

AGREEMENT

BETWEEN

THE CITY OF HOUGHTON

and

THE HOUGHTON CITY EMPLOYEES'

POLICE DEPARTMENT CHAPTER OF LOCAL #226

AFFILIATED WITH MICHIGAN COUNCIL #25

AFSCME, AFL-CIO

July 1, 1980

to

June 30, 1983  
(midnight)

(Wage reopeners July 1, 1981,  
and July 1, 1982; 120-day  
reopener)

CITY OF HOUGHTON  
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HOUGHTON, CITY OF

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## AGREEMENT

This Agreement entered into on this first day of July, 1980 between the City of Houghton (hereinafter referred to as the "EMPLOYER") and Local #226, affiliated with the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 25, (hereinafter referred to as the "UNION").

NOTE: The headings used in the Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

### 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.

### 1. RECOGNITION (Employees Covered)

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

"All employees of the Police Department, excluding Chief of Police."

### 2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### 3. UNION SECURITY - AGENCY SHOP

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

uniformly charged for membership for the duration of this Agreement.

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

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

#### 4. DUES CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues 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 paragraph [d]), provided, that the said form shall be executed by the employee. The written authorization for Union 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 thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

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

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

(d) See attached.

#### 5. REPRESENTATION FEE CHECK-OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph [d]), provided, that the same form shall be executed by the 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

To: \_\_\_\_\_  
EMPLOYER

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

- [ ] An amount established by the Union as monthly dues.  
or
- [ ] An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_

By:

PLEASE PRINT

FIRST NAME															INITIAL	
LAST NAME																
STREET NUMBER					STREET NAME AND DIRECTION											
CITY										ZIP CODE						
AREA CODE			TELEPHONE													

\_\_\_\_\_  
SIGNATURE

EMPLOYER'S COPY



\_\_\_\_\_  
DATE

written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

(b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.

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

(d) See attached.

## 6. REMITTANCE OF DUES AND FEES

(a) When Deductions Begin

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

(b) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council 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.

## 7. UNION REPRESENTATION

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

## 8. STEWARDS AND ALTERNATE STEWARDS

Two - All other Departments (Two [2] persons).

(1) The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

## 9. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Local President and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and at least two (2) of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union. Conferences shall be held at times mutually agreeable to both parties.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

## 10. GRIEVANCE PROCEDURE. Time of Answers

The Employer will answer in writing any grievance presented to it in writing by the Union.

The grievance must be presented in writing by the Steward to the immediate supervisor within thirty (30) days after its occurrence in order to be a proper matter for the grievance procedure.

Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

### STEP 1

(a) If an employee feels he has a grievance, he shall discuss the grievance with the Steward.

(b) The Steward may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the Chief Steward to the immediate supervisor.

(d) The immediate supervisor shall answer the grievance within two (2) working days.

### STEP 2

(a) If the immediate supervisor's answer is not satisfactory, the grievance may be referred to the Local Unit Chairman, who may submit the grievance in writing to the supervisor within three (3) working days.



(b) The supervisor shall answer the grievance within three (3) working days.

### STEP 3

(a) If the supervisor's answer is not satisfactory, the Local Unit Chairman may submit his appeal on an agenda to the Employer. A meeting between at least two (2) representatives of the Union and at least two (2) representatives of the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) calendar days from the date the agenda is received by the Employer.

(b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

(c) The Local Unit Chairman or his representative shall be allowed time off his job without loss of time or pay, to investigate a grievance he is to discuss with the Employer.

### STEP 4

(a) it shall be determined by decision of an impartial chairman selected by the parties or in the event they cannot agree upon an impartial chairman within five (5) days, by an impartial chairman selected by the American Arbitration Association and not by majority vote of the Board.

(b) Any impartial chairman selected shall have only the functions set forth herein. The fees and approved expenses of an impartial chairman will be paid by the parties equally.

## 11. TIME OF APPEALS

(a) Any grievance not appealed from an answer at the first step of the grievance procedure to the second step and from the second step to the third step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

(b) A grievance may be withdrawn without prejudice and if so withdrawn, all 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 one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

## 12. WITHDRAWAL OF CASES

(a) After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.

(b) Finality of Decisions: There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

## 13. PAYMENT OF BACK PAY CLAIMS

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.

