

6/30/94

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*Don Mountain, City of*

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WORK AGREEMENT

Between

THE CITY OF IRON MOUNTAIN

And

THE IRON MOUNTAIN POLICE OFFICERS ASSOCIATION  
AND LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

INTRODUCTION

This Agreement between the City of Iron Mountain, hereinafter referred to as the "City", and the Iron Mountain Police Lieutenants, Iron Mountain Police Officers Association, and Labor Council Michigan Fraternal Order of Police, hereinafter referred to as the "Association", entered into this 1st day of July, 1991, and shall remain in full force and effect until midnight June 30, 1994.

## 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 1. - RECOGNITION

**Section 1.** Pursuant to and in accordance with the applicable provision of act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association 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 Unit described below:

"Lieutenants of the Iron Mountain Police Department"

**Section 2.** The City or the authorized department head has the right to hire, suspend, or discharge for proper cause, or transfer, the right to relieve employees, because of lack of work and to assign the positions within the confines of this Agreement.

**Section 3.** The Employer agrees that it will not interfere with the rights of its employees to become members of the Association and that neither the City nor any of its agents will exercise discrimination, interference, restraint or coercion because of a person's membership in the Association.

## ARTICLE 2. - ASSOCIATION MANAGEMENT RELATIONS

**Section 1.** All collective bargaining with respect to wages, hours, working conditions of employment, shall be conducted by authorized representatives of the Association and authorized representatives of the City.

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

**Section 3.** The Association, its officers, agents and members agree that during the duration of this Agreement there shall be no strikes, sit-downs, or any acts of any kind or form, whatso-

ever peaceable, that would interfere with the operation of the City. If any of these things take place, they shall be sufficient grounds for a discharge.

### ARTICLE 3. - ASSOCIATION SECURITY

**Section 1.** Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association or pay a service fee to the Association equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

**Section 2.** Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment to become members of the Association or pay a service fee equal to dues and initiation fees required for membership commencing sixty (60) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

**Section 3.** 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 Association or pay a service fee to the Association equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the sixtieth (60th) day following the beginning of their employment in the unit.

### ARTICLE 4. - DUES CHECK OFF

**Section 1.** The employer agrees to deduct from the wages of any employee who is a member of the Association all Association membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the employer herein (See Section 4), provided, that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period of sixty (60) days immediately prior to the expiration of this contract. The termination must be given both to the employer and the Association.

**Section 2.** Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each employee and the Association hereby authorize the employer to rely upon and to honor certifications by the Secretary-Treasurer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees.

**Section 3.** The employer agrees to provide this service without charge to the Association.

**Section 4.** Authorization Form.

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

I hereby request and authorize you to deduct from my earnings, one of the following:

- ( ) An amount established by the Association as monthly dues  
or
- ( ) An amount equivalent to monthly Association dues, which is established as a service fee.

The amount deducted shall be paid to the Association.

BY: \_\_\_\_\_  
Print Last Name First Name

\_\_\_\_\_  
Address Zip Telephone No.

\_\_\_\_\_  
Department Classification

\_\_\_\_\_  
Signature Date

EMPLOYERS COPY

ARTICLE 5. - REPRESENTATION FEE CHECK OFF

**Section 1.** The Employer agrees to deduct from the wages of any employee who is not a member of the Association the Association Representative fee, as provided in written authorization in accordance with the standard form used by the employer herein provided, that the said form shall be executed by employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period of sixty (60) days immediately prior to expiration of this contract. The termination notice must be given both to the employer and to the Association.

**Section 2.** The amount of such representation fee will be determined as set forth in Article 3 of this contract.

**Section 3.** The employer agrees to provide this service without charge to the Association.

**ARTICLE 6. - REMITTANCE OF DUES TO FINANCIAL OFFICER**

**Section 1.** Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of the Iron Mountain Police Officers Association, 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.

**Section 2.** The employer shall additionally indicate the amount deducted and notify the financial officer of the Association of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

The Union agrees to save and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provision.

**ARTICLE 7. - DEFINING PROBATIONARY AND REGULAR EMPLOYEES AND JOB BIDDING PROCEDURE**

**Section 1.** Seniority - Probationary Employees

a). New employees hired into the unit shall be considered as probationary employees for the first six months of their employment. 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 six months prior to the day he completes his probationary period. There shall be no seniority among probationary employees.

b). The Association shall represent probationary employees for the purpose of collective bargaining in the 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 Association activities.

