

6/30/96

A G R E E M E N T

Between

VILLAGE OF NEWBERRY

-and-

**POLICE OFFICERS
LABOR COUNCIL**

Effective: July 1, 1993 to June 30, 1996

Newberry Village of

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AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 1993, between the Village of Newberry (hereinafter referred to as the "Employer") and Police Officers Labor Council (hereinafter referred to as the "Union").

NOTE: The headings and exhibits used in this agreement 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.

ARTICLE 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 full-time police officers and police sergeants of the Village of Newberry, but excluding all other employees of the Village."

ARTICLE 2. 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 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 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 the dues required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the date of their employment.

ARTICLE 3. 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 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 will be authorized, levied and certified in accordance with the constitution and by-laws of the local 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. The Union agrees to save harmless and indemnify the Village for any claim or cause of action arising from deductions made pursuant to these provisions.

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

(d) See attached for forms.

ARTICLE 4. 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 said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period thirty (30) days immediately prior to the 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 2 of this contract.

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

(d) See attached for form.

ARTICLE 5. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin.

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

(b) Remittance of Dues to Financial Officer.

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

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

ARTICLE 6. UNION REPRESENTATION.

(a) Stewards, Alternate Stewards.

The employees covered by this Agreement will be represented by one (1) steward.

1. The employer will be notified of the name of the alternate steward who would serve only in the absence of a regular steward.
2. The steward, during working hours, without loss of time or pay, may investigate and present grievances to the Employer in accordance with the grievance procedure.

(b) Union Bargaining Committee.

1. Employees covered by this Agreement will be represented in negotiations by one (1) negotiating committee member, and one (1) alternate member who shall act in the absence of a regular committee member.
2. Members of the bargaining committee shall be paid by the Employer for all hours spent in negotiations during employment hours.

ARTICLE 7. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the Union and the Employer or its designated representative upon the request of either party. Such meetings shall be between one (1) representative of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable times. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by representatives of the Fraternal Order of Police.

(b) The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 8. GRIEVANCE PROCEDURE.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

STEP 1: An employee who has a grievance must submit the grievance orally to the Chief of Police within five (5) regularly scheduled working days after the occurrence of the event upon which the grievance is based, or within five (5) regularly scheduled work days of when the employee should have reasonably known of the event. (Regular scheduled working days shall mean the Chief's regular scheduled days.) The Chief shall give the employee an oral answer to the grievance within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) after the grievance has been presented. If the matter has not been settled at this point, and is to be processed further, the grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee and two (2) copies thereof must be presented to the Chief within three (3) days regularly scheduled working days after the day upon which the employee received the oral answer from the Chief. The Chief shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Employer's copy of the grievance form and sign the same.

STEP 2. If the answer is not satisfactory to the Union, it shall be presented in writing by the employee's steward to the administrative assistant or his designee with five (5) working days after the Chief's answer is given the employee. The administrative assistant or his designee shall sign and date the steward's copy. The administrative assistant shall respond to the steward in writing within five (5) working days of receipt of the grievance.

STEP 3. If the answer at Step 2 is not satisfactory, and the Fraternal Order of Police wishes to carry it further, it shall, within thirty (30) calendar 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(s).

STEP 4. (a) If after the third step meeting, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the Michigan Employment Relations Commission, provided such submission is made within thirty (30) calendar days after the third step meeting. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as having been withdrawn by the Union and not subject to further grievance. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions set forth in this Agreement, establish any salary rate or plan, or rule on any provisions of the pension or insurance programs, but shall be limited solely to the interpretation and application of the specific provisions contained in this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this step of the grievance procedure. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees. The expenses and fees of the arbitrator and the Michigan Employment Relations Commission shall be shared equally by the Employer and the Union. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

(b) If a grievance which has not been settled at any step of the grievance procedure and is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union and shall not be subject to further grievance. If the grievance is not answered by the Employer within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step of the grievance procedure. It is understood and agreed that by mutual agreement between the Employer and the Union, any time limit herein specified may be extended.

ARTICLE 9. DISCHARGE AND SUSPENSION.

