

2871

6/30/96

A G R E E M E N T

Between the

VILLAGE OF ALMONT

and

LABOR COUNCIL OF POLICE

7-1-93 - 6-30-96

Almont, Village

JAC 507

Michigan State University
LABOR AND HUMAN RESOURCES
DEPARTMENT

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ARTICLE I

AGREEMENT

1.1: This agreement entered into on _____ between the Village of Almont (hereinafter referred to as the "EMPLOYER") and the Police Officers Labor Council (hereinafter referred to as the "UNION").

ARTICLE II

PURPOSE AND INTENT

2.1: 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.

2.2: 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.

2.3: 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 III

RECOGNITION

3.1: The Employer recognizes the Police Officers Labor Council as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all of its full time police sergeants and patrol officers and regularly scheduled part time officers, excluding, however; the Chief and all other employees of the Village, pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965, as amended.

ARTICLE IV

UNION SECURITY AND CHECK-OFF

4.1: Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

4.2: The Employer agrees to deduct from the wages of an employee, who is a member of the union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the Village, 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 Agreement unless revoked by written notice. The revocation notice must be given to both the Village and to the Union.

4.3: Any person employed with the Village and covered by this Agreement, who is not a member of the Association and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment pay to the Union a service fee as a contribution towards the administration of this agreement, in an amount equal to regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Village from the Union unless otherwise notified by the union in writing within said thirty (30) days and provided that the Union shall release the Village from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues of service fee in accordance with this agreement.

4.4: The Village agrees to deduct from the wages of any employee covered by this agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Village, provided that the said form shall be executed by the employee.

4.5: All Union membership dues and fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the Village to rely upon and to honor certification by the Director of Labor Services or his agent regarding the amounts to be deducted and legality of the adopting action specifying such amounts of Union Dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Director of Labor Council, Police Officers Labor Council, 667 E. Big Beaver, Suite 205 Troy, MI 48083-1413.

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

ARTICLE V

MANAGEMENT RIGHTS

5.1: The Union recognizes that the management of the operations of the Village, and its respective departments, is solely a responsibility of the Village, and the respective department heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the Village, or any of its elected or appointed officials, by the law and constitution of the State of Michigan or of the United States of America.

5.2: In addition to all such rights conferred by law, the Village and its representatives, reserve the right to manage its affairs efficiently and economically including, but not by way of limitation, the rights to determine the number and locations of buildings and work areas within buildings. The work to be customarily performed with the bargaining unit, the amount of supervision necessary, the methods of operation, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of tools, equipment and materials, the discontinuance of and services, material or methods of operation, the quantity and quality of service, the right to hire, to suspend or discharge for just cause, to assign, promote employees, to determine the amount of overtime, if any, to be worked in the event of emergency beyond the control of the Village, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish job classifications and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations, policy directives and general orders, subject to express provision of this Agreement as herein set forth.

ARTICLE VI

WORK SCHEDULES

6.1: Work schedules showing the employee's shifts, work days and hours shall be posted on all departmental bulletin boards at all times and the Union Steward will be notified of any changes in the posted schedules.

6.2: Shift Preference shall be determined by seniority. Full time employees will be permitted to select shifts every three months (90 days).

ARTICLE VII

LEAVE OF ABSENCE

7.1: Eligibility Requirements: Seniority employees (non-probationary) shall be eligible for leave of absence.

7.2: Application for Leave: Leaves of absence for periods not to exceed one (1) year may be granted. Request for a leave of absence must be presented in writing, stating the reason and length of time. Leaves up to one year may be granted without loss of seniority for:

1. Illness leave (physical or mental).
2. Prolonged illness in the immediate family.
3. Educational leave, if job related.
4. To serve in the military.

Such leave may be extended for like cause. All requests for leave and extension are subject to approval by the Chief of Police.

ARTICLE VIII

Sick Leave

- a. Full time employees will be credited with one (1) work day of sick leave credited for each completed full calendar month of service.
- b. Sick Leave shall not be taken by an employee at his discretion, but shall only be available for use by full time employees with an illness or injury over which the employee has no reasonable control. During the probation period, employees will accumulate sick leave, and can use sick leave only with the approval of the Police Chief.
- c. In order to receive compensation while on sick leave, the employee must notify his immediate supervisor or the duty officer at least one (1) hour prior to the time set for beginning his/her daily duties. In the event of an emergency the one (1) hour requirement may be excused, provided the employee provides written medical data to the

nature of the emergency.

d. The Village may require that employees provide specific and detailed medical data from the employee's doctor, and/or a personal affidavit stating the cause of the absence whenever sick leave exceeds three (3) consecutive days. Falsification of such evidence will be cause for discipline.

e. No sick leave may be taken until earned, however, the Village Manager may grant an exception to this requirement when he believes it is warranted by the circumstances.

f. Employees on leave of absence without pay shall not accumulate sick leave or vacation while on such leave.

g. The Village reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.

h. Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

i. Once earned thirty days (30) to a maximum of sixty days (60) shall be held on the books. One-half (1/2) of any unused sick days over thirty (30) to sixty (60) days (employee's request) will be paid to the employee at the end of each calendar year with the other one-half (1/2) erased from the books. An employee who retires under the Village Retirement System or resigns and gives two (2) weeks' notice, will be paid one-half (1/2) of all earned sick leave accumulated.

j. Employee shall be allowed one (1) paid personal day per year. Employees shall give a minimum of twenty-four (24) hour advance notice on use of personal day to the Village Manager.

k. Employees shall be allowed to use up to four (4) days of their twelve (12) sick days per year as personal days if approved by their Department Head, and/or the Village Manager. Additional sick days may be taken as personal days upon the approval of the Village Manager.