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

**Section 2.** Seniority lists

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



b). Seniority lists on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.

c). The employer will keep the seniority lists up to date at all times and will provide the President with copies upon written requests.

### Section 3. Loss of Seniority

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

1. He quits
2. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He is absent for three consecutive working days without notifying 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 and his employment has been terminated. If disposition made of any such case is not satisfactory, the matter shall be referred to the grievance procedure.
4. If he does not return to work when recalled from layoff as set forth in the recall procedure.
5. Return from sick leave and leaves of absence will be treated the same as #3 above.

### Section 4. Job Postings and Bidding Procedure

a). All vacancies and/or newly-created positions within the bargaining unit shall be posted within eight (8) 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 eight (8) working days, setting forth the minimum requirements for the position, in a conspicuous place on the bulletin board in the Police Department. Employees interested shall apply in writing within the eight (8) working days posting period. The senior employee applying for the position who meets the minimum requirements 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 eight (8) working days after the posting period. 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 President with a copy of each job posting at the same time the posting is posted on the bulletin board; and at the end of the



posting period, the employer shall furnish the President with a copy of the list of names of those employees who applied for the job and thereafter notify the Association President 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 President in writing. In the event the employee disagrees, it shall be a proper subject for the grievance procedure.

d). During the trial period, employee will receive the rate of the job they are performing.

e). Employees required to work in a higher classification shall be paid the rate of the higher classification for hours worked.

**ARTICLE 8. - HOURS OF WORK, CALL TIME, SHIFT DIFFERENTIAL  
AND PREMIUM PAY**

**Section 1.** The average forty (40) hour work week shall be based on a seven (7) day operation, over a nine (9) week period. (There will be a variance in the starting and quitting time in the seven (7) day operation.)

**Section 2.** When an employee is called in for extra work, including court appearances, other than his regular shift, he shall receive the rate of time and one-half, and shall be guaranteed a minimum of two (2) hours pay. When an employee is called in to work prior to start of his regular shift (including court appearances) and works up to the start of his shift he shall be paid at the rate of time and one half for the actual hours worked.

**Section 3.** A week will be considered starting at 12:01 a.m. Sunday to 12:00 midnight on Saturday.

**Section 4.** There shall be no changing of individual work schedules or shifts by the employer in an agreed upon work schedule to circumvent overtime. An agreed upon work schedule shall be rotated weekly. Employees shall respond to any emergency calls. Voluntary shift changes among employees are permitted with concurrence of the Chief of Police, and the President of the Local.

**Section 5.** All employees shall have a minimum of one week advance notice whenever possible of any special event scheduling for which they are to be scheduled to work. In the event that one week notice is not possible, the employer will be responsible to notify the employees of such special events as soon as a determination has been made that the event will be scheduled.

**Section 6.** No employee shall be required to work alone in a car after darkness, nor shall any employee be required to work alone in a car as a result of the employer failing to replace an absent employee, providing employee replacements are available.

**Section 7.** If an officer is required to leave the City limits in his official capacity, he shall be paid on the basis of regular time and shall receive reimbursement for expenses actually incurred based on receipts submitted to the Chief. Provided, however, that if said out-of-town duty makes the employee exceed maximum regular time hours, the employee's regular shift schedule shall be adjusted by mutual agreement between the employee and the Chief, so that the employee receives necessary time off to bring his hours worked equal to maximum regular shift hours. Provided, further, that extended out-of-town duty shall be paid on eight (8) hours per day, forty (40) hours per week or hours actually worked, whichever is greater.

**Section 8.** It shall be permissible to change shifts among the employees covered by this contract, with no cost to the City, with the consent of the Chief or his delegated authority.

**Section 9.** Overtime shall be divided equally among all bargaining unit members and shall be assigned on a seniority basis. Employees who are unavailable or refuse overtime shall be charged with the actual number of hours during such overtime period.

**Section 10.** Compensatory time off may be taken in lieu of paid overtime as long as it meets FLSA requirements, with the approval of the Chief and does not result in additional cost to the City.

**Section 11.** Officers called in to replace another officer who is absent shall be called in to work the entire shift except in the case of an officer unable to complete his shift.

**Section 12.** Shift Differential - See Addendum #1

**Section 13.** All provisions of Article 8, including overtime allocation and schedule assignments, shall apply to all bargaining units in the Iron Mountain Police Department including Patrolmen and Sergeant.