(a) Notice of Discharge or Suspension.

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

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

(c) Appeal of Discharge or Suspension.

Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure, provided said submission is made within five (5) calendar days after the discharge or suspension.

ARTICLE 10. SENIORITY. Probationary Employees.

(a) New employees hired in the unit shall be considered as probationary employees until they have actually worked two thousand eighty (2,080) hours. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from his last date of hire with the Village. There shall be no seniority among probationary employees and said probationary employees may be laid off or discharged in the sole discretion of the Employer without recourse to the grievance procedure.

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

(c) Seniority shall be on a department wide basis and there shall be no bidding or bumping between departments.

ARTICLE 11. SENIORITY LISTS.

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

(b) The seniority list on the date of this Agreement shall be by department and 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 list up to date at all times and will provide the Steward with up-to-date copies at his request.

ARTICLE 12. LOSS OF SENIORITY.

An Employee shall lose his seniority and his employment shall be terminated for the following reasons only:

- (a) He quits or retires.
- (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 during said three (3) day period of a justifiable reason for said absence. 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. In proper cases, exceptions may be made upon satisfactory proof being made to the Chief.
- (d) If he does not return to work when recalled from lay off as set forth in the recall procedure within three (3) working days of the date of receipt of notice of recall.
- (e) Fails to return to work immediately following an expiration of a sick leave or other leave or accepts employment with another employer while on leave of absence.
- (f) When an employee has been laid off for twenty-four (24) consecutive months.

ARTICLE 13. HOURS AND SHIFTS.

- (a) The normal work day shall consist of eight (8) hours and the normal work week shall average forty (40) hours.
- (b) Employees who are regularly scheduled for and work the second shift or third shift shall receive, in addition to their regular hourly rate, a twenty (\$.20) cent per hour shift premium for all hours actually worked on said second or third shift.
- (c) The normal shift hours shall be from 8:00 a.m. to 4:00 p.m. (the day shift) and from 4:00 p.m. to 12:00 p.m. (the second shift) and from 10:00 p.m. to 6:00 a.m. (the third shift), however, it is understood and agreed that the normal shift hours may be changed due to emergency situations, unusual conditions requiring

police coverage during non-shift hours and/or certain scheduled events requiring police coverage or additional police coverage. In addition, it is agreed that employees may be moved from one shift to another out of their normal rotation sequence to cover emergency situations, unusual conditions, or to cover for absent or vacationing employees.

ARTICLE 14. LAYOFF.

(a) When, in the judgment of the Employer, it becomes necessary to reduce the number of employees in the department, the Employer shall determine what rank classification is to be reduced and uncertified probationary employees within that rank classification shall be laid off first. Next, part time employees within the department rank classification being reduced will be laid off in order of their seniority, provided always that the remaining employees have the then present skills and ability to perform available work without trial or training. Thereafter, if it is necessary to further reduce the number of employees in a given rank classification, employees shall be removed on the basis of their department seniority provided always that the remaining employees have the then present skills and ability to perform available work without trial or training.

ARTICLE 15. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled to the department according to seniority, with the most senior employee in the rank classification on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within three (3) working days from the date of receipt of notice of recall, he shall be considered a quit.

ARTICLE 16. TRANSFERS.

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

(b) The Employer shall have the right to temporarily transfer employees within the bargaining unit, irrespective of their seniority status, from one rank classification to another to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The Employer shall also have the right to temporarily transfer employees with the bargaining unit, irrespective of their seniority status, to fill jobs or temporary vacancies and to take care of unusual conditions or situations which may arise. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred.

ARTICLE 17. JOB POSTINGS AND BIDDING PROCEDURES.

(a) Promotions within the bargaining unit will be made on the basis of written and oral proficiency tests. In order for an employee to compete for a promotion, he must have a minimum of three (3) years police experience. If there are less than two (2) employees who have less than three years police experience, then all officers who have completed their probationary period shall be allowed to compete.

