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AGREEMENT  
BETWEEN  
CITY OF ISHPEMING - POLICE DEPARTMENT  
AND  
TEAMSTERS LOCAL NO. 328

*Ishpeming, City of*

Effective: July 1, 1996

to

December 31, 1999

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## AGREEMENT

THIS AGREEMENT, effective as of the 1st day of July, 1996, between the CITY OF ISHPEMING, MICHIGAN (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL UNION NO. 328, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE I - RECOGNITION, EMPLOYEES COVERED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and part-time employees of the Ishpeming Police Department, excluding the Chief of Police, meter maids, animal control, and any confidential employee.

### ARTICLE 2 - MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter, and by the laws and the Constitution of the State of Michigan and of the United States, and all rights, authority, duties and responsibilities conferred upon it under the common law of the State of Michigan or heretofore exercised by it. Further, except as limited by the provisions of this Agreement, the management of the Ishpeming Police Department and the direction of the working forces thereof, including the right to direct, plan, and control law enforcement operations, to hire, recall, transfer, promote, demote, suspend for cause, discipline and discharge any employee for cause, to lay off employees because of lack of work, lack of funds, or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to change existing operating methods and/or facilities, and to manage in the traditional manner are vested exclusively in the Employer, provided, however, that in the exercise of such functions the Employer shall not discriminate against any

employees because of membership in a legitimate activity on behalf of the Union.

### ARTICLE 3 - UNION SECURITY, AGENCY SHOP

(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 service fee to the Union equal to dues and initiation fees uniformly charged for membership 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 service 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 service 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.

### ARTICLE 4 - DUES CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues, initiation fees and uniform assessments uniformly required, if any, as provided in a written authorization executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract.

(b) Dues, initiation fees and uniform assessments will be authorized, levied and certified in accordance with the Constitution and By-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and legality of adopting action specifying such amounts of Union dues, uniform assessments and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

### ARTICLE 5 - REPRESENTATION FEE CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union, the Union representation fee, initiation fees, and uniform assessments, as provided in a written authorization executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract.

(b) Dues, initiation fees, and uniform assessments will be authorized, levied, and certified in accordance with the Constitution and By-laws of the Local Union. Each

employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, uniform assessments and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

#### ARTICLE 6 - REMITTANCE OF DUES AND FEES

(a) When deductions begin: Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated officer of the Union with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

#### ARTICLE 7 - UNION REPRESENTATION

The employees covered by this Agreement will be represented by one (1) Steward. The Union shall have the exclusive right to designate said Steward. The Employer will be notified of the name of the Alternate Steward who will serve only in the absence of the regular Steward. The Steward, during his or her working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.

#### ARTICLE 8 - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Steward and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a time mutually agreeable between the parties. The members of the Union shall not lose time or pay for time spent in such special conferences.

#### ARTICLE 9 - GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement or other



conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days after its occurrence or within ten (10) working days of the circumstances giving rise to the grievance becoming known to the employee, except no grievance shall issue on any matter that occurred after the passage of a six (6) month period of time. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

STEP (1) - Any employee having a grievance shall present it to the Employer as follows:

- (a) If an employee feels he has a grievance, he shall discuss the grievance with the Steward.
- (b) The Steward may discuss the grievance with the immediate supervisor.
- (c) If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the immediate supervisor within five (5) working days after it was first discussed with the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the Steward's copy of the grievance.
- (d) The immediate supervisor shall give his written answer to the Steward within five (5) working days of receipt of the written grievance.

STEP (2) - If the answer is not satisfactory to the Union, the grievance shall be presented in writing by the Steward to the Chief of Police within seven (7) working days after receipt of the immediate supervisor's response. The Chief of Police shall sign and date the Steward's copy. The Chief of Police shall respond to the Steward in writing within seven (7) working days after receipt of the written grievance by the Chief of Police.

STEP (3) - If the grievance remains unsettled, it shall be presented by the Steward, in writing, to the City Manager within ten (10) working days after the response from the Chief of Police under STEP (2) is received. The City Manager shall sign and date the Steward's copy. The City Manager shall respond in writing to the Steward within ten (10) working days after receipt of the written grievance by the City Manager.

STEP (4):

- (a) If the answer at STEP (3) is not satisfactory and the Union wishes to carry it further, the Union shall within ten (10) working days after receipt of the written response from the City Manager file a demand for arbitration in accordance with the American Arbitration Association's Rules and Procedures.
- (b) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.
- (c) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have

no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

#### ARTICLE 10. DISCHARGE AND SUSPENSION

(a) Notice of Discharge or Suspension: The Employer agrees, upon the discharge or suspension of an employee, to notify, in writing, the employee and his Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the Steward.

