

7-1-75

ALPENA POLICE DEPARTMENT INDEX

| <u>ARTICLE</u> |                                 | <u>PAGE</u> |
|----------------|---------------------------------|-------------|
| I              | RECOGNITION - UNION SECURITY    | 1           |
| II.            | MANAGEMENT                      | 2           |
| III            | GOVERNMENT LAWS AND REGULATIONS | 2           |
| IV             | SENIORITY                       | 2           |
| V              | HOURS AND OVERTIME              | 6           |
| VI             | HOLIDAYS                        | 7           |
| VII            | VACATION AND SICK LEAVE         | 9           |
| VIII           | SAFETY AND HEALTH               | 12          |
| IX             | GRIEVANCES                      | 12          |
| X              | WAGES                           | 14          |
| XI             | LONGEVITY                       | 16          |
| XII            | FUNERAL LEAVE                   | 17          |
| XIII           | RETIREMENT PLAN                 | 18          |
| XIV            | INSURANCE                       | 18          |
| XV             | OTHER CONDITIONS OF EMPLOYMENT  | 19          |
| XVI            | DURATION AND RENEWAL            | 22          |

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LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*Alpena Police Dept.*

*Steelworkers  
2477 U.S. 23 South  
Alpena, Mich. 49707*

AGREEMENT, between the City of Alpena, hereinafter called the City and the International Union, United Steelworkers of America, AFL-CIO-CLC, hereinafter called the Union; for the purpose of establishing wage rates, hours of labor and conditions of employment, and for the purpose of improving the relationships between the City and its employees in the Police Department.

ARTICLE I - RECOGNITION - UNION SECURITY

- A. The City recognizes the Union as the sole and exclusive bargaining representative for all employees of the Alpena Police Department; excluding head of Police Department and the Police Captain.
- B. 1. All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) days of the effective date of this provision or within thirty (30) days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall, within thirty (30) days of the effective date of this provision or within thirty (30) days of their date of hire by the Employer, whichever is later, as a condition of employment, pay to the Union the initiation fees and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Employer who are members.
2. The Employer upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately dismiss said employee.
3. An employee who shall tender or authorize the deduction of initiation fees and membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article so long as the employee is not more than thirty (30) days in arrears of payment of such dues (or fees).
4. The Employer shall be notified, in writing, by the Union of any employee who is thirty (30) days in arrears in payment of the initiation fee and/or membership dues (or fees).
5. The Union shall refund to the employee Union dues and initiation fees, assessments erroneously deducted by the City and paid to the Union.
- C. The City will checkoff monthly dues, agency shop fees, assessments and initiation fees each as designated by the International Secretary-Treasurer of the Union, as membership dues in the Union, for every employee who has agreed to it in writing. Such designation also includes the procedures to be followed.
- D. The pay referred to for the deduction of dues, initiation fees shall be the first pay closed and calculated in the month.

- E. The Union shall notify the City in writing of the amount of the dues and initiation fees to be deducted and whenever they are changed thereafter. Application for checkoff of dues and initiation fees shall be made by individual employees on a form to be furnished by the Union.
- F. A list of the employees names from whom dues and initiation fees have been deducted shall be furnished the International Secretary-Treasurer of the Union at the time that the dues and initiation fees are remitted. This shall be done within one week after payday.

## ARTICLE II - MANAGEMENT

The Management of the Police Department and the direction of the working forces, including the right to plan, direct and control Police Department operations, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, and the right to introduce new or improved working methods or facilities, are vested exclusively in the City, provided that, in the exercise of these prerogatives the City shall not violate the provisions of this Agreement.

## ARTICLE III - GOVERNMENT LAWS AND REGULATIONS

To the best knowledge and belief of the parties, this contract contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this Agreement, at any time during its life, be in conflict with federal or state law or regulation, then such provision shall continue in effect only to the extent permitted. In event of any provision of this Agreement thus being held inoperative, the remaining provisions of the Agreement shall, nevertheless, remain in full force and effect.

## ARTICLE IV - SENIORITY

- A. Seniority is defined as the right of preference as to layoff, rehiring and demotion, measured by length of service. Promotions shall be based on qualifications and seniority. The principle of seniority shall be observed in accordance with conditions listed below:
- B. Probationary Period
  - 1. The seniority of a new employee shall be established after 30 days of continuous employment and shall begin as of the original date hired.
  - 2. All employees shall be considered on a probationary or trial basis for the first six (6) months of their employment and no controversy concerning their tenure of employment shall be deemed a grievance hereunder, provided, however, that probationary employees shall be subject to all terms of this Agreement not inconsistent with this clause.