#### ARTICLE 9. - WAGE RATES

**Section 1.** See Addendum #1

**Section 2.** Payday will be every Friday.

**Section 3.** Longevity payments shall be made on December 1st of each year determined by length of service as of the previous June 30th. They shall be in the amount of one percent (1%) of the base wage as of June 30th of each year (based on 2,080 hours of

base salary) and there shall be an additional one percent (1%) for each three (3) years of completed service up to a maximum of eight (8%) percent.

For employees hired after July 1, 1987, the following longevity schedule will apply:

Longevity payments shall be made on December 1st of each year determined by length of service as of the previous June 30th.

Payments shall be in the amount of one percent (1%) of the base wage as of June 30th of each year (based on 2,080 hours of base salary) upon completion of 5 years of service and there shall be an additional one percent (1%) for each five (5) years of completed service up to a maximum of four (4%) percent.

**Section 4.** Employees hired after July 1, 1986, will receive \$1.20/hour below base rate for certified officers and \$1.70/hour below base rate for non-certified officers for a limited period of time based on the following schedule:

Certified (\$1.20 below base rate)

<u>Term</u>	<u>Add Back</u>
6 months from date of hire	.45
1 year from date of hire	.25
2 years from date of hire	.25
3 years from date of hire	.25

Non Certified (\$1.70 below base rate)

<u>Term</u>	<u>Add Back</u>
6 months from date of hire	.70
2 years from date of hire	.50
3 years from date of hire	.50

If during this time an employee's base rate changes, the reduction will be from the employee's new rate.

**Section 5.** During the first year of employment all sick leave and personal days will be pro-rated from date of hire.

**Section 6.** Job Description: Lieutenant. A Lieutenant will be responsible for administrative duties, including but not limited to, supervision of personal and criminal matters and other duties as may be assigned by the Chief of Police and which are not in conflict with the terms of this agreement.

**Section 7. First Lieutenant.** The City Manager may designate a First Lieutenant within the department to assist the Chief in the operation of the department. The First Lieutenant shall be compensated in the amount of \$1,000.00 per year to be paid quarterly for his duties, which shall be determined by the Chief of Police. In the absence of the Chief, the First Lieutenant shall be responsible for the operations of the department and shall be compensated at the same rate of pay as the Chief during the absence.

**Section 8.** An employee within the Iron Mountain Police Department may be assigned the duties of Detective. The Detective shall conduct criminal investigations and related activity as directed by the Chief or his designee. In addition to regular duty schedules the detective will work such hours as directed by the Chief of Police or his designee as may be required to conduct criminal investigations. Overtime as defined under the current FLSA must be authorized in advance by the Chief or his designee. Compensatory time off may be taken in lieu of paid overtime in accordance with FLSA requirements, with the approval of the Chief of Police and does not result in additional cost to the City of Iron Mountain. Under provisions of this agreement the detective shall be compensated in the amount of \$800.00 per year to be paid quarterly. It is intended that the Iron Mountain Police Department will retain the position of detective provided that there are qualified employees within the department and subject to prevailing economic conditions. This determination will be made by a committee composed of the City Manager, Chief of Police and the senior Lieutenant in the department.

#### **ARTICLE 10. - INSURANCE**

**Section 1.** The City will pay for full coverage of Michigan Blue Cross/Blue Shield Comprehensive Hospital Care, Master Medical Option II, MVFI, Preferred Dental with CR-50, OS-50, and MBL 1000, Blue Complementary with Exact Fill and Vision Care. With Riders D-45NM, COB-3, PD-MAC, GCP-D, SD, FC, MMC-PD, SAT II, GPC-II, and SOT, for all employees and their dependents (spouse and children under nineteen (19) years) according to Blue Cross regulations. The City shall have the right to seek equivalent or better medical insurance coverage. Selection of the insurance carrier and associated coverage shall be by mutual agreement of the City and the Association. (Probationary employees that are uncertified will pay half of the insurance for the probationary period or until they are certified, which ever comes first.)

**Section 2.** The City will pay the cost of full coverage of Michigan Blue Cross/Blue Shield for all employees retired in accordance with the appropriate section of Compiled Laws of Michigan, as amended. However, retirees are entitled only to medical benefits insurance in effect at the time of retirement. This provision shall take effect June 30, 1984.

**Section 3.** The City will pay the full cost of \$2,000.00 life insurance. All employees may elect to obtain an additional \$2,000.00 of life insurance at no cost to the City.