(c) Appeal of Discharge or Suspension: Should the discharged or suspended employee and/or the Steward consider the discharge or suspension to be improper, it shall be submitted to STEP (3) of the grievance procedure by delivery of a written grievance to the City Manager within ten (10) working days after delivery of the written notice of discharge or suspension to the employee.

(d) Use of Past Record: In imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

(e) The following rules of procedure shall become a part of this contract; employees may be discharged or suspended or reprimanded for cause, including but not limited to, those infractions set forth in Appendix A, which is attached hereto and which is made a part thereof.

#### ARTICLE 11. SENIORITY - PROBATIONARY PERIOD

(a) New employees hired in the unit shall be considered as probationary employees for the first six (6) months of their employment. The City, at its option, may extend an employee's probationary period for an additional three (3) months by notifying the employee as affected, in writing, with a copy to the Union. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day of commencing work. There shall be no seniority among probationary employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activities.

(c) Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire.



#### ARTICLE 12. SENIORITY LISTS

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, name and job title of each employee of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Steward with up-to-date copies at least once a year.

#### ARTICLE 13. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority. If the disposition made of any such case is not satisfactory, the matter may be referred to the third step of the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) For the purposes of recall, an employee's name shall remain on the seniority list for two (2) years following the date of layoff.

#### ARTICLE 14. SENIORITY OF OFFICERS AND STEWARDS

The Steward shall head the seniority list of the unit during his term of office for purpose of layoff only.

#### ARTICLE 15. LAYOFF AND RECALL

(a) Layoff of employees shall be by classification, and the following order shall be followed; provided that the employees who remain have the then-present ability to perform the work available:

(1) Probationary employees shall be first laid off.

(2) Remaining seniority employees within the classification affected

shall then be laid off in the inverse order of their seniority.

- (3) An employee who is to be laid off shall receive written notice at least fourteen (14) days in advance of the date on which the layoff is to take effect.

(b) A laid-off seniority employee, if recalled to a job, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

- (c)
  - (1) The order of recalling laid-off employees shall be in the inverse order in which the employees are laid off and shall be subject to the same conditions of layoff.
  - (2) Notices of recall shall be sent by certified or registered mail, or telegram to the employee's last known address as shown on the Employer's records, and it shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall give notice of his intent to return to work within three (3) days of receipt of the notice of recall and shall return to work within ten (10) calendar days after issuance of notice, or his employment shall be terminated without recourse to this Agreement unless the time is extended by the Employer.
  - (3) During a layoff there shall be no scheduled overtime in the classification affected.

#### ARTICLE 16. TRANSFERS

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring back into the bargaining unit under the above circumstances shall, upon transfer back, retain all rights accrued for the purpose of any benefits provided in this Agreement.

#### ARTICLE 17. JOB POSTINGS AND BIDDING PROCEDURES

(a) All vacancies and/or newly-created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in the Police Department. Employees interested shall apply in writing within the seven (7) working days' posting period. The senior employee applying for the position who meets the minimum requirements as set by the Employer shall be granted a four week trial period to determine:

- (1) His desire to remain on the job.

(2) His ability to perform the job.

(b) The job shall be awarded or denied within twenty (20) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his Steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Steward with a copy of each job posting at the same time the postings are posted on the bulletin boards, and at the end of the posting period the Employer shall furnish the Steward with a copy of the list of names of those employees who applied for the job and thereafter notify the Union's Steward as to who was awarded the job.

(c) During the four week trial period the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his Steward in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

(d) During the trial period the employee will receive the rate of the job he is performing.

(e) An employee required to work in a higher classification shall be paid the rate of the higher classification.

(f) Promotion will be granted by the following procedure: written exam, 50 points; oral exam, 20 points; past performance, 20 points; seniority, 10 points; to be conducted by the Employer. Examination will be offered to all employees with more than three (3) years seniority in the bargaining unit. The Chief of Police shall select for promotion any one of the three (3) top candidates.

#### ARTICLE 18. VETERANS - REINSTATEMENT OF

The re-employment rights of employees and probationary employees who are veterans of the armed forces of the United States will be in accordance with all applicable laws and regulations.

#### ARTICLE 19. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS AND ARMED FORCES RESERVES

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard for a maximum of two (2) weeks per year, provided proof of service and pay is submitted.

## ARTICLE 20 - LEAVES OF ABSENCE

(a) Leaves of absence for periods not to exceed one (1) year may be granted, in writing, without loss of seniority, for:

1. Serving in any elected or appointed position, public or union.
2. Illness leave (physical or mental) with doctor certificate.
3. Prolonged illness in immediate family, with doctor certificate.
4. Educational leave.