### C. Seniority

1. "Seniority" is defined as the seniority status of an employee with respect to all other employees covered by this Agreement.
2. The employee's seniority shall accumulate continuously from the date of employment or seniority date (whichever is later), until terminated by any of the circumstances enumerated in sub paragraph (3) below. When two or more people are hired and report for work on the same day, their seniority shall be determined by drawing lots in the presence of the Chief of Police and a Union committeeman. A record will be made of this procedure and signed by all parties present, with a copy sent to the Union.
3. All seniority shall be terminated:
  - a. When an employee is discharged for just cause.
  - b. When an employee quits.
  - c. When an employee fails to report for work after a layoff, when properly notified under the provisions of Paragraph G, sub paragraph (3).
  - d. When an employee is laid off or is absent for any reason whatsoever for a period equal to the amount of seniority he had at the time he was laid off or started his period of absence, subject, however, to the provisions of Article IV.
4. Absence due to injury or disease for which Workmen's Compensation is payable shall not terminate seniority.
5. Any person whose seniority has been terminated and who later is re-employed shall be considered in every respect as a new employee and a new seniority date shall be established for him on the date of re-hiring.

### D. Seniority Lists

1. The most recent seniority lists showing the employees seniority dates, their permanent classification and their rate of pay is attached hereto (Schedule A) and form a part of this Agreement. Such list is hereby accepted as correct by both parties; provided that the Union may protest the accuracy of same within thirty (30) days from date hereof. A copy of this list shall be posted in the Department and revised once each month if necessary.
2. Notwithstanding any of the seniority rules contained herein, the Union Steward shall during his term of office, be placed at the head of the departmental seniority list, provided, however, that this preferential seniority shall be only for the purpose of determining layoffs and re-hiring.
3. Any employee appointed to a supervisory position, or any other position not subject to this Agreement, and who is demoted from such employment shall be reinstated to the bargaining unit with his original seniority date, and be

reinstated in his original job if his seniority entitles him to do so.

4. Any city employee transferring into the Police Department after passing the entrance examination shall carry his City-wide seniority (from date of hire) for Pension and Longevity purposes only; and a new seniority date shall be established for him in accordance with Paragraph B.

#### E. Filling Permanent Vacancies

1. Employees must have three (3) years department seniority to write the Civil Service Examination for Sergeant. Employees passing the Civil Service Examination shall be qualified for a two (2) year period, however, they shall have no preference over employees passing subsequent examinations since seniority shall be the determining factor among those qualified.
2. When a permanent job vacancy occurs, the Civil Service Examination shall be given as soon as possible and the vacancy filled within two (2) weeks thereafter, with the senior employee who passes or has passed the examination.
3. Employees who are absent, for a period not to exceed six (6) months, because of illness, on vacation or some other good reason, will have seven (7) days from the date of their return to work to make application for a permanent vacancy.

#### F. Temporary Vacancies

1. Temporary vacancies shall be filled within the department by asking the employee with the most Departmental Seniority, and so on down the seniority list; provided they have passed the examination for the job (if one was necessary) and desire to take the job.
2. Employees temporarily assigned to a lower paid job shall receive their regular rate of pay.
3. Employees temporarily transferred to a higher paid job shall receive the rate of the higher classification or job for the hours actually worked at the higher classification except when Patrolmen fill in at the desk for the lunch period.
4. Temporary assignments shall not be made to deprive employees of overtime pay.

## G. Layoff and Re-hiring

1. When a reduction in the working force is necessary, employees shall be laid off in accordance with their department seniority; that is, the employee with the least department seniority shall be laid off first, etc.; provided, that in the selection of employees for layoff, due consideration shall be given to the retention of men properly qualified and physically able to perform the available work.  
  
Whenever an employee is to be laid off, the City shall notify him and the Steward at least twenty-four (24) hours in advance unless circumstances make such notice utterly impossible.
2. Laid off employees shall be re-hired in accordance with their department seniority; that is, the employee with the greatest department seniority shall be re-hired first, etc.; provided he has the ability and is physically able to perform the duties of the job which is open.
3. When re-hiring a laid off employee, the City will notify him by registered mail at his last known address. If such employee does not notify the City within ten (10) days from the mailing date of such notice that he will report for work on the date specified, or give satisfactory reasons for delay beyond such time, he shall be considered as having quit, and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the City may call in the next man in line and he shall be given a minimum of five (5) days work, after which the proper person could come in to work.

## H. Military Service

Any employee who is inducted into, or enlists in, the Armed Forces of the United States (including any employee called to active duty as a member of a reserve component of the Armed Forces) and who is entitled to re-employment rights under the Selective Service Acts of 1940 and 1948, as amended and extended, or any other applicable federal law, shall be deemed on leave of absence during the period required for such military service, and his seniority shall continue to accumulate during such period of service.

## ARTICLE V - HOURS AND OVERTIME

- A. The regularly scheduled workweek for all employees shall begin at 6 A. M. Monday.

There shall be a paid lunch period of not less than thirty (30) minutes for all employees.