## 14. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

## 15. DISCHARGE AND DISCIPLINE

(a) Notice of Discharge or Discipline: The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the Steward in the department of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the department and the Employer will make available an area 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 discipline with the Employee and the Steward.

(c) Appeal of Discharge or Discipline: Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

(d) Use of Past Record: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire.

## 16. SENIORITY - Probationary Employees

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) days' probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period by accumulating ninety (90) days of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

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

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

## 17. SENIORITY LISTS

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

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up to date at all times and will provide the Local Union membership with up-to-date copies at least annually or upon request.

## 18. LOSS OF SENIORITY

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

(a) He quits.

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

(c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. 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 the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

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

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

19. SHIFT PREFERENCE

Shifts shall be on a rotating basis within the classification.

20. SENIORITY OF STEWARDS

Notwithstanding their position on the seniority list, Stewards shall in the event of a layoff of any type be continued at work as long as there is a job in the City which they can perform and shall be recalled to work in the event of a layoff on the first open job in the City which they can perform.

21. SENIORITY OF OFFICERS

Notwithstanding their position on the seniority list, the Unit Chairman, Unit Secretary and Chief Steward of the Local Union, shall in the event of a layoff only, be continued at work at all times, provided they can perform any of the work available.

22. SUPPLEMENTAL AGREEMENTS

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of fifteen (15) days following the conclusion of negotiations.

23. LAYOFF DEFINED

(a) The word "layoff" means a reduction in the working force due to a decrease of work and unpredictable economic problems.

(b) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off on a City basis. Seniority employees will be laid off according to seniority as defined in Sections 16 (c), 20 and 21. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for special conference, and if not resolved it shall then be subject to the final step of the grievance procedure (arbitration.).

(c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Local Unit Secretary shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

24. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Sections 16 (c),

20 and 21. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to notify the Employer within twenty-four (24) hours upon receipt of the notice of recall or report to work within ten (10) days of date of notice, he shall be considered a quit. Under exceptional reasons, an extension of this time limit will be at the discretion of the Employer.

## 25. TRANSFERS

(a) Transfer of Employees: If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) The Employer agrees that in any movement of work not covered above in Section 25 (a), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

(c) In the event of a vacancy or a newly-created position employees shall be given the opportunity to transfer on the basis of seniority. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the Police Office at least seven (7) calendar days prior to filling such vacancy or newly-created position.

## 26. PROMOTIONS

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirement for the position in a conspicuous place in the building. Employees interested shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job;
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's Chief Steward; in the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

(b) During the four (4) 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 Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

## 27. VETERANS

### (a) Reinstatement of Seniority Employees

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus thirty (30) days.

## 28. VETERANS LAW

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

## 29. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed one (1) year in order to attend school full time for job-related courses under applicable Federal laws and may be renewed for like reason.

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

## 30. LEAVE OF ABSENCE

Leaves of absence for reasonable periods will be granted if requested and granted in writing without loss of seniority for:

- (a) Maternity leave - one (1) year
- (b) Illness leave (physical) - one (1) year
- (c) Serving in an appointed position with the Council or International Union - two (2) years
- (d) Prolonged illness in immediate family - one (1) year

Such leave may be extended for like cause.

### 31. LEAVE FOR UNION BUSINESS

(a) Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

(b) A member of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed two (2) days off without loss of time or pay to attend such conferences and/or conventions. Any additional time will be without pay.

### 32. SICK LEAVE

(a) All members covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve (12) days per year, with one hundred twenty (120) days' accumulation. All unused sick leave will be paid to the employee upon his severance. Unused sick leave will be paid at the prevailing rate to the employee's beneficiary. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically. After four (4) days, a doctor's certificate is required as proof of sickness.

(b) Employees taking sick leave should call in to the Police Department at least one (1) hour before the start of their shift unless circumstances prevent them from doing so.

(c) Sick leave may be used by an employee due to illness or injury to his mother, father, son or daughter, wife or husband who resides in the same household as the employee, until other arrangements can be made. Every effort should be made by the employee to keep this use to a minimum.

### 33. FUNERAL LEAVE

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother,

father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, and grandparents. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from sick leave. The Police Unit Chairman, or his representative, shall be allowed one-half (1/2) funeral leave day in the event of a death of a member of the Union who is a member of the City, for the exclusive purpose of attending the funeral. In the event an employee must attend a funeral other than above, he may use sick leave up to eight (8) hours.