Such leave may be extended for like cause by Employer.

(b) An employee shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position he held at the time the leave of absence was granted or to a position to which his seniority entitles him.

(c) An employee, while on leave of absence, shall not be entitled to any benefits under this Agreement, except the right to reinstatement under this Article 20 (b) unless otherwise specifically authorized by the Employer.

(d) Applications for leaves of absence shall be in writing made to the Chief of Police, and shall be made at least two (2) weeks in advance of the date requested for commencement of such leave. Exceptions can be made by Employer.

(e) Members of the Union selected to attend a function of the Union shall be allowed time off with loss of pay to attend. Employee must inform Employer one (1) week in advance.

## ARTICLE 21. UNION BULLETIN BOARDS

The Employer will provide a bulletin board in the Police Station, which may be used only by the Union for posting notices pertaining to union business.

## ARTICLE 22. RATES FOR NEW JOBS

When a new job is created, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

## ARTICLE 23. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the minimum requirements of such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 24. WORKERS' COMPENSATION - ON-THE-JOB INJURY

Employees will be covered by the applicable Michigan Workers' Compensation laws. Additionally, the Employer further agrees that an injured employee, who is eligible for Workers' Compensation benefits, will receive, in addition to their Workers' Compensation benefit, an amount to be paid by the Employer sufficient to make up the "difference" between what the employee receives in Workers' Compensation and the employee's regular weekly income. The "difference" that is paid by the Employer shall be "deducted" from the employee's accrued sick leave. The "difference" shall cease to be paid after the employee's sick leave accrual has been exhausted. In the event an employee receives an on-the-job injury during scheduled duty hours, they will be paid up to, but not to exceed, four (4) days pay which will not be deducted from accrued sick leave, if the employee supplies a doctor's certification of related injury and the employee's inability to perform their duties. Should the injury persist and the employee then receives Workers' Compensation benefits because of the injury, the employee shall be required to reimburse the Employer for up to the four (4) days of wages paid after the date of the injury, which days had not been deducted from accrued sick leave.

ARTICLE 25. WORKING HOURS - SHIFT PREMIUM AND HOURS

- (a) Shift hours: First shift: 7:00 a.m. thru 3:00 p.m.  
Second shift: 3:00 p.m. thru 11:00 p.m.  
Third shift: 11:00 p.m. thru 7:00 a.m.

No shift shall be changed unless agreed upon by the Employer and the Union.

(b) Schedule will be posted thirty (30) days prior to its effect for one hundred twenty (120) days duration.

(c) Employees shall be allowed thirty (30) minutes off for lunch, included in their eight (8) hour work day.

(d) Employees may take a 15 minute coffee break in the morning and also a coffee break in the afternoon, or the first half and second half of their regular shift, whichever may apply.

(e) Shift premium for Saturday of \$10.00 for the hours from 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m., Sunday.

(f) A shift premium for Sunday shift of \$10.00 for 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m., Monday.

(g) A shift premium of \$.15 per hour shall be in effect for Monday thru Friday for those shifts between the hours of 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m.

Effective July 1, 1997, a shift premium of \$.25 per hour shall be in effect for Monday thru Friday for those shifts between the hours of 3:00 p.m. to 11:00 p.m. and



\$.35 per hour between the hours of 11:00 p.m. and 7:00 a.m.

(h) An employee reporting for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

(i) Pay at the rate of one and one-half times the base rate shall be paid for all court hours worked during non-shift hours.

(j) Once the work schedule is established by the Employer and the Union, there shall not be any change without permission of the Chief of Police or the immediate supervisor.

#### ARTICLE 26. SICK LEAVE

(a) Allowance: Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, or any employee who must remain at home to attend to the needs of sick or disabled members of his household shall receive sick leave with pay. Time off, with pay, for doctor appointments, rounded off to the nearest hour, shall be deducted from accumulated sick leave.

(b) Eligibility:

- (1) Employees shall be eligible for sick leave after thirty (30) days of service with the Employer.
- (2) Sick employees must report their intended absence or call in to the Police Department as early as possible before starting time, but in any case they shall call in at least one (1) hour before starting time.
- (3) All claims for sick days beyond three (3) full working days will require a doctor's certification stating the nature of the illness and the employee's ability to perform his expected work duties.
- (4) In the event the Police Department is not notified in accordance with (b) (2) and/or in the event the required doctor's certification is not given in accordance with (b) (3) above, the employee will not be eligible for sick leave pay, and he will not be paid for the alleged sick day or days.
- (5) In the event an employee consistently uses his sick leave as he accumulates it and it becomes apparent that the employee is not acting in good faith with the context of the contract in regard to sick leave and is using said sick leave as an additional day off, management may require a doctor's certificate or take disciplinary action against said employee or review payment of sick leave time.