(b) When an employee is awarded a job under this section, he shall be on a job probation and may be removed therefrom at any time he demonstrates that he is or will be unable to satisfactorily perform the requirements of the job during the first year of work in his new job classification. If so removed, the employee shall be returned to the last previous job classification he had permanently occupied prior to bidding.

ARTICLE 18. LEAVES OF ABSENCE.

(a) The re-employment rights of employees and probationary employees who enter the military service, will be in accordance with all applicable laws and regulations.

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

(c) An employee who, because of accident, illness or pregnancy is physically unable to report for work shall be given a leave of absence without pay for up to one (1) year provided he or she promptly notifies the Employer of the necessity therefor, and provided further that he or she supplies the Employer with a certification from a licensed physician of the necessity for the continuation of such absence when the same is requested by the Employer.

(d) Members of the Union selected to attend a function of the Union work shops, or seminars, shall be allowed time off without loss of time to attend. Such leave shall be restricted to no more than one (1) employee and for a maximum of three (3) days per year.

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

ARTICLE 19. UNION BULLETIN BOARDS.

The Employer will provide space for bulletin boards in each building which may be used by the Union for posting notices pertaining to Union business. The bulletin boards shall be built and paid for by the Union.

ARTICLE 20. RATES FOR NEW JOBS.

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

ARTICLE 21. JURY DUTY.

An Employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate and the daily jury fee paid by the court. If the employee reports for jury duty and is excused early, he or she must then report for work. In order to receive payment, an employee must give the Employer prior notice that he or she has been summoned for jury duty, and must

furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE 22. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classification in their departments. An up-to-date list showing overtime hours will be posted bi-weekly in a prominent place in each department. Whenever overtime is required the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize the overtime hours.

ARTICLE 23. WORKERS 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, an amount to be paid by the Employer to be sufficient to make up the difference between Worker's Compensation and his regular weekly take-home pay, up to six (6) months, with the understanding that subsequent payments will be made on the basis of earned sick time and/or vacation time.

(a) Insurance coverage shall be paid by the Village for the first six (6) months of any injury. After the six (6) month period, employees shall be required to provide their own insurance coverage.

ARTICLE 24. CALL IN.

When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not less than two (2) hours of pay at time and one-half his regular straight time hourly rate or actual time worked at time and one-half his regular straight time hourly rate, whichever is greater. This provision shall not apply to employees who are called prior to their normal starting time and continue to work their regular shift thereafter.

ARTICLE 25. SICK LEAVE.

(a) All employees covered by this Agreement shall accumulate one and one-twelfth (1-1/12th) sick leave days per month for each month the employee actually works one hundred twenty (120) hours, not to exceed thirteen (13) days per years, with unlimited maximum accumulation. Vacation hours shall be counted as hours worked for purposes of this section.

(b) One-half (fifty percent) of all accumulated, unused sick leave days will be paid upon severance of employment, and upon death of an employee all accumulated unused sick leave days (one hundred percent) will be paid at the prevailing rate to the employee's estate or beneficiary.

(c) It shall be the responsibility of the Employer to maintain the sick leave records, and it shall be the responsibility of the employee to verify the records and notify the Village if a discrepancy is noted. All employees shall be required to fill out sick leave forms supplied by the Employer after they have returned to work.

(d) Each department head will be responsible for approving sick leave and he may do so for only valid reasons, and after an employee informs him of his intention not to report for work. Unless the employee is hospitalized, he will be responsible for notifying the department head of his intended absence each day of his absence, even when such absences are consecutive.

(e) The department head responsible for approving sick leave may require a doctor's examination of the employee requesting sick leave. The Village will assume the cost of the examination. If the doctor judges the employee to be fit for duty, the employee will report for duty or be taken off sick leave. If an employee refuses to undergo examination, as herein provided, the employee will report for duty or be taken off sick leave and subject to discipline as provided in this Agreement.

ARTICLE 26. FUNERAL LEAVE.

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, step-parents, brother, sister, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with

pay, not to be deducted from sick leave. The Steward, or his representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral. Any amount above the allotted time an employee would take as vacation time or time off without pay. In the event of a death of a Village employee, all employees will be allowed one-half (1/2) day off with pay for the purpose of attending the funeral.