- B. 1. For the purpose of computing overtime, eight (8) hours shall constitute a day's work. All time worked over eight (8) hours in any twenty-four (24) hour period, and all time worked over forty (40) hours in any one workweek shall be paid at the rate of time and one-half; provided that overtime rates shall not be paid when more than eight (8) hours in twenty-four (24) are worked as a result of regular shift changes or as a result of employees trading shifts for their own convenience.

Employees shall be permitted to voluntarily trade shifts provided that such trading shall not unduly impair the operation of the Department nor be repetitive for purposes of outside employment. Employees trading shifts under this clause shall give prior notification to either the Chief, or Captain at least twenty-four (24) hours in advance. In the event the Chief or Captain are unavailable then such notification shall be left with the Desk Sergeant.

- C. 1. Any employee ordered and reporting for work at any time shall receive a minimum of four (4) hours pay.
2. Employees reporting for work on their regular shifts without having been properly notified that there will be no work shall receive a minimum of four (4) hours pay at their regular rate.
3. The City will not change work schedules or work days to avoid the payment of overtime.
- D. 1. Overtime shall be distributed among the employees in the department in the same job classification on as equitable a basis as possible. If the employee is unavailable in the job classification where overtime work is necessary, then the overtime shall be distributed among the other qualified employees in the department on as equitable a basis as possible. Whenever practical the man with the least amount of overtime hours shall be asked first. Employees who can not be contacted by telephone and are therefore unavailable for work will be marked in the red for such overtime hours.

2. When an employee is off sick, on disciplinary suspension, injured, on leave of absence; all for over thirty (30) days, or has altered his work days for his convenience, and it would have been his turn to work overtime, he will be marked in the red on the overtime chart for the hours he could have worked. An employee shall be considered unavailable for duty until adequate notice is given by the employee that he is available for duty.
3. A chart will be maintained and kept posted in the department (excluding Court and investigation time), revised at the end of each pay period, showing the total unscheduled overtime hours worked by each employee, and also those hours available but not worked, through no fault of the City. The overtime sheet shall be adjusted each July 1. Any difference in overtime shall be carried over to the next period.

#### ARTICLE VI- HOLIDAYS

- A. The following days shall be recognized as holidays: One full day before New Year's Day, New Year's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Day before Christmas Day and Christmas Day. In the event December 24th falls on Saturday or Sunday, the holiday will be considered as Friday. If any of the above holidays fall on a Sunday, the following Monday shall be considered the holiday. If any of the above holidays fall on a Saturday, employees shall receive holiday pay for that day provided they meet the conditions of Article VI, Paragraph B.
- B. 1. Employees who do not work on the holidays specified above shall receive, as holiday pay, eight (8) straight time hours pay at the rate they received for the most hours on the last day worked prior to the holiday (exclusive of the shift differentials), provided they meet all of the following conditions:
  - a. A new employee shall not be eligible for holiday pay until after thirty (30) days from the date of his employment.
  - b. The employee shall perform work in the twelve (12) calendar day period immediately preceding or the twelve (12) calendar day period immediately following the holiday, except when absent on scheduled vacation. Should a holiday occur during the first twelve (12) days that an employee, who is otherwise eligible for holiday pay, is laid off, he shall receive the appropriate holiday pay.



- c. The employee shall have worked his scheduled hours of work on his last scheduled workday preceding the holiday and also on his first scheduled workday following the holiday; provided, however, that absence or tardiness due to illness or other compelling personal reasons, supported by adequate proof of same, shall not disqualify an employee for holiday pay if he meets all of the other conditions stipulated.
    - d. Notwithstanding sub paragraph (b) above, any employee who is on vacation with pay shall receive the extra eight hours holiday pay.
  2. Employees ordered to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay.
  3. Employees who work on a holiday shall be paid at two and one-half (2-1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when an employee works less than eight (8) hours on a holiday and is otherwise eligible for holiday pay, he shall receive the balance of his eight (8) hours for hours not worked.
  4. For the purpose of this paragraph a holiday is defined as a twenty-four (24) hour period beginning at 6 a.m. of the holiday.
  5. With respect to employees working on jobs normally scheduled to operate less than seven (7) days per week, the hours worked on a holiday and the holiday hours paid for but not worked, but not to exceed a total of eight (8) hours for both, shall be considered as hours worked for the purpose of computing weekly overtime and for the purpose of computing the forty (40) hour work schedule.
  6. With respect to employees working on jobs normally scheduled to operate seven (7) days per week:
    - a. The hours worked on a holiday, but not to exceed a total of eight (8) hours, shall be counted as hours worked for the purpose of computing weekly overtime and for the purpose of computing the forty (40) hour work schedule.
    - b. Holiday hours paid for but not worked shall not be considered as hours worked for the purpose of computing the forty (40) hour work schedule.

- C. An employee called and reporting for work on a holiday shall receive a minimum of four (4) hours pay at double time and one-half (2-1/2).