(c) Accumulation: Employees shall start to earn sick leave from their date of hire, and they shall accumulate a maximum of 150 days for sick leave purposes. Employees shall be allowed one (1) day of sick leave for each accumulated month of service.



(d) Transfer: Accumulated sick time may be transferred from one employee to another with permission of management in cases of extended illness of an employee.

(e) Unused Sick Leave: One-half (1/2) of all unused sick leave days up to one hundred (100) days shall be paid at the prevailing rate upon severance of employment, except in cases of discharge and the discharge is not reversed through a procedure set forth in this Agreement.

(f) Sick Leave Buy Back: The Employer may buy back unused sick leave days beyond one hundred (100) days at the rate of one-half (1/2) times current rate of pay.

(g) Pay for Unused Sick Leave - Annually: Employees will be paid \$15.00 for each unused sick day accumulated during the year, with a maximum of twelve (12) days; to be paid by January 15th of the following year.

#### ARTICLE 27. FUNERAL LEAVE

An employee shall be allowed up to three (3) working days with pay annually as funeral leave days not to be deducted from sick leave for a death in the immediate family, as long as such leave is required for some aspect of the funeral, such as making arrangements, attending the wake, picking up out-of-town guests, travel, etc. Immediate family is to be defined as follows: Step-parents, Brother, Sister, Step-children, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Son-in-Law, Daughter-in-Law, Grandparents and Grandchildren, or a member of the employee's household. An employee shall be allowed up to five (5) working days with pay annually as funeral leave days for the death of the employee's spouse, mother or father, or child; provided, however, that such leave taken for this category of relatives in excess of three (3) days shall be deducted from accumulated sick leave. Any employee selected to be pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave.

#### ARTICLE 28. TIME AND ONE-HALF

(a) Time and one-half will be paid as follows:

(1) For all hours over 80 hours in a bi-weekly pay period (for employees who are on an eight (8) hour shift).

(2) When working on a twelve (12) hour scheduled shift (Friday and Saturday or Saturday and Sunday) under the current schedule, employees shall receive straight time for the twelve (12) hour shift.

(b) The parties acknowledge that sub-paragraph (a) above does not fully address all overtime/shift scheduling issues. The Letter of Supplemental Agreement Regarding Work Schedule and Related Items previously agreed to between the parties is continued in full force and effect, and is made a part of this Agreement as Appendix E.

(c) Whether to grant/accept pay at time and one-half for all overtime time hours worked, or to grant/receive compensatory time at the rate of 1

1/2 hours for each overtime time hour worked shall be determined by mutual agreement between the Employer and the employee. If the parties are unable to agree, the employee will receive pay at the rate of time and one-half for the hours involved.

#### ARTICLE 29. HOLIDAY PROVISIONS

(a) The paid holidays are designated as: New Year's Eve, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and the Employee's Birthday.

Employees will be paid their current rate based on their regular scheduled work day for said holidays, as they fall, provided they work on said holidays and in addition they shall receive four (4) hours of holiday pay at regular time.

(b) Employees who actually work on a holiday shall receive one day off for each of the holidays, listed above, as compensatory time, which compensatory time shall be used in accordance with subparagraph (c) below, provided they were scheduled to work on the holiday. Employees not scheduled to work on the holiday shall be paid eight (8) hours of straight time pay.

(c) Police officers shall earn and accumulate compensatory time for a period not to exceed two (2) regular forty (40) hour work weeks or a total of eighty (80) hours. Police officers shall give notice of at least twenty-four (24) hours when requesting to use accrued compensatory time. Compensatory time can be taken for periods up to five (5) days at a time.

(d) To be eligible for holiday pay as above, employees must work the scheduled day before and after the holiday (an employee on sick leave, funeral leave, vacation or compensatory time shall be eligible to receive holiday pay).

#### ARTICLE 30. VACATION ELIGIBILITY

An employee will earn credits toward vacation with pay in accordance with the following schedule:

<u>Years of Employment</u>	<u>Working Days Vacation Per Year</u>
1 - 4 years	10 days
5 - 9 years	15 days
10 or more years	20 days

#### ARTICLE 31. VACATION PERIOD

(a) Vacations will be granted at such times during the year as requested by the employee according to seniority, as scheduled by the Employer as not to interfere with work schedule.