**Section 4.** The City will pay full coverage for the Group Dental Care Benefit Certificate - Comprehensive Preferred Plan 4677-1.

**Section 5.** Basic Vision Coverage is to be provided by the City at no cost to the employee. Effective January 1, 1983.

**Section 6.** The City will pay the full cost for Prescription Drug Group Benefit Certificate PD300, with \$3.00 co-payment, effective July 1, 1989.

**Section 7.** The City will implement the Predetermination Program, effective July 1, 1989.

**Section 8.** Effective July 1, 1991, the Prescription Drug Rider, PD 300, will be discontinued. Prescription Drugs will be added to Master Medical, Option II. Blue Complementary shall be changed to include Exact Fill.

#### ARTICLE 11. - RETIREMENT

The employees will be covered under Act 345 of the Michigan Public Acts of 1937, as amended or hereafter amended, known as the Police and Fireman Pension System. Effective June 1, 1984, pension formula shall be 2.2% of final average compensation times the first 25 years of credited service, plus 1% of final average compensation times years of credited service in excess of 25 years. Effective January 1, 1988, the pension formula shall be increased from 2.2% to 2.5% of final average compensation times the first 25 years of credited service, plus 1% of final average compensation times years of credited service in excess of 25 years. Effective July 1, 1991, the pension formula shall be increased from 2.5% to 2.8% of final average compensation times the first 25 years of credited service, plus 1% per year in excess of 25 years to a maximum of 5 years.

#### ARTICLE 12. - ANNUAL LEAVE

**Section 1.** The following schedule will be used in granting paid vacations to employees on a seniority basis, vacation days will be accrued from the date of hire and must be taken by the anniversary date of hire of the employee, except in authorized cases; but in no case will payment be made for unused vacation except as provided in Article 12 Section 2 (a) and 2 (c).



After completion of:

1 year's service	5 Days
2 year's service	10 Days
6 year's service	13 Days
10 year's service	18 Days
15 year's service	23 Days
20 year's service	28 Days
25 year's service	30 Days
30 year's service	33 Days

### Section 2. Vacation Period

- a). Vacations will be granted at such times during the year as requested by the employee so long as replacements are available.
- b). A vacation may not be waived by an employee and extra pay 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 vacation will be rescheduled. In the event that his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- d). At the discretion of the Chief, employees shall be paid at one and one-half (1 1/2) times regular rate for each day shift vacation taken when it is not necessary to replace the day shift with overtime.

### Section 3. Pay Advance

- a). 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.
- b). Rate during vacation; employee will be paid their current rate based on their regular scheduled day while on vacation.

### ARTICLE 13. - LEAVE WITHOUT PAY

Section 1. A full-time employee may be granted a leave of absence without pay by the City Council for a period of sixty (60) days and may be granted one (1) renewal of like duration.

- a). By reason of physical disability.
- b). Because of reasons sufficient in the opinion of the City to warrant such a leave.
- c). An employee on leave of absence will be required to pay his own Blue Cross and Hospitalization under the City Group

Plan.

d). A full-time employee may be granted a leave of absence six (6) months for educational purposes only.

**Section 2.** An employee granted leave of absence hereunder shall be restored to his position on the expiration of this leave, or if approved by the Chief before the expiration thereof.

**ARTICLE 14. - ABSENCE WITHOUT LEAVE**

**Section 1.** All employees taking leave for one (1) day will notify his Chief on the day prior to such leave, if possible, or before 7:00 a.m. on the date of absence.

**Section 2.** Any employee who is absent from work for three (3) consecutive days without a specific authorization therefore shall be deemed to have resigned from the City and to have vacated his position unless a leave of absence is subsequently granted under any of these rules and regulations.

**Section 3.** The failure of an employee to report at the expiration of a leave of absence or vacation shall be deemed as absent without leave unless written approval is granted.

**ARTICLE 15. - HOLIDAYS**

**Section 1.** The following holidays shall be paid holidays for all regular employees:

New Year's Day	Fourth of July	Thanksgiving Day
Memorial Day	Easter Sunday	Christmas Day
Good Friday	Labor Day	Employee's Birthday

**Section 2.** Holidays shall be considered as a day worked in computing overtime. Compensatory time off for work performed on a holiday shall not be allowed.

**Section 3.** Any employee who worked on such holiday will receive his holiday pay plus his pay at time and one-half for the actual hours worked.