## ARTICLE VII - VACATION AND SICK LEAVE

The vacation year shall be from January 1 to December 31.

Eligibility - An employee must be in the employ of the City for six (6) months prior to January 1 to be eligible for vacation.

- A. 1. Amount of vacation:
- From one (1) to five (5) years service, two eight (8) paid consecutive days vacation.
  - From five (5) to ten (10) tears service, two ten (10) paid consecutive days vacation.
  - From ten (10) to fifteen (15) years service, two twelve (12) paid consecutive days vacation.
  - From fifteen (15) to twenty (20) years service, two fourteen (14) paid consecutive days vacation.
  - Over twenty (20) years service, two sixteen (16) paid consecutive days vacation.
2. A day of vacation shall consist of eight (8) hours at the individual employee's straight time hourly earnings two weeks prior to the beginning of the individual's vacation period. If a general increase in wage rates occurs during the calendar year prior to the time the vacation is taken, such general increase will be included in the computation of the vacation pay, anything above to the contrary notwithstanding. If the employee's vacation has been properly scheduled two (2) weeks prior to the date of starting his first week of vacation, he shall, upon request, be given his vacation check on the payday preceding his vacation covering the amount of vacation he is currently taking.
3. The determination of when vacations may be taken is left to the Department Head, who will prepare and post a vacation schedule for his department.

The exact time of the vacation must be regulated by the needs of the department. In choosing time for vacations, the oldest man in departmental seniority will have first choice, second oldest second choice, etc., provided he has specified his choice by Dec. 1 of each year. If an employee does not choose his vacation time on or before Dec. 1, the employee will forfeit any preference to which his seniority entitled him. Notwithstanding the foregoing, if any employee is "bumped" out of his designated vacation time on Dec. 1, then a grace period between Dec. 1 and Dec. 15 shall be allowed in order to straighten out the vacation periods. This shall be done immediately on a departmental seniority basis with the assistance of the Chairman of the Grievance Committee and the Chief.

In the period of December 16 and December 30, vacation applications will be considered in the order received without regard to seniority. After December 30, the employee shall notify the Chief two (2) months in advance of his intended vacation.

A minimum of two (2) Patrolmen shall be allowed vacations simultaneously.

4. An employee shall split his vacation, that is, his vacation shall be taken in two periods as provided in Paragraph A (1) except, however, if the employee so desires he may split his vacation into three periods. His first vacation (or his first two if he desires 3 periods) shall be by seniority in accordance with three (3) above.

The Police Sergeants and Safety Officer shall be permitted to split, once only, the above semi-annual vacation periods. Such splitting of vacation periods is not intended to add to the number of days off work which could be achieved if the vacation period were not split into two parts.

5. An employee must take his vacation time off. If an employee does not take his vacation in the vacation year he shall lose all vacation for the previous year. Any employee asked not to take his vacation after the vacation time has been approved shall have the opportunity to take his vacation time off for vacation purposes before the end of the contract year.

6. Should an employee be off sick during his scheduled vacation time, he may be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such request is contingent upon prompt notice and proof of illness to the employee's immediate superior.

7. When an employee quits, is discharged, retires or dies, he or his heirs shall be paid for unused vacation earned in the prior year as well as weekly pro rata vacation allowance he has accumulated during the current year. The vacation pay at the time of separation shall not be considered as payment for any time worked or not after the date of separation.
8. When an employee returns to work under the provisions of Article IV, Paragraph H, his total time in military service shall be counted in determining how many vacation weeks he is eligible for.
9. There need be no lapse of time between vacations of two different years.
10. Employees shall be entitled to extra days of vacation equivalent to any day spent on Court time occurring during their regularly scheduled vacation, provided such day or days do not interfere with someone else's vacation, otherwise such day or days shall be taken at a time mutually convenient to the parties. Any Court time in a day shall be considered an entire day.

B. Sick Leave

1. Sick Leave shall accumulate at the rate of one (1) day for each month of service to a maximum of one hundred twenty (120) days.
2. Sick leave may be used only for cases of actual sickness.
3. Sick leave will be paid only if the employee makes every reasonable effort to notify his Department Head before the start of his scheduled day of work.
4. In each case of a request for sick leave, the employee will be requested to sign a statement of request.

5. The Department Head may require a doctor's certificate in addition to the employee's statement provided such requirement is reasonable under the existing circumstances. Such a requirement shall not apply to short sick leaves of one or two days unless such leaves are habitual in nature.
6. For purposes of this Paragraph B, persons employed for less than six (6) months on specific temporary jobs shall be considered temporary employees and shall not accumulate sick leave. If employed over six (6) months, sick leave shall accumulate and be retroactive to the employee's original date of hire.
7. Effective as to employees who retire on or after January 1, 1974, the retired employee shall receive one-half of his accumulated sick leave based on average hourly straight-time rate at the time of retirement.