(b) A vacation may not be waived by any employee nor may extra pay be received for work during that period.

(c) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his unused vacation will be rescheduled and time deducted from sick leave. In the event his incapacity continues through the year, he may be awarded payment in lieu of unused vacation.

(d) The vacation list shall be posted for selection from December 1 to December 31 for a 52 week period. The member with the most seniority shall have the first selection followed by the remaining members by seniority. If selection is not made within five working days, he shall be passed by the members following him on the seniority list.

(e) Employees may accumulate part of their prior year's annual vacation allowance when circumstances prevent their using it during that year. Any such accumulation shall be approved by the City Manager.

#### ARTICLE 32. PAY CHECKS

(a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation if the employee's request for such payment is made in writing one week before his vacation, directed to the Payroll Clerk.

(b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate During Vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

(d) Employee paychecks to be distributed to the employees by 7:00 a.m. on payday weeks, except during pay periods in which a holiday falls and the Employer cannot have them ready by that time.

#### ARTICLE 33. HOSPITALIZATION/MEDICAL INSURANCE COVERAGE

(a) Hospitalization/Medical insurance coverage is currently provided through the Wisconsin Area Health Fund. Effective with the acceptance and signing of this agreement by both parties, and without any disruption in health insurance coverage, the Wisconsin Area Health Fund insurance shall be terminated, and the employees shall be enrolled into the Blue Cross/Blue Shield Plan PPO, MVF-1, Master Medical Option IV, ML Rider, MMC-POV, ICMP, FAF-RC, RM dental 50/50/50/50/\$1,000, Vision VC-A80, and \$5.00 drug rider. In addition to the above, the Employer will pay the full cost of the DCSD rider for those employees who desire the coverage.

(b) The Employer agrees to pay, subject to the limitations set forth in (a) above, for a period not to exceed one year after the last day worked, the premium for hospitalization/medical coverage for the employee and his family during an employee's

absence from work as a result of any injury or illness.

(c) The Employer agrees to pay, subject to the limitations set forth in (a) above, the premium for hospitalization/medical coverage for the employee and their spouse for the first nine months of retirement.

(d) The Employer agrees to pay, subject to the limitations set forth in (a) above, the premium for hospitalization/medical coverage for the employee and his family while the employee is laid off, for a period not to exceed nine months.

(e) It is further agreed that in the event the Employer becomes delinquent in its contribution, that the Employer shall be liable for the total maximum benefits of the plan then in effect for each employee eligible to be covered under said plan.

(f) The Employer shall provide and pay for hepatitis "B" shots for all employees as required.

#### ARTICLE 34. LIFE INSURANCE COVERAGE

(a) The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$25,000 double indemnity while employed.

(b) Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options regarding said life insurance.

#### ARTICLE 35. COMPUTATION OF BENEFITS

All regular hours worked by an employee shall be considered as hours worked for the purpose of computing overtime.

#### ARTICLE 36. UNEMPLOYMENT COMPENSATION

The Employer agrees to furnish unemployment compensation to all employees laid off in accordance with the laws of the State of Michigan.

#### ARTICLE 37. CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit.

#### ARTICLE 38. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to the third step of the grievance procedure.

ARTICLE 39. WORK PERFORMED BY SUPERVISORS

Supervisory employees not in the bargaining unit, or non-bargaining unit members, shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned, except the Employer may replace the Dispatcher (when the Dispatcher is off for any reason) with any available employee.

ARTICLE 40. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer in the bargaining unit.

ARTICLE 41. RETIREMENT

All employees will be covered by Act 345 and contributions thereto will be in accordance with appropriate State Laws.

(a) Further, all employees will continue to be covered by Social Security.

(b) Upon death or retirement, all employees, or their beneficiaries, shall be entitled to the following compensation as severance pay:

<u>Years of Service</u>	<u>Amount Due</u>	<u>Effective July 1, 1997</u>
10 - 14 years	\$300.00	\$400.00
15 - 19 years	\$400.00	\$500.00
20 - 24 years	\$500.00	\$600.00
25 years or more	\$600.00	\$700.00

(c) Unit members will be permitted to buy military service time towards retirement.

(d) The current retirement multiplier is 2.4%. Open retirement window for David Engstrom to retire during June 1998 with a 2.5% pension multiplier. Open retirement window for Darrel Stambaugh to retire during February 1999 with a 2.5% pension multiplier. Effective December 31, 1999, the Act 345 pension multiplier shall be increased to 2.5%. The \$18,000 cost of this provision shall be charged against the contract year beginning January 1, 2000.