#### 34. LONGEVITY PAY

Increments are effective at one (1) year, five (5) years, and ten (10) years of continuous employment (See Appendix B).

#### 35. WORKING HOURS

(a) The regular full working day shall consist of eight (8) hours per day.

(b) Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the Employer. The rest period is intended to be a recess to be preceded by and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

#### 36. TIME AND ONE-HALF

Time and one-half will be paid as follows:

(a) For hours in excess of the regular work week.

(b) For all hours when called out to work other than the normal shift. Change in shift shall be considered change to normal shift is six (6) hours' notice is given.

(c) The regular work week for the Police Department is forty-four (44) hours, based over a fifty-two (52) week period.

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

#### 37. DOUBLE TIME

Double time will be paid for all hours worked on holidays that are defined in this Agreement, in addition to holiday pay.

#### 38. HOLIDAY PROVISIONS

(a) The paid holidays are designated as New Year's Day, the last three (3) hours of the employee's regular shift on Good Friday,



Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and 5:00 p.m. to 12:00 p.m. on Christmas Eve and New Year's Eve if employee is regularly scheduled to work.

(b) Easter Sunday will be considered a paid holiday only if the employee actually works on this day. The employee(s) working this day would receive double time.

### 39. VACATION (Eligibility)

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

- 5 regular working days after 1 year of service
- 11 regular working days after 2 years of service
- 12 regular working days after 3 years of service
- 13 regular working days after 4 years of service
- 17 regular working days after 5 years of service
- 18 regular working days after 8 years of service
- 19 regular working days after 9 years of service
- 20 regular working days after 10 years of service
- 21 regular working days after 11 years of service
- 22 regular working days after 12 years of service

(b) In the event of the death of an employee, his unused accrued vacation will be paid to his beneficiary. For the year that his death occurred, his vacation shall be pro-rated from his last anniversary date.

### 40. VACATION PERIOD

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficiency operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into periods of not less than two (2) days. Such scheduling does not drastically interfere with the operation.

(c) Vacations cannot be accumulated from one year to the next.

(d) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(e) A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is asked to work during his vacation, it is not compulsory.

(f) If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation. A doctor's certificate will be required.

#### 41. PAY ADVANCE

(a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation, if requested in advance two (2) weeks prior to that payday. The advance pay shall be for vacation days only.

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

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

#### 42. UNION BULLETIN BOARDS

(a) The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events
2. Notices of elections
3. Notices of results of elections
4. Notices of meetings

#### 43. RATES FOR NEW JOBS

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

#### 44. JURY DUTY

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay. This shall include appearance in court as a witness, but shall not include department business.

#### 45. HOSPITALIZATION MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross - Blue Shield, or equal coverage. This coverage shall be applied to all seniority employees. If any other unit employed by the City receives the Master Medical Coverage, so shall the members governed by this Agreement.

#### 46. WORKER'S COMPENSATION. On-the-Job Injury.

Each employee will be covered by the applicable Worker's Compensation Laws, and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his Worker's Compensation income, an amount to be deducted from employee's sick leave by the Employer sufficient to make up the difference between Worker's Compensation and his regular weekly income based on forty-four (44) hours.

#### 47. SUCCESSOR CLAUSE

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

#### 48. WORK INTERRUPTION

The parties to this Agreement mutually agree that the services performed by the employees covered by this Agreement are essential to the welfare of the Community. The Union therefore agrees that during the term of this contract there will be no interruptions of these services by strikes or sit-downs.

#### 49. PAST PRACTICE

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practice between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

50. The following Appendixes are incorporated and made a part of this Agreement:

Appendix A - Pensions and Life Insurance

Appendix B - Classifications and Rates

Appendix C - Uniform Allowance

51. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until midnight, June 30, 1983 and shall be reopened for negotiations on wages July 1, 1981 and July 1, 1982.

(a) If either party desires to modify or change this Agreement, it shall, one hundred and twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(b) Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 1034 N. Washington Avenue, Lansing, Michigan 48906; and if the Employer, addressed Houghton, Michigan 49931, or to any such address as the Union or the Employer may make available to each other.

52. EFFECTIVE DATE

This Agreement shall become effective July 1, 1980.