#### ARTICLE VIII - SAFETY AND HEALTH

- A. All legal obligations and duties imposed by law upon the Employer for the preservation of life and property, shall be complied with to the fullest extent.
- B. The employees will abide by all reasonable rules and regulations of the Employer for the protection and the preservation of life and property.
- C. When in the opinion of an employee or the Union reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered a proper subject for grievance to be taken up pursuant to the regular grievance procedure.

#### ARTICLE IX - GRIEVANCES

- A. The Union shall be entitled to form a Grievance and Negotiation committee consisting of three (3) members.
- B. Meetings of the Grievance committee may be called at any time at reasonable intervals by the Chairman of the Grievance Committee, the City Manager and/or Personnel Director.

The Grievance and Negotiation committee shall be compensated at their proper rate of pay for all working time lost in adjusting grievances or in contract negotiations.

A grievance is defined as any controversy between the parties hereto; or between the City and any employee covered by this Agreement, which relates to:

1. Working conditions in the City not specifically covered by the Agreement, or,
2. Interpretation or violation of any provision of this Agreement.

D. The following procedure is to be observed in the settlement of grievances:

1. An employee having a grievance shall take the matter up with the Chief within thirty (30) days after the alleged occurrence of the event which forms the basis for such grievance, with the Chairman of the Grievance Committee being present or absent at the option of the employee. If the Chairman of the Grievance Committee can not be present, then another meeting between the employee and the Chief with the Chairman of the Grievance Committee shall take place to try to effect settlement. After the expiration of the thirty (30) day period, all rights to the grievance procedure shall be forfeited.
2. If Step #1 does not effect a settlement within 48 hours the grievance shall be reduced to writing by the Chairman of the Grievance Committee and a copy given to the Chief and International Representative. They, together with the Grievance Committee and the City Manager or his designated representative shall meet within fourteen (14) days after receipt of the written grievance at the City Hall and try to resolve the matter. Within seven (7) days after conclusion of this meeting the City Manager shall submit to the Union a written statement of the City's decision or position with respect to such grievance. Failure of either party to comply with any of the above outlined procedures in this Step, unless by mutual consent, shall constitute acceptance of the other party's position.
3. If Step #2 does not effect settlement, the party which initiated the grievance or grievances shall have the right to submit the matter to the Civil Service Board provided that said party shall give written notice to the other party of its intention within fourteen (14) days after receiving the letter provided for at the conclusion of Step #2. The Civil Service Board shall meet within fifteen (15) days after receiving notice and render an immediate decision in writing to the parties.
  - a. The Civil Service Board shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the grievance before them, but they shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.

4. If the decision or determination of the Civil Service Board in Step #3 is not satisfactory, the party which initiated the grievance or grievances shall have the right to submit the matter to arbitration. The request for an arbitrator may be submitted to the American Arbitration Association. Their rules shall be governing as to procedures.

The party that initiated the grievance or grievances may, with consent of the other party, elect to submit them to the Expedited Labor Arbitration Tribunal instead of utilizing the regular method above. If this is done, all other provisions shall still be applicable to the parties hereto.

- a. The Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of the Agreement insofar as it shall be necessary to the determination of the grievance before him, but he shall have no jurisdiction or authority to alter or amend in any way the provisions of this Agreement.

5. The cost of such arbitration shall be borne equally by the City and the Union and the decision of the Arbitrator shall be final and binding on both parties.

- E. In all steps of the grievance procedure described above, either the City or the Union shall have the right to specify that the aggrieved employee or his Supervisor or both, be called in to discuss the details of the grievance in the presence of the proper representatives of both the City and the Union.

#### ARTICLE X - WAGES

- A. Wage rates on the attached schedule (Schedule A) reflect an increase of forty (40¢) cents effective July 1, 1973 and forty (40¢) cents effective July 1, 1974.

1. Attached to and forming part of this Agreement is a list of Job Classifications and wage rates. (Schedule A)

| 2. | <u>Period No.</u> | <u>Period Covering</u> | <u>Shift Premium - 7/1/73</u> |
|----|-------------------|------------------------|-------------------------------|
|    | 1                 | 6 a. m. to 2 p. m.     | No premium                    |
|    | 2                 | 2 p. m. to 10 p. m.    | 10¢                           |
|    | 3                 | 10 p. m. to 6 a. m.    | 15¢                           |

In all cases, shift premium shall be paid on the basis of actual hours worked in each of the above periods; provided that, when an employee performs continuous work during more than one of the above periods, he shall receive shift premium for his total hours of continuous work based upon the shift premium applicable to the period in which the majority of such hours fall. (In case the hours of work fall equally in two (2) periods the higher premium shall be paid for all hours worked).

- B. The regular workweek shall be established by the City and shall not average less than forty (40) hours a week.
- C. It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the City shall set a temporary rate for same and put it into effect;--such rate being subject to review by the Union in the manner provided below.