(e) The Dispatcher shall receive and be a part of the MERS retiree program provided to other City employees.

ARTICLE 42. UNIFORMS

(a) The Employer agrees to furnish uniforms, including one pair of winter gloves per year, and effective July 1, 1996, all officers shall also receive an annual boot and/or shoe allowance of \$50.00 each. Detectives shall receive \$250.00 per year clothing allowance.

(b) A cleaning allowance of \$10.00 per month will be allowed by the Employer, who will contract such work and billing for same will be made to the Employer.

ARTICLE 43. LONGEVITY PAY

After completing five (5) full years of service in the bargaining unit, each employee will receive annually, longevity pay computed as follows:

<u>Years of Service</u>	<u>Amount Due</u>
5 - 9 years	\$250.00
10 - 14 years	\$300.00
15 - 19 years	\$325.00
20 - 24 years	\$350.00
25 - 29 years	\$375.00
30 years or more	\$400.00

Longevity payments will be made on December 1st of each year or as close to that date as possible.

ARTICLE 44. COST OF LIVING

All employees of the bargaining unit shall receive a Cost of Living allowance and shall be determined by use of the Consumers Price Index for Moderate Income Families in Large Cities, New Series (All Items) published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereby called the "Index".

A cost of living wage increase shall be made on the basis of quarterly increases in the "Index". The City Manager and Union will review "Index" changes in April, July, October, and January for the calendar quarters ending March, June, September, and December.

A five dollar (\$5.00) per month increase will be added to the monthly pay rate for each one (1) point rise in the "Index". The "Index" computation will be made quarterly. There will be an eight (8) point maximum ceiling per year applied to cost of living and thereafter for the life of this contract. Cost of living shall be incorporated into the employee's base hourly rates.

It is mutually agreed that during the period July 1, 1996, through December 31,



1999, inclusive, the Cost of Living Allowance provisions set forth in this Article 44 shall be suspended and shall be totally inoperative, that the Employer will not pay, accrue, or be liable for any cost of living allowance to, for or in behalf of any employee with respect to said period.

#### ARTICLE 45. SUCCESSOR CLAUSE

This Agreement shall be binding upon the Employer's successors, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer be effected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

#### ARTICLE 46. TERMINATION AND MODIFICATION

This Agreement shall commence on July 1, 1996, and shall continue in full force and effect until December 31, 1999.

(a) If either party desires to amend or terminate this Agreement after December 31, 1999, it shall, on or before July 31, 1999, give written notification of same to the other party.

(b) If neither party shall give such notice to amend or terminate, this Agreement shall continue in effect from year to year thereafter, subject to written notice of amendment or termination by either party not later than ninety (90) days prior to the end of the then current contract year.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) day written notice of termination; provided, however, that such termination shall not become effective until expiration of the then current contract year.

(d) Any amendments that may be mutually agreed upon in writing shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement, unless otherwise provided in the amendment.

(e) Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union to P. O. Box 605, Escanaba, Michigan; and if the Employer, addressed to City Manager, Ishpeming City Hall, 100 East Division Street, Ishpeming, Michigan, or to any such address as the Union or the Employer may make available to each other.

#### ARTICLE 47. NO STRIKE CLAUSE

(a) No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

(b) "Strike" means the concerted failure to report for duty, the wilful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose

of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

(c) No employee in the bargaining unit shall strike.

(d) No strike of any kind shall be caused, sanctioned, induced, or encouraged by the Union.

ARTICLE 48. WAGE SCHEDULE\*

	<u>Hourly Rates Effective:</u>				
	<u>Present</u>	<u>7-1-96</u>	<u>7-1-97</u>	<u>7-1-98</u>	<u>7-1-99</u>
Detective Sergeant	\$14.78	\$15.38	\$15.83	\$16.48	\$16.88
Sergeant	\$14.78	\$15.38	\$15.83	\$16.48	\$16.88
Acting Sergeant	\$14.66	\$15.26	\$15.71	\$16.36	\$16.76
Patrolman	\$14.13	\$14.63	\$15.08	\$15.73	\$16.13
Patrolman (2 years)	\$13.54	\$14.04	\$14.49	\$15.14	\$15.54
Patrolman (1 year)	\$12.92	\$13.42	\$13.87	\$14.52	\$14.92
Patrolman (6 months)	\$12.30	\$12.80	\$13.25	\$13.90	\$13.30
Patrolman (Probationary)	\$11.69	\$12.19	\$12.64	\$13.29	\$13.69
Dispatcher	\$11.12	\$11.62	\$12.07	\$12.72	\$13.12

The wage schedule for the period starting July 1, 1996, shall be retroactive to July 1, 1996, and retroactive wages shall be paid when this Agreement is signed by both parties.