ARTICLE 27. TIME AND ONE-HALF AND DOUBLE TIME.

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

1. For all hours over eight (8) in one day.
2. For hours in excess of eighty (80) in a pay period.

However, there shall be no pyramiding of overtime, and therefore, an employee may not be paid under both 1 and 2 above.

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

ARTICLE 28. HOLIDAY PROVISIONS.

(a) The paid holidays are designated as:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	One-half day Christmas Eve
July 4th	Christmas Day
Labor Day	One-half day New Year's Eve

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

(b) To be eligible for holiday pay under this Article, an employee must be a regular bargaining unit employee as of the time the holiday occurs and must have worked the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the employee's absence on such day or days is due to (1) the fact that his or her absence on such day or days occurs during his or her regular scheduled vacation or (2) unless excused by the department head, and must not be on layoff status or on Workers Compensation leave or sick leave which began more than thirty (30) days prior to the given holiday(s) for which payment is requested.

ARTICLE 29. VACATION ELIGIBILITY.

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

Employees with zero (0) but less than two (2) years service shall earn one (1) day per month with a maximum of twelve (12) days per year. An employee with two but less than five years of continuous service shall earn 1.083 days of vacation per month with a maximum of 13 days per year. Employees with five (5) but less than 10 (10) years of service shall earn 1.25 days of vacation per month with a maximum of 15 days per year. Employees with ten (10) or more years of service shall earn 1.42 days of vacation per month with a maximum of 17 days per year. Employees with fifteen (15) or more years of service shall earn 1.5 days of vacation per month with a maximum of 18 days per year. Employees with twenty (20) or more years of service shall earn 1.66 days of vacation per month with a maximum of 20 days per year.

ARTICLE 30. VACATION PERIOD.

(a) Vacations will be granted at such times during the year which are mutually agreeable to the Employer and the employee.

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

(c) A vacation may not be waived by an employee and extra pay received for work during that period.

(d) In order to accumulate vacation for any given month as provided in Article 29, an employee must actually work ninety-six (96) hours in a given month. For purposes of vacation accumulation, vacation hours taken shall count as hours actually worked.

ARTICLE 31. PAY ADVANCE.

(a) If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation.

(b) If an employee is laid off or retired, or severs his employment, he will receive any earned 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.

ARTICLE 32. HOSPITALIZATION MEDICAL COVERAGE.

(a) The Employer agrees to pay ninety-five (95%) percent of the premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross-Blue Shield, Master Medical Option 4 with ML, IMB, OB and drug prescription riders (with \$2.00 deductible). This coverage shall be applied to all employees covered by the terms of this Agreement. Employees shall pay the remaining five (5%) percent of their premium for hospitalization medical coverage and shall have said five (5%) percent deducted from their pay checks.

(b) The Employer agrees to pay ninety-five (95%) percent of the premium for hospitalization medical coverage for the employee and his family during the employee's absence as a result of any on-the-job injury that results in and while receiving Workers' Compensation up to a maximum of six (6) months per compensable injury and for any other injury, illness or maternity for a period of six (6) months. After the six (6) months, provided the insurance company will allow, the employee may continue the coverage at the group rate provided they make payment to the Employer. During the six (6) month coverage period the employee shall pay his/her five (5%) percent of the premium directly to the Village.

(c) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family for all employees who retired prior to July 1, 1993, and who qualify for retirement pursuant to the Village Retirement System up to the age limit of sixty-five (65) years of age. The Employer shall provide the medicare supplement at age sixty-five (65) for employees who retired prior to July 1, 1993, under the Village Retirement Program. Employees who retire under the Village Retirement Program on or after July 1, 1993, the Employer shall pay ninety-five (95%) percent of their premium and the retiree shall pay the remaining five (5%) percent of the premium. The Employer shall provide said insurance for its retirees to age limit 65 years; thereafter, the Employer shall provide the Medicare supplement and pay ninety-five (95%) percent of the premium therefore and the employee shall pay five (5%) percent.