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

HOUGHTON POLICE DEPARTMENT  
EMPLOYEES' CHAPTER OF LOCAL #226,  
MICHIGAN COUNCIL #25, AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO:

CITY OF HOUGHTON:

David McGe

Mark J. Jernia

James H. Raffalli

[Signature]

Robert J. Raffaelli  
Council #25, AFSCME, AFL-CIO

APPENDIX A  
PENSIONS  
AND  
LIFE INSURANCE

1. Mandatory retirement at 65 which may be extended for one (1) year periods with physical examinations.

2. Retirement Plan: In addition, beginning July 1, 1972, the Employer shall contribute an amount of 3% of each employee's gross pay bi-weekly to be placed in a retirement fund, and effective July 1, 1980, the Employer's contribution shall be 4% of gross pay. The employee shall contribute an amount of 4% to be deducted from his bi-weekly paycheck to be placed in a retirement fund for employee in a financial institution in Houghton County. Any employee severing his employment with the City, with less than five (5) years' seniority, will receive only that amount, plus interest, that was contributed by the employee unless such severance is because of total disability or death, which in such event, he shall receive both the Employer contribution and his own, plus interest. Any employee with five (5) years or more of service shall be entitled to the full amount contributed by the Employer and himself, plus interest, upon severance-retirement, and in event of death, such amount will be paid to his estate. The Employer and the Union will set up a joint committee to administer said pension plan.

3. The Employer and the Union shall establish a Pension Committee to review the existing Pension Program and shall make recommendations for consideration on or before January 1, 1978.

LIFE INSURANCE

The Employer shall pay the full premium of \$10,000.00 term life insurance for all employees of the Police Department during the term of this contract.

APPENDIX B

CLASSIFICATIONS AND RATES

HOURLY PAY SCHEDULE - EFFECTIVE JULY 1, 1980

<u>Classification</u>	<u>Starting</u>	<u>After 1 Year</u>	<u>After 5 Years</u>	<u>After 10 Years</u>	<u>After 15 Years</u>	<u>After 20 Years</u>
Patrolman	\$6.06	\$6.30	\$6.55	\$6.81	\$7.08	\$7.36
Detective	6.51	6.77	7.04	7.32	7.61	7.91
Sergeant	6.75	7.02	7.30	7.59	7.89	8.20

INCENTIVE PAY FOR COLLEGE DEGREE

An additional 1% increase in pay for an Associate Degree from an accredited college.

An additional 1% increase in pay for a Bachelor's Degree from an accredited college.

An additional 1% increase in pay for a Master's Degree from an accredited college.

FOR THE UNION:

David M. Lige

James H. Raffalli

Robert J. Raffalli  
Council #25, AFSCME, AFL-CIO

FOR THE EMPLOYER:

Marty Jeyaraj  
Robert J. ...

## APPENDIX C

### UNIFORM ALLOWANCE

The Employer shall pay each employee a uniform allowance in the amount of \$340.00 for 1980, \$370.00 for 1981, and \$400.00 for 1982.

1. The uniforms purchased or repaired with this allowance will be repaired and purchased through the City.
2. Any patrolman not using all his allowance through the year will forfeit the remaining amount and start out the new year with \$340.00 for 1980, \$370.00 for 1981, and \$400.00 for 1982.
3. All uniforms and equipment furnished by the City will remain City property at all times, and upon the termination of employment with the City, all uniforms and equipment will be returned to the City.

## APPENDIX D

### The Detective:

1. Will work plain-clothed on various crimes as relates to the City of Houghton, such as auto theft, homicide, robbery, burglary, subversive activities, dope, shoplifting - coordinate investigations with other law enforcement agencies - gather evidence - prepare cases for court, except for those interim periods as directed by his supervisors.
2. All overtime will be taken off as compensatory time except for instances when the employee is specifically requested to work overtime by his supervisor.
3. Employee will be paid twelve cents (12¢) per mile, full compensation for the use of his personal car while on the job.
4. Employee will receive \$340.00 for 1980, \$370.00 for 1981 and \$400.00 for 1982, per annum, civilian clothing and/or uniform allowance. Payment to be made upon presentation of proof of purchase. All clothing purchases must be made from commercial businesses within the City of Houghton. All clothing damaged or destroyed while in the line of duty will be repaired or replaced at City expense.