At the time of putting such temporary rate into effect, the City will notify the Chairman of the Grievance Committee of its action. If the Union wishes to negotiate for a revision of such rate, it shall notify the City Manager within fifteen (15) days after notice from the City has been given. If, after a meeting of the parties, no agreement is reached, the Union may file a grievance within fifteen (15) days after such meeting; the basis of such grievance being the question of fairness of the rate to be established.

The rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the temporary rate was put into effect. If the Union fails to take the required action within the time limits specified above, the temporary rate established by the City shall become permanent and not subject to change for the remaining term of this Agreement. If at any time the Union feels that a new job has been created and has not been established and classified by the City, or that the duties of existing jobs have changed substantially, the Union may take this up pursuant to the grievance procedure.

- D. When any employee feels that the nature of his work entitles him to a change in his job classification, this matter shall be presented to the City through the regular grievance procedure.
- E. Payment of wages shall be made weekly on Friday.



## ARTICLE XI - LONGEVITY BENEFITS

Effective July 1, 1963 employees for the City of Alpena will receive longevity pay in accordance with the following rules and regulations:

All longevity pay determinations shall be based on six month periods, July 1 to December 31 and January 1 to June 30. References to "specific six month period" shall refer to either of these six month periods. All anniversaries shall be computed on the basis of the next July 1 or January 1 following the true anniversary.

1. 2% of base pay on completion of 8 consecutive years of service and 2% (making a total of 4%) of base pay on completion of 15 consecutive years of service.
2. Temporary or part-time employment shall not accumulate for longevity time.
3. Longevity payments will be received on approximately December 1 and June 1 of each year.
4. To qualify for the December 1 payment the necessary years must have been accumulated by the preceeding July 1. In case the employee leaves the service of the City prior to December 1 the payment shall be paid on the date of separation.
5. To qualify for the June 1 payment the necessary years must have been accumulated by the preceding January 1. In case the employee leaves the service of the City prior to June 1 the payment shall be paid of the date of separation.
6. An employee who voluntarily leaves the service of the City shall not be entitled to pro-rated longevity payments.
7. An employee who involuntarily leaves the service of the City shall be entitled to pro-rated longevity payments.
8. In the event that an employee leaves the employment of the City for his own convenience and at a subsequent time returns to employment by the City, such employee shall start as a new employee and shall not be entitled to any of the benefits granted by this ordinance for prior service.
9. Unpaid interruptions of employment accumulating to 22 8-hour work days in any specific six months period or 30 consecutive calendar days in any specific six months period shall void the longevity payment for that period.

The same rule shall comply in computing length of service to determine initial eligibility for longevity pay.

CASE I            Employee "X"

|                 |                   |
|-----------------|-------------------|
| October 1, 1955 | Started work      |
| October 1, 1963 | 8th Anniversary   |
| June 1, 1964    | first payment due |

CASE II           Employee "Y"

|              |                   |
|--------------|-------------------|
| May 1, 1953  | Started work      |
| May 1, 1961  | 8th Anniversary   |
| Dec. 1, 1963 | first payment due |

CASE III          Employee "Y"

|                      |  |
|----------------------|--|
| August & Sept., 1963 | 35 days unpaid leave (Rule 9)  |
| December 1, 1963     | first payment due  |
| June 1, 1964         | no payment due. In addition,<br>the specific six months period<br>from July 1 to December 30 of<br>1963 is stricken from accumulated<br>time toward 15 year longevity in-<br>crease. |

#### ARTICLE XII - FUNERAL LEAVE

The employee will be permitted, upon notifying his Department Head, to be absent from work without loss of pay from the occurrence of the death of the employee's immediate family as follows:

Up to 3 consecutive working days, in the unlimited discretion of the employee.

- Wife
- Child
- Father
- Mother
- Father-in-law
- Mother-in-law
- Sister or Brother
- Close relative living with him

Up to 1 working day

Brother-in-law  
Sister-in-law  
Grandparents  
Grandchildren

#### ARTICLE XIII - RETIREMENT PLAN

The present retirement system for the "Policemen and Firemen Members" shall continue and the City shall compute the pensions payable upon retirement at 2% of average final compensation (highest five (5) consecutive years out of the last ten (10) years) multiplied by the number of years of service.

#### ARTICLE XIV - INSURANCE

- A. The Comprehensive Blue Cross (MVF-1) Blue Shield Plan, D45NM, with Master Medical, (Option 4) including riders IMB-OB, ML, shall be in effect covering all employees and their dependents. Riders S-SD, F-FC shall be optional with the cost to be paid by the employee.
- B. The City shall continue in effect the present life insurance plan whereby employees are insured for \$10,000.00.
- C. The City will pay the full cost of all insurance.

