEOTC Training as required.

ARTICLE XLIII **HEALTH INSURANCE**

43.1: Full family Blue cross/Blue Shield coverage shall be paid for each employee covered by the Agreement as follows:

43.2: It is agreed that coverage available (see item #5 of Group operating Agreement) on and after July 7, 1978 to the

eligible and enrolled persons in this group is described by the following certificates, riders, or such revisions of same as may be made in the future.

43.3: Blue Cross Certificates:

Comprehensive Hospital Care Certificate 959 (17-51)
Semi-Private
Blue Cross 65 Group Benefit Certificate 2017 (17-97)

Blue Cross Riders:

D45NM 2288 (17-73)
G65-D 2014 (17-94)
F 613 (17-29)
SA 244 (17-8)

Blue shield Certificates:

MVF I Preferred Group Benefit Certificate 1879 (50-471)
Blue Shield 65 G-1 Certificate 738 (50-222)
Prescription Drug Group Benefit Certificate 0087-7
(\$2.00)

Blue Shield Riders:

FC 1945 (50-486)
SD 4651 (4-72)
FAE 4637
VST 4664

ML 1892
PD-EL 94

Blue Cross and Blue Shield Certificates:

Master Medical Supplement Benefit Certificate Coverage
Plan Option I (4792-8)
Master Medical 65 Certificate 2258

Blue Cross and Blue Shield Riders:

MMC-PD (4786-0)
COB-3 0540

43.4: The City reserves the right to choose another insurance carrier or adopt other funding vehicles provided that the benefit level, excluding administration, is comparable to or better than the current Blue Cross Blue Shield MVF-1 policy currently in effect.

43.5: Any employee working as a temporary, part-time or less than full-time employee of the Department shall not be entitled to the fringe benefits, including health insurance, as otherwise provided for in this Agreement.

43.6: The Employer shall pay the full cost of the Blue Cross and Blue Shield Dental insurance (or its equivalent) for each full time employee and dependents. CR-50-50 MBL \$800.

43.7: The City shall pay the monthly Blue Cross and Blue Shield Hospitalization Insurance premium costs for an employee on Workers' Compensation leave for a period not to exceed six (6) months beyond the point at which the employee has exhausted his sick leave and vacation leave benefits.

43.8: The City shall provide Blue Cross and Blue Shield optical insurance (or its equivalent) for each full time employee and dependent.

43.9: Drug Co-Pay;
As of April 1, 1996 the Union agrees to amend such that the Employer continue to provide prescriptive drug coverage, With the modification being the Employee paying a co-pay of \$3.00/ transaction (from the \$2.00 current /transaction).

43.10: Payment in Lieu of Coverage;
In the event an Employee is already insured, or has health insurance available through another source, and decides not to participate in the Employer provided health insurance program, The Employer shall pay, In lieu of the insurance coverage, Fifty (\$50.00) dollars per month for a single insured, Seventy-Five (\$75.00) dollars per month for a two-person insured, and one-hundred (\$100.00) dollars per month for a family insured.

ARTICLE XLIV
CLOTHING AND CLEANING ALLOWANCE

44.1: Cleaning. Dry cleaning of uniforms will be taken care of by the City.

44.2: (a) Public Safety Officer Equipment Issued

	<u>Estimated Life</u>
Beak Cap	3 years
Cap Badge	5 years
Breast Badge, 2	5 years
Necktie, 3	2 years
shirt, long sleeve, 4	2 years
Shirt, short sleeve, 4	2 years
Nylon Car Jacket	3 years
Nylon Jacket, long	3 years
Insulated Jacket	3 years
Pants Belt, 1	5 years
Gun Belt, Sam Brown, 1	10 years
Winter Pants, 2	2 years
Summer Pants, 2	2 years
1 Pair Shoes	1 year
1 Pair leather boots (as an alternative to overshoes)	3 years
1 Pair Gloves, Finger	2 years
1 Pair Choppers	2 years
Raincoat	5 years
Name Plates	
Shoulder Patches	
Flag Decals	
Fatigue Pants	2 years
Fatigue Shirts	2 years

44.2: (b) Public Safety officer Turn-Out Gear (issued and Replaced to N.F.P.A. and Department of Labor, Part 74 standards)

Helmet
Turn-Out Coat
Bunkers
Boots
Gloves

Protective Hood

44.2: (c) Dispatch/Clerk Equipment Issued

	<u>Estimated Life</u>
Breast Badge, 1	5 years
Necktie, 3	2 years
Shirt, Long Sleeve, 4	2 years
Shirt, Short Sleeve, 4	2 years
Winter Sweater	3 years
Pants Belt	5 years
Winter Pants, 2	2 years
Summer Pants, 2	2 years
Shoes, 1 pair	1 year
Leather Boots, 1 pair (as an alternate to shoes)	3 years
Name Plates	
Shoulder Patches	

44.3: Uniforms and equipment will be requisitioned in the following manner: The employee will prepare a list of their clothing and equipment needs twice a year. This list will be submitted to the Director for his comment and approval, with one (1) copy being sent directly to the City Manager. The officers may also keep a copy. The Director will act on the requisition within one (1) week and will forward this list with his approval and/or disapproval within one (1) week to the City Manager, and the City Manager will then review the requisition and the Director's comments and will then order the supplies finally approved.