\*By classification, hourly rates - Also "UPSET" member to receive the current rate of the classification of "Top Patrolman".

ARTICLE 49. EFFECTIVE DATE

THIS AGREEMENT shall become effective as of July 1, 1996.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed effective as of the day and year first above written.

CITY OF ISHPEMING - POLICE DEPT.

Angel J. Bosis  
(Mayor)

Corbin S. Hytinen  
(City Clerk)

11-26-96  
Date of Actual Signing

TEAMSTERS LOCAL NO. 328

Suwan Paaka  
Business Agent

John H. Wallace  
Steward

11-22-96  
Date of Actual Signing

#### APPENDIX A - GROUNDS FOR DISCIPLINE

It is hereby recognized that Police Department employees have a special duty, by virtue of the position they hold, to be above reproach in their actions both on and off-duty. It is further recognized that for these and other reasons, the following may be cause for discharge, suspension, or reprimand:

1. An employee has been convicted of a felony or a misdemeanor involving moral turpitude.
2. Wanton abuse of any department vehicle or equipment/uniform issued by said department.
3. An employee is incompetent or inefficient in the performance of his official duties.
4. Neglecting to wear proper uniform and appearing for duty other than clean and tidy in dress and in personal upkeep (shave, haircut, etc.)
5. An employee has been guilty of any conduct unbecoming an officer of the law, and this conduct reflects unfavorably upon the other members of the police department and the City of Ishpeming.
6. An employee has violated any lawful official regulation or order, or failed to obey any proper direction or order made and given by a superior officer.
7. An employee is offensive in his conduct or language in public, or toward the public, superiors, City officers or employees.
8. An employee is habitually late for the start of his shift.
9. An employee reporting for/on duty, under the influence of drugs and/or intoxicating beverages, or has a habitual use of same.
10. An employee failing to assist or failing to give advice to any citizen requiring assistance or advice on the street or in the Police Station.
11. An employee that continually shows lack of courage or resolution in the performance of his duties. Cowardice.
12. An employee that has been insubordinate/disrespectful to a superior employee.
13. An employee that sleeps on duty.
14. Failing to appear in court after receiving notice or when subpoenaed; or failure to appear at other investigative procedures after having been given notice thereof.
15. An employee intentionally falsifying statements or reports in the performance of his duties or failing to properly record or report events which he has a duty to record or report.
16. An employee has willfully, wantonly, unreasonably, or through culpable negligence

been found guilty of brutality or cruelty to an inmate or prisoner of a City institution or to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of a person lawfully in custody.

17. An employee may be suspended or reprimanded for other just causes not specifically enumerated herein. If any party to this Agreement feels any of the above regulations have been unjustly administered, it may resort to the provisions of the grievance procedure.

#### APPENDIX B - FRINGE BENEFITS FOR PART-TIME EMPLOYEES

Part-time employees working at the City of Ishpeming Police Department, under the terms of the labor agreement in effect between the CITY OF ISHPEMING and TEAMSTERS LOCAL UNION #328, shall receive benefits on the following basis:

1. Under twenty (20) hours per week - no benefit.
2. Twenty (20) to twenty-nine (29) hours per week - fifty (50%) per cent benefit.
3. Thirty (30) hours or more - seventy-five (75%) per cent benefit.

Part-time employees working twenty (20) hours or more shall receive the insurance package granted to other employees of the unit.

#### APPENDIX C - TRAINING ALLOWANCE

The current training allowance in force at the effective date of this agreement will remain in effect.

The current training program as determined by the Employer includes, among other things, classes, video tapes, recordings, etc., and the training will be on City time under the new training program.

The Employer agrees that it will not change an employee's starting or ending shift time when there is training to be undertaken. Overtime shall be paid if the training is undertaken "outside" of the employee's normal shift hours.

#### APPENDIX D - MEAL ALLOWANCE

A uniform policy for meal allowance for employees who are traveling outside Marquette County, Michigan, while in the course of their employment, will be adopted by the Employer and will be posted.

APPENDIX E - LETTER OF SUPPLEMENTAL AGREEMENT REGARDING  
WORK SCHEDULE AND RELATED ITEMS

THIS LETTER OF SUPPLEMENTAL AGREEMENT, by and between the CITY OF ISHPEMING, MICHIGAN, AND TEAMSTERS LOCAL #328, shall serve to supplement and be a part of that certain labor agreement entered into between the parties for the period July 1, 1996, thru December 31, 1999.