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ARTICLE XV - OTHER CONDITIONS OF EMPLOYMENT

1. The following police uniforms and equipment will be furnished by the City of Alpena in alternate years and ordered by August 31 of each year.

a. Winter issue: - odd years

- 2 pair of trousers
- 4 long sleeve shirts
- 1 winter cap
- 1 winter jacket
- 1 reefer - as needed
- 1 fur hat - as needed
- Neckties - as needed

b. Summer issue - even years

- 2 pair of summer trousers
- 3 short sleeve shirts
- 1 summer cap
- 1 pair of coveralls - as needed
- 1 light summer jacket - as needed

c. Equipment - as needed

- 1 each police cap emblem
- 1 police badge
- 1 police revolver
- 1 revolver holster
- 1 Sam Browne belt
- 1 handcuff case
- 1 pair of handcuffs
- 1 cartridge case
- 1 police baton
- 1 police billet club
- 1 police whistle
- Ammunition as expended in line of duty
- 1 raincoat
- 1 police helmet
- Wire cage partitions and shotgun racks in Police Cars.

The uniforms and equipment remain the property of the City of Alpena and when any member of the police department is discharged, retires or resigns from the department, all articles furnished by the City shall be returned to the City subject to normal wear. This final pay will be withheld by the Finance Department until all such articles issued to him by the City have been returned.

2. Employees personal cars shall not be used for police duty except the school safety officer who shall be paid ten (10¢) cents per mile.
3. Whenever an employee is discharged or suspended the City shall immediately orally notify the Steward. The City shall also within 24 hours notify the Steward in writing with a copy to the International Representative.
4. In the event an employee or employees are selected by this Union or any labor organization with which this Union is affiliated to perform any task or attend any meeting or institutes which necessitates a leave of absence, he shall be granted such leave of absence without pay or loss of seniority providing it does not unduly impair the efficiency of the Police Department.
5. The City will provide a reasonable and adequate bulletin board to be used by the Union; provided however, that each notice or other matter to be posted shall have the approval of the Chief. Notwithstanding the above restrictions, the Union shall be permitted to post without approval, notices of Union meetings, Union elections and results of same, and Union recreational and social events.
6. The Union representatives may visit the department at reasonable times during working hours but shall not hinder or interfere with the progress of the work.
7. In the event that the International Union should affiliate with another labor organization before the termination of this Agreement, such other labor organization will then be recognized as the exclusive bargaining agency to the extent permitted by law. Any labor agreement then in effect shall continue in effect for the period of the Agreement stated herein.
8. Auxiliary Policemen shall only be used in emergency situations when regular Policemen are not available and additional help is required.
9. An employee with five (5) years or more of seniority may, for good cause, and with the approval of the Chief of Police, be granted a leave of absence without pay of not more than (30) thirty consecutive days. An employee absent on such leave who engages in other employment or who fails to report for work on or before the expiration, will be considered as having quit. Such leave shall not be granted in conjunction with the employees vacation period.

10. Supervised gunnery practice shall be given during working hours.
11. There shall be two men assigned in transporting prisoners.
12. Police officers shall be entitled to all expenses and all working time involved outside the City. This shall be interpreted to mean that an employee shall get paid for his regular shift and for all working hours exceeding such shift. The applicable overtime provisions of this agreement shall apply to all such hours. The determination of staying over night shall rest with the Chief of Police.
13. To be eligible for tuition and books from the City of Alpena, a person must:
  - a. Be a full time police officer of the Alpena Police Department enrolled in an undergraduate program of the Alpena Community College. The applicant's program of study shall lead to a degree or certificate directly related to law enforcement or in an area related to law enforcement.
  - b. Attend classes on duty hours only when necessary. Officers attending classes who are on duty will be replaced at the discretion of the Police Chief.
  - c. The City will reimburse the student police officer 100% for Textbooks and tuition for law enforcement courses or related law enforcement courses except that if the student does not complete the course he shall reimburse the City of Alpena 50% of the funds expended for textbooks and tuition.
  - d. Tuition and costs of textbooks will not be paid for correspondence courses taken from correspondence schools, institutes or associations whether they be public or private except that the above costs may be paid to those who are undertaking correspondence courses or extension courses administered in Institutions of Higher Education and for which college or university course credit is awarded. In these instances credit given for completing correspondence courses or extension courses must be creditable toward a degree or certificate as determined by the institution administering the correspondence or extension courses.
  - e. The City of Alpena will not incur any costs for textbooks and tuition when educational costs will be fully paid by someone other than the police student such as units of Federal or State Government or philanthropic organizations.
14. Court time and pay for court appearances is attached hereto as Schedule "B".

15. The City shall furnish the President of the Local and the International Representative with an official copy of any rules and regulations and/or any changes thereafter. The Union shall have recourse to the Grievance Procedure on the reasonableness of any such rules or regulations.
16. All monetary issues except insurance modifications to be retroactive to July 1, 1973, except as otherwise specifically provided for herein.