(d) The Employer agrees to pay ninety-five (95%) of the premium for hospitalization medical coverage for the employee and his family while the employee is laid off, not to exceed thirty (30) days, or in the event the employee becomes gainfully employed during said 30-day period. The employee shall pay the remaining five (5%) percent of the premium for hospitalization/medical coverage.

ARTICLE 33. LIFE INSURANCE COVERAGE.

(a) The Employer agrees to pay the full premium of term life insurance plan for each employee, face value of \$15,000, while employed or on retirement. Commencing on July 1, 1978, the Employer shall not be required to provide this insurance to employees on retirement past the age limit of sixty-five (65) years of age. Effective July 1, 1985, the Employer shall increase the life insurance coverage by \$5,000 for a total coverage of \$20,000.

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

ARTICLE 34. UNEMPLOYMENT COMPENSATION.

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE 35. SUPERVISORS WORKING.

Nothing contained in this Agreement shall be construed to, in any way, restrict or limit supervisory employees from performing bargaining unit work in the same manner and to the same extent as said supervisory employees performed such work prior to the execution of this Agreement. The Chief shall have the right to fill in for employees who are absent due to vacation or leaves of absence and/or to change shift schedules to cover shift due to vacation or leaves of absence.

ARTICLE 36. SUBCONTRACTING.

The Employer shall have the right to subcontract or secure auxiliary services to perform work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and

ability to perform such work during emergencies, or when such work, in the Employer's judgment, can be more economically performed by someone other than bargaining unit employees.

ARTICLE 37. EXCLUSIVE AGREEMENT.

No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understandings, arrangements and past practices heretofore existing.

ARTICLE 38. DURATION OF AGREEMENT.

THIS AGREEMENT shall become effective as of the 1st day of July, 1993, and shall remain in full force and effect until the 30th day of June, 1996, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

POLICE OFFICERS LABOR COUNCIL

VILLAGE OF NEWBERRY

Robert F. Cannon 8-9-93

Robert F. Cannon 8-31-93

Danell Mcclain 8-27-93

PENSIONS

The pension provisions now in effect for employees covered by this Agreement shall be continued. However, the Employer agrees to change the plan as of July 1, 1988, from the present C-1 Plan to the B-2 Plan. Effective July 1, 1987, the Employer shall add the FAC-3 feature to its pension coverage.

As of January 1, 1987, the Employer agrees to adopt, by resolution, the waiver of Section 47-f of Public Act 135, providing for no reduction in pension for those retirants less than 60, but at least 55 years of age, with twenty-five (25) years or more of credited service.

As of January 1, 1978, the amount of employee contributions to the pension plan should be reduced to three percent (3%), and the Village shall assume payment of any additionally required contributions. As of July 1, 1984, the Village will pay the employee contribution to the pension plan.

The Employer agrees that once each year it will supply the employees with a statement as to the amount of money the employees may have in their accumulated sums in the retirement system.

APPENDIX B

CLASSIFICATIONS AND RATES

<u>CLASSIFICATION</u>	<u>Rate as of</u> <u>July 1, 1993</u> <u>START</u> <u>1 YEAR</u>	<u>Rate as of</u> <u>July 1, 1994</u> <u>START</u> <u>1 YEAR</u>	<u>Rate as of</u> <u>July 1, 1995</u> <u>START</u> <u>1 YEAR</u>
Police Sergeant	11.69	12.13	12.57
Police Officer	10.94 11.47	11.38 11.91	11.82 12.35

APPENDIX C

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LONGEVITY

On December 1 of each year, or the nearest payroll period to December 1, the Employer shall pay to each employee who qualifies a longevity bonus based on the following schedule:

One (1) through four (4) years of service\$222.00
Five (5) through nine (9) years of service. . .	.\$274.00
Ten (10) through fourteen (14) years of service.\$326.00
Fifteen (15) through nineteen (19) years of service.....	.\$378.00
Twenty (20) years or more\$430.00

Years of service shall be determined by the employee's anniversary date of hire. An employee shall be paid for the year he/she is in on December 1 of each year, provided the employee has a minimum of six (6) months service with the Village.