The parties agree as follows:

1. The City of Ishpeming has no present intention of changing the current method of shift scheduling for members of the Ishpeming Police Department.
2. Both parties do, however, recognize that circumstances do change and if, in the opinion of the City, the current schedule cannot be maintained, the City shall notify the Union Business Agent, in writing, and the parties agree to enter into negotiations as soon as possible in an attempt to resolve that single issue. During the negotiations on the shift schedule, if such are necessary, either party shall have full recourse to the provisions contained in the labor agreement.
3. The Union agrees further that if, due to unforeseen economic circumstance, the City is forced to permanently reduce the current force (12 employees) by more than two (2) sworn positions, the City shall have the full and absolute right to change the schedule simply by notifying the Union Business Agent of its intent to do so and in such case no negotiations shall be required.
4. Certain employees shall be assigned twelve (12) hour shifts.
5. While the current schedule remains in effect, subparagraph (a) and (b) of Article 25 (Working Hours - Shift Premium and Hours), shall be suspended (only for those employees on the current schedule). Subparagraph (c) of the same Article shall provide a thirty (30) minute paid lunch period in a twelve (12) hour day and subparagraphs (e) and (f) shall be interpreted to mean the shift premium of ten dollars (\$10.00) is for the full twelve (12) hour shift.
6. Article 28, Time and One-Half, subparagraphs (1) and (2) shall be interpreted (for those employees on the current schedule) to provide time and one-half (1-1/2X) after twelve (12) hours, for those employees working a regularly scheduled twelve (12) hour shift. (Employees NOT on the twelve (12) hour schedule shall receive time and one-half (1-1/2X) after eight (8) hours.)
7. Article 29, Holiday Provisions, shall be applied to all employees just as though the employees were on an eight (8) hour per day schedule. Employees who are scheduled to work a full twelve hour shift on the current schedule, and who work such shift on a holiday, shall be paid regular time for their regular shift plus four (4) hours of holiday pay also paid at regular time.
8. Article 31, Vacation Eligibility, shall continue to be effective and "signup" for vacation shall be as per the labor agreement, except the parties agree there shall not be vacation taken by employees who are on the current Schedule and working the scheduled twelve (12) hour day shifts, the scheduled twelve (12) hour Sunday midnight shift and the scheduled eight (8) hour Sunday afternoon shift.



The above understandings constitute the full and complete agreement of the parties with respect to this Supplemental Agreement.

APPENDIX F - LETTER OF AGREEMENT  
REGARDING TRANSFER FROM BARGAINING UNIT

It is hereby agreed that the following terms will be followed in regards to employees who transfer from one bargaining unit of the City of Ishpeming to another bargaining unit within the City of Ishpeming.

1. The employee's seniority date for job posting, overtime call-out, layoff, and recall shall be the date he enters the new department or bargaining unit.
2. The employee shall keep his original seniority date as far as vacations, longevity, and severance pay.
3. The employee shall have all other benefits as provided by the current departmental union contract.
4. Even though an employee may have more accumulated vacation time than another employee in the unit, the employee shall use his seniority date in the new department for selection of vacation time.
5. Employee's retirement would be transferable in accordance with existing retirement system regulations.
6. In regards to sick leave and vacation time, if an employee transfers from one unit to another, their accumulated sick leave and vacation shall transfer with them.

Sick leave will follow the procedure set forth in the union contract.

- Examples:
- a) An employee transferring from the Fire Department will transfer his total number of days to the new department at double the rate he has accumulated in the Fire Department. (If an employee with forty (40) sick days accumulation transfers to the DPW, he will be entitled to eighty (80) sick days in his new unit.) Conversely, an employee transferring from the DPW unit to the Fire Department would have his sick days and vacation days divided in half. (A DPW employee with twenty (20) days vacation would be entitled to ten (10) days vacation in the Fire Department unit.)
  - b) An employee transferring from the Police Department with over 100 days accumulation will be permitted to carry a maximum of 100 days of sick leave into the new unit.

APPENDIX G - LETTER OF AGREEMENT  
REGARDING UPSET DRUG PROGRAM

It is agreed that the following conditions will apply to the rate of pay and hours of work for employees who are assigned to the UPSET Drug Program.

1. Employees will receive the hourly rate at the currently existing "Patrolman" classification, even if their current hourly rate is lower.
2. Work hours must remain flexible. Officers assigned will be expected to work an average 40 hour week. However, officers may be required to work 50 hours one week and 30 hours the next. The time worked and hours off will be scheduled to average 40 per week.
3. When an employee returns to his regular duties at the Ishpeming Police Department, he will receive his normal rate of pay and will work the regular schedule of the department.