**Section 4.** Any employee who is called into work a holiday when he was not scheduled to work shall receive double time for said shift. Any employee who is asked to work over eight hours on a holiday on which he **WAS** scheduled to work shall receive double time for any time worked over eight hours.

**ARTICLE 16. - FUNERAL LEAVE, SICK LEAVE AND PERSONAL LEAVE**

**Section 1.** Each employee will be granted fifteen (15) days of sick leave per calendar year. Each employee shall be entitled to unlimited accumulation of sick leave days.



For employees hired after July 1, 1988, the following leave schedule will apply:

Each employee will be granted fifteen (15) days of sick leave per calendar year. Each employee shall be entitled a maximum of 120 days accumulated leave.

**Section 2.** Sick leave shall be granted only for actual regular working days.

**Section 3.** A minimum for sick leave must constitute not less than one-half (1/2) of a working day and should be reported to the Department Head prior to commencement of shift.

**Section 4.** Any employee whose accident or sickness is caused while on active duty for the City shall be eligible to file a claim for sick leave for only that part of his weekly regular wage not covered by compensation insurance. An employee who is injured in the course of his employment, and as a result thereof is receiving Worker's Compensation, shall be charged one-third (1/3) of a week sick leave for each full week that he is absent from work as a result of this compensable injury to the maximum extent of his accumulated sick leave.

**Section 5.** Each employee shall be granted two (2) personal leave days per contract year. Personal leave days shall not carry over from one contract year to the next.

**Section 6.** Any employee shall be granted a maximum of three (3) days funeral leave with pay for the express purpose of attending the funeral and performing such other services and duties in connection therewith as are proper and necessary for the following specified relatives; wife, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, husband, son, son-in-law, daughter, daughter-in-law, grandmother, and grandfather. Travel time beyond the Wisconsin-Michigan area in connection with this section shall be honored, providing the employee's attendance is certified by the funeral director on his letterhead stationary.

**Section 7.** Severe penalties shall result against any employee who falsifies a sick leave or funeral leave report.

**Section 8.** At the time of his legal retirement or death under the provisions of the Municipal Retirement System, Public Act 135, or City of Iron Mountain Police and Fireman Pension Fund, an employee who has accumulated up to 105 days of sick leave will receive compensation equal to thirty per cent (30%) of the unused sick leave. An employee who has accumulated 106 or more sick leave days up to the maximum of 120 days will receive compensation equal to forty percent (40%) of the unused sick leave days.

**Section 9.** Any employee off due to accident or illness shall be granted six (6) month's leave of absence without pay after he has taken all of his sick leave and vacation.

**Section 10.** Family Sick Leave: 3 days of earned sick leave may be used annually for illness of husband, wife, children, father, mother, mother-in-law, father-in-law.

#### ARTICLE 17. - LAYOFF AND RECALL

**Section 1.** When the employer determines that layoffs are necessary, seniority in years, months and days of City service shall be determining factors. Those with the least seniority will be laid off first, so long as there are employees remaining in the ranks qualified to perform the functions of those being laid off.

**Section 2.** When recalls to active employment are made, those with the most seniority on the inactive lists shall be recalled first.

#### ARTICLE 18. - DISCHARGE AND SUSPENSION

**Section 1.** Notice of Discharge or Suspension

a). The employer agrees promptly upon discharge or suspension of any employee to notify in writing the employee and his President 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 President 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 his President.

c). Appeal of Discharge or Suspension; Should the discharge or suspended employee and/or the President consider the discharge or suspension to be improper, it shall be subject to the final step of the grievance procedure.

#### ARTICLE 19. - ASSOCIATION REPRESENTATION AND GRIEVANCE PROCEDURE

**Section 1.** Employees covered by this agreement will be represented by the Association President or his designated representative in the grievance procedure. The Association shall have the exclusive right to assign said President or his designated representative.

a). The employer will be notified of the name of the Association President and his alternate, who shall serve only in the absence of the regular Association President.

b). The Association President or his designated representative shall be allowed necessary time off during working hours without loss of time or pay to investigate and present grievances to the employer in accordance with the grievance procedure.

## Section 2. Association Bargaining Committee

a). Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.

b). Members of the bargaining committee shall be paid if on duty by the employer for all hours spent in negotiations.