ARTICLE XVI - DURATION AND RENEWAL

The parties hereto agree to apply the provisions of this Agreement to all employees without regard to race, color, sex, religious creed or national origin.

This Agreement shall be binding upon the parties hereto, their successors and administrators. The terms of this Agreement shall become effective as of July 1, 1973 except as otherwise noted and continue until July 1, 1975. The Agreement shall then be automatically renewed for additional periods of one (1) year unless either party shall notify the other party at least one hundred twenty (120) days before the expiration date of its desire to change or terminate the Agreement. Both parties pledge themselves to meet within fifteen (15) days from the time of such notice for the purpose of negotiating any changes or renewal.

Dated at Alpena, Michigan this 17<sup>th</sup> day of December, 1973.

CITY OF ALPENA

By: James R. Burch  
James R. Burch

UNITED STEELWORKERS OF AMERICA,  
AFL-CIO-CLC

I. W. Abel  
I. W. Abel

John S. Johns  
John S. Johns

Walter J. Burke  
Walter J. Burke

Charles G. Younglove  
Charles G. Younglove

Robert W. Kurtz  
Robert W. Kurtz

Kenneth Bennett  
Kenneth Bennett

William Tremain  
William Tremain

Thos. S. Collins

SCHEDULE "A"

SENIORITY LIST - RATES OF PAY

| Classification  | Rate      |           | Name              | Dept.<br>Seniority | City-wide<br>Seniority |
|-----------------|-----------|-----------|-------------------|--------------------|------------------------|
|                 | 7/1/73    | 7/1/74    |                   |                    |                        |
| Sergeant        | 4.93      | 5.33      | Alfred Somers     | 7/23/56            | 7/23/56                |
|                 |           |           | Richard Ryther    | 11/1/53            | 11/1/53                |
|                 |           |           | Arthur Adrian     | 9/20/55            | 9/20/55                |
|                 |           |           | Walter Wagner     | 4/2/45             | 4/2/45                 |
| Safety Officer  | 4.78      | 5.18      | Russell Mainville | 1/18/51            | 1/18/51                |
| Patrolmen       | 4.37-4.68 | 4.77-5.08 | Fred Collins      | 5/10/45            | 5/10/45                |
|                 |           |           | Eugene Chapman    | 4/1/56             | 4/1/56                 |
|                 |           |           | Wesley Dorr       | 7/1/56             | 7/1/56                 |
|                 |           |           | Roger Anderson    | 2/14/62            | 2/14/62                |
|                 |           |           | Joseph Klemens    | 8/4/64             | 7/15/50                |
|                 |           |           | William Tremain   | 7/1/65             | 7/1/65                 |
|                 |           |           | Larry Byers       | 10/25/65           | 10/25/65               |
|                 |           |           | Raymond Skiba     | 9/28/66            | 9/28/66                |
|                 |           |           | Leo Filarski      | 12/28/66           | 12/28/66               |
|                 |           |           | Michael Robinette | 8/19/68            | 8/19/68                |
|                 |           |           | John Ludwiczak    | 10/28/68           | 10/28/68               |
|                 |           |           | Kenneth Bennett   | 3/16/70            | 3/16/70                |
|                 |           |           | Dale Bell         | 6/8/70             | 6/8/70                 |
| Thomas Mullaney | 6/29/70   | 6/29/70   |                   |                    |                        |

Patrolmen shall start at the base rate. After six (6) months of service they shall receive an additional ten (10¢) cents per hour increase. After another six (6) months they shall receive an additional fifteen (15¢) cents per hour increase. After three (3) years of service their hourly rate shall be the top of their wage rate range.

The Patrolman who takes care of the parking meters shall normally work Monday through Friday with Saturday and Sunday off.



SCHEDULE "B"

COURT TIME

As to Court time and pay for Court appearance(s), the officer shall make a final election when checking in (on time card) to note if money is to be received or he will bank compensated hours in exchange and substitution for direct payment for the Court appearance(s). This will be recorded on the time card and a separate record kept by the Chief of Police. Other conditions follows:

- a. The employee taking compensated time off would be charged against his banked compensated hours for the amount of pay necessary to be paid for his replacement. Example: If replacement employee was paid time and a half, the employee taking the compensated time off would be charged twelve (12) hours for the replacing employees eight (8) hours on duty.
- b. There would be no splitting of hours or half work days. In other words, officer would be required to take day at a time.
- c. This compensated time cannot be used for retirement purposes.
- d. The officer would receive no overtime qualification for compensated time off.
- e. The Chief would limit the number of Court days that can be taken.
- f. The number of men off for any given period would be controlled by the Police Chief.
- g. The requested time off would have to be made one (1) month in advance and subject to Chief's approval.
- h. If several officers request same day so that it cuts into manpower for the particular day, the man with the most seniority would have priority for such day subject to all of the above qualifications.