44.4: Uniforms and equipment will be replaced only if they are worn, damaged, and/or ill fitting, and the equipment so replaced will be turned in to the Director at the time of replacement.

44.5: All uniforms and equipment will be turned in when the person's employment is terminated, either by retirement or otherwise. Employees shall wear the uniform specified by the City which shall be clean, neat and complete at all times.

44.6: All uniforms or equipment that are worn or damaged may be reissued to any employee if they can be repaired without unreasonably affecting serviceability, safety, or appearance.

ARTICLE XLV
DISPATCHER/CLERKS

- 45.1: The use of dispatcher/clerks for dispatching shall not result in a lay-off of any employees listed on the department's seniority list as of April 1, 1985.
- 45.2: Part-time dispatcher/clerks shall not work in excess of 64 hours in a pay period.
- 45.3: Said dispatcher/clerks shall be used to supplement the operations of the department and may be less than that of a full time position.

ARTICLE XLVI
SEVERANCE PAY

- 46.1: The City shall make a severance, payment or separation allowance at the time of retirement to any employee who retires under any of the provisions of the existing retirement plan. Said severance payment shall be equal to one hundred (\$100.00) dollars for ten (10) years of service, two hundred (\$200.00) dollars for twenty (20) years of service, ten (\$10.00) dollars per year for each year of service more than twenty (20) years.

ARTICLE XLVII
PAY CHECKS

- 47.1: Employees will receive their paychecks by Friday of every other week, representing the biweekly pay period ending the proceeding Sunday, inclusive.

ARTICLE XLVIII
KITCHEN STAPLES

48.1: The City agrees to provide/replace the officers quarters with a range, refrigerator, and microwave, rather than pay the union \$50/month.

ARTICLE XLVIII FIRE OFFICER

49.1: The position will be included within the bargaining unit's contract and subject to the terms and conditions contained therein. Issues regarding this position include:

1. This Fire Officer position will be a union position;
2. Hours of work;
3. Appropriate PSO hourly rate plus longevity;
4. Job description.

ARTICLE L ADMINISTRATORS WORKING

50.1: The Union and City recognize that it is not unusual for supervisors to perform duties which are similar or identical to bargaining unit employees and it shall not be considered a violation of this Agreement for Departmental Administrators (Director and Assistant Director) to engage in such duties.

ARTICLE LI DURATION

51.1: This Agreement shall remain in full force and effect until midnight, March 31, 1998 and thereafter until amended or modified as provided by the parties.

51.2: Either party may, on or after January 1, 1998 and not later than February 28, 1998 serve a written notice upon the other party of its desire to amend or terminate this Agreement, effective March 31, 1998. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract. The provisions of this Agreement may be amended, supplemented, rescinded or otherwise altered only by

mutual agreement in writing and signed by the parties hereto.

ARTICLE LII
CANINE UNITS

52.1 : Canine Handlers

Recognizing the extraordinary time and commitment and out of pocket expenses incurred by the Canine Handlers, The employer shall pay each handler a monthly sum of \$100.00.

APPENDIX A

SALARY SCHEDULE

The following salary schedule shall be in effect from April 4, 1996 to March 31, 1998.

DISPATCHER/CLERK- April 1, 1996 April 1, 1997

Start	\$7.90	\$8.14
500 hours	\$8.23	\$8.48
1200 hours	\$8.50	\$8.76

PUBLIC SAFETY OFFICERS/ hired after July 1, 1995
FIRE OFFICERS April 1, 1996 April 1, 1997

Start	\$9.27	\$9.55
6 months	\$9.42	\$9.70
1 year	\$9.54	\$9.82
2 year	\$9.80	\$10.09

PUBLIC SAFETY OFFICERS/ hired prior to July 1, 1995
April 1, 1996 April 1, 1997
\$12.06 \$12.42

SERGEANT/ CAPTAIN

	<u>April 1, 1996</u>	<u>April 1, 1997</u>
Start	\$12.37	\$12.74
6 months	\$12.80	\$13.18

1 year	\$13.06	\$13.45
2 years	\$13.29	\$13.68

In the absence of a Shift Sergeant/Capt., the Senior PSO, who assumes shift supervision responsibilities, shall receive one (1) hour additional pay per shift.

51.3: IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of June, 1996.

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

CITY OF IRONWOOD

James DeVries
Business Agent

Keith A. Johnson
Keith Johnson
City Manager

**IRONWOOD POLICE OFFICERS
ASSOCIATION**

James A. Davis, Jr.
James A. Davis, Jr.
President / POAM/IPOA