## Section 3. Grievance Procedure

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as the means for the 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 proper matter for the grievance procedure, the grievance must be presented within thirty (30) working days from the date that the occurrence being grieved became evident to the grievant or reasonably should have become evident to the grievant. The employer will answer in writing any grievance presented to it in writing by the Association. For the purpose of this procedure working days shall mean Monday through Friday from 8:00 a.m. to 5:00 p.m.

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 Association President.

b). The Association President may discuss the grievance with the Chief of Police.

c). If the matter is thereby not disposed of, it shall be submitted in written form by the Association President to the Chief of Police. Upon receipt of the grievance, the Chief of Police shall sign and date the Association President's copy of the grievance.

d). The Chief of Police or his designated representative shall give his answer to the Association President within five (5) working days of receipt of the grievance.

e). In the event the Chief of Police is unavailable to discuss the grievance for five working days, whether because of vacation, illness or other extenuating circumstances, the grievance shall move to the next step of the grievance procedure.

Step 2. If the answer at Step 1 is not satisfactory to the Association, it shall be presented in writing by the Association President to the City Manager within seven (7) working days after the Chief or, in his absence, his designated representative's response is due. The City Manager and the Association shall within fifteen (15) working days arrange a meeting with the purpose of resolving the dispute or disputes.

Step 3.

a). If the answer at Step 2 is not satisfactory and the Association wishes to carry it further, the Association President shall refer the matter to the Association Grievance Board.

b). In the event the Association Grievance Board wishes to carry the matter further, it shall, within thirty (30) days from the date of the employer's answer at Step 2, meet with the employer for the purpose of attempting to resolve the dispute or disputes. If the dispute or disputes remain unsettled and the Board wishes to carry the matter or matters further, the Association shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.

c). The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

d). There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Association, its members the employee or employees involved and the employer. The arbitrator shall make a judgement 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 borne by the losing party. Whenever the arbitrator's decision is split, the fees will be pro-rated according to the decision handed down by the arbitrator.

e). A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. If the grievance is withdrawn, the financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated.

f). Any grievance not answered within the time limits by the employer shall be deemed settled on the basis of the Association's original demand.

g). Any grievance not appealed by the Association within the time limits shall be deemed settled on the basis of the employer's last answer.

#### ARTICLE 20. - MISCELLANEOUS

**Section 1.** Reinstatement of Veterans. The re-employment rights of employees will be in accordance with all applicable laws and regulations.

**Section 2.** The parties to this Agreement agree that they shall not discriminate against any person because of race, creed or color, and that such persons shall receive the full protection of the provisions of this Agreement.

**Section 3.** Representatives of the Association who are not employees of the City may be permitted to visit the premises to transact official Association business, provided they first report to the supervisor in charge upon entry, state the nature of their business and secure permission. Permission shall not be withheld if in the opinion of the supervisor the representative's visit will not interfere with or interrupt the performance of the duties of the employer.

**Section 4.** A Safety Committee is hereby created, consisting of the Chief of Police and two (2) employees designated by the Association, including Patrolmen and Sergeants. This Committee shall meet as often as is necessary to maintain a safe place of employment.

**Section 5.** Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Section 6.** Continuation of Benefits: Any employee privileges or benefits which were generally in effect prior to the effective date of this Agreement, which were not changed by this Agreement, will continue in full force throughout the life of this Agreement, unless altered by mutual consent of the employer and the Association.

**Section 7.** This contract contains the entire working agreement between the contracting parties hereto, and any rights not herein contained are reserved to the employer, including the right to manage.

**Section 8.** Computation of Benefits: All hours paid to the employee will be considered as hours worked for the purpose of computing any benefits under this Agreement.



**Section 9.** Employer to furnish space on the department bulletin board for the purpose of posting Association business notice.

**Section 10.** Employer to pay for all expenses and wages when an employee attends schools or other functions in behalf of the City at one and one-half (1 1/2) times his hourly rate when time involved is over and above his regularly scheduled shift, when authorized by the Chief of Police or his designee. When an employee attends seminars, schools or other functions authorized by the Chief of Police that are not mandatory, he shall receive the rate of straight time for all hours attended.

**Section 11.** All duty positions such as desk duties, reports, radio work, patrol, etc., classified as police work, shall be manned by qualified, trained and/or schooled police officer personnel.

**Section 12.** Residential Requirement: All employees must be residents of the City of Iron Mountain and remain residents of the City of Iron Mountain to be employed by the City of Iron Mountain.

**Section 13.** Unemployment Compensation: The employer agrees to furnish unemployment compensation to all employees laid off in accordance with appropriate legislation.

**Section 14.** 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 an operation of law. In the event of the employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

**Section 15.** Uniform Allowance: The City shall provide dry cleaning for the employees upon prior approval by the Chief of Police. The City will continue to make necessary replacements, as has been done in the past.

**Section 16.** Qualification Allowance: A qualification allowance to be provided by the City in the amount of \$250.00 per year, payable quarterly in the amount of \$62.50. This is to be paid at the end of each quarter to every officer who qualifies according to "M.L.E.O.T.C." standards. Qualification to be conducted twice (2) a year.

**Section 17.** Clothing Allowance: Clothing allowance for plain clothes officers will be payable in the amount of \$350.00 per year. It is to be paid to the officer at the beginning of the fiscal year. City to replace any damaged clothing which was damaged while the officer was on duty.

Section 18. Employees shall be covered by the City's liability program. The City is currently a member of the Michigan Municipal Liability Pool.

ARTICLE 21. - TERMS OF AGREEMENT

Section 1. This agreement shall be effective from 12:01 a.m. July 1, 1991, and remain in full force and effect until 12:00 midnight June 30, 1994, and shall automatically be renewed under the same terms and conditions unless ninety (90) days prior to July 1, 1994, either party shall give to the other written notice of its desire to change provisions or terminate this Agreement.

Section 2. This agreement is complete in writing and shall not be amended, changed, altered or modified, except by an instrument in writing, duly signed by the parties hereto.

IRON MOUNTAIN POLICE OFFICER'S  
ASSOCIATION

CITY OF IRON MOUNTAIN

Michael Badini 09-19-91  
Association President

John Elmer  
John Elmer, Mayor

[Signature]  
Association Secretary

Lou Ann Hagen  
Lou Ann Hagen, Clerk

9-20-91



ADDENDUM #1

Effective--July 1, 1991

<u>BASE RATE</u>		<u>OVERTIME</u>		<u>HOLIDAY OVERTIME</u>	
Dayshift	\$12.73	Dayshift	\$19.10	Dayshift	\$25.46
Afternoon	12.98	Afternoon	19.35	Afternoon	25.71
Overlap	13.03	Overlap	19.40	Overlap	25.76
Midnight	13.03	Midnight	19.40	Midnight	25.76

Effective--July 1, 1992

<u>BASE RATE</u>		<u>OVERTIME</u>		<u>HOLIDAY OVERTIME</u>	
Dayshift	\$13.33	Dayshift	\$20.00	Dayshift	\$26.66
Afternoon	13.58	Afternoon	20.25	Afternoon	26.91
Overlap	13.63	Overlap	20.30	Overlap	26.96
Midnight	13.63	Midnight	20.30	Midnight	26.96

Effective--July 1, 1993

<u>BASE RATE</u>		<u>OVERTIME</u>		<u>HOLIDAY OVERTIME</u>	
Dayshift	\$13.58	Dayshift	\$20.37	Dayshift	\$27.16
Afternoon	13.83	Afternoon	20.62	Afternoon	27.41
Overlap	13.88	Overlap	20.67	Overlap	27.46
Midnight	13.88	Midnight	20.67	Midnight	27.46



# City of Iron Mountain

212 East Ludington  
Iron Mountain, Michigan 49801  
Telephone 906-774-8530

Addendum To  
Work Agreement Between The City Of Iron Mountain and  
The Iron Mountain Lieutenant Police Officers Associa-  
tion and Labor Council Michigan Fraternal Order Of  
Police

Amend Article 7, Section 4, Paragraph (a) to read:

- a). All vacancies and/or newly-created positions within department bargaining units, shall be posted within eight (8) working days of the date the vacancy occurs. All vacancies or newly-created positions within department bargaining units, shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of eight (8) working days, setting forth the minimum requirements for the position, in a conspicuous place on the bulletin board in the Police Department. Employees interested shall apply in writing within the eight (8) working days period. The senior employee applying for the position who meets the minimum requirements 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.

Iron Mountain Lieutenant  
Police Officers's Association:

City of Iron Mountain:

M. J. Badini 01-13-92

C. Todd Colenso  
C. Todd Colenso, Mayor

[Signature]

Lou Ann Hagen  
Lou Ann Hagen, Clerk-Treasurer

1-6-92