ARTICLE IX

9.1: Funeral and Emergency Leave:

a. An employee shall be granted a maximum of three (3) consecutive days leave with straight time pay due to death in the immediate family. The employee shall notify the department of the necessity of funeral leave immediately upon discovery that such leave is required.

b. The Chief may authorize up to three (3) days of emergency sick leave at straight time pay, for serious illness or injury in the employee's immediate family. Such use of emergency leave must be for unusual circumstances only. Such emergency leave will be deducted from regular sick leave bank.

c. The immediate family shall consist of parents, parents of spouse, spouse, brothers, sisters, brothers or sisters-in-law, grandparents, grandchildren and other close relatives as agreed upon by the parties.

ARTICLE X

LAY-OFF AND RECALL

10.1: If it is necessary to lay-off personnel the following procedure shall be followed:

10.2: Anyone to be laid off shall receive a written twenty (20) working days notice prior to any lay-off. The Union shall also receive twenty (20) working days notice of any pending lay-off.

10.3: In the event of pending lay-offs, the parties shall meet and discuss the manner in which the lay-offs will take place.

10.4: In the event of a lay-off, part-time employees will be laid-off prior to the lay-off of full-time employees. All lay-offs will be by inverse seniority.

10.5: Seniority shall be retained by any laid off employee for a period of one (1) year or for a period of months equal to the months worked on the department before being laid-off or whichever is less.

ARTICLE XI

SENIORITY

11.1: All new employees of the police department shall be regarded as probationary employees for the first 180 days of their employment. Upon completion of the probationary period, all regular full-time employees shall be granted seniority ranking from the date of hire as full-time, seniority as part-time is not counted.

a. Part-time employees that are promoted to full-time shall be regarded as probationary employees for the first ninety (90) days of their employment. Part-time employees that are promoted to full-time service will be allowed to bump back to part-time subject to the approval of the Village.

b. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article III of this agreement, except discharge and discipline for other than Union activity. Probationary employees cannot grieve on discharge.

11.2: Seniority shall be determined by the employee's length of service as a police officer while in the department. Time spent on authorized leaves, and time lost because of duty connected disability shall be included in total seniority. The re-employment rights of employees and probationary employees who are veterans will be limited by applicable laws

and regulations.

11.3: Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

11.4: The seniority list on the date of this Agreement will show the names and job titles of all employees of the Union entitled to seniority.

11.5: Loss of Seniority: An employee shall lose his seniority for the following reasons only:

- a. He resigns.
- b. He is discharged and the discharge is not reversed through the grievance procedure.
- c. He is absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and employment has been terminated. If the disposition is not satisfactory, the matter may be referred to the grievance procedure.
- d. If he does not return to work from sick leave and leaves of absence within three (3) regularly scheduled working days.

ARTICLE XII

SUPPLEMENTAL AGREEMENTS

12.1: All supplemental agreements shall be subject to the approval of the Employer and the Council and the Police Officers Labor Council. All such agreements shall be reduced to writing with all parties signing the agreement. It shall then be attached to the contract and made a part thereof.

ARTICLE XIII
ON THE JOB INJURY

13.1: The current Michigan Municipal League disability insurance now in effect will continue.

13.2: All present benefits except accruing vacation and sick leave shall be maintained while the employee is on injury leave.

ARTICLE XIV
PROMOTIONS

14.1: Promotions involving increased skill and higher rate of pay shall be made within the police department.

14.2: Promotions shall be based on competitive examination.

14.3: Employees must have one (1) full year of full-time experience in order to be eligible to take a promotional examination.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1: Grievance Procedure

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following matter:

15.2: Step 1:

Any employee having a grievance shall first take up the matter with the Chief of Police and his Union Steward if so desired by the employee. The Chief will attempt to adjust the matter and shall respond to the Steward or employee(s) within three (3) working days.

15.3: Step 2:

If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the Chief of Police, within three (3) days after, the Chief's oral response is due. The Chief of Police shall respond to the Union Steward within three (3) working days.

15.4: Step 3:

If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the Village Manager in writing three (3) days after the response of the Chief of Police is due. The Village Manager shall respond to the Union Steward, Representative or Grievance Committee (with a copy of the response to the Local Union Steward within three (3) working days).

15.5: Step 4: Mediation

If the grievance is still unsettled the parties shall proceed to mediation. A request shall be made in writing to the Michigan Employment Relations Commission by the Union and a meeting will be set with a state mediator, the Employer and the Union to discuss the matter. The mediator's decision or recommendation will not be binding upon the parties but will be considered before further action is taken on the matter.

15.6: Step 5: Arbitration

If the grievance is still unsettled, either party may within fifteen (15) days after the meeting with the mediator has taken place, by written notice to the other, request arbitration.

15.7: Both parties shall first meet in an effort to choose an arbitrator within ten (10) days. If both parties cannot agree on an arbitrator then the Union may file a written request to the Michigan Employment Relations Commission, the Federal Mediation and Consultations

Service, or the American Arbitration Association. The parties will be bound by the rules and selection procedures of the agency selected.

15.8: Expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The decision of the arbitrator shall be final and binding on both parties.

15.9: Grievance Committee

The employee selected by the Union to act as Union Representative shall be known as "Steward". The name of the employee selected shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee.

15.10: The Employer shall meet as required at a mutual convenient time, with the Union Grievance Committee. All Grievance Committee meetings shall be held at reasonable hours, on the Employer's premises, and without loss of pay.

15.11: The purpose of Grievance Committee meetings will be to adjust pending grievances, and to discuss with the Employer other issues which would improve the relationship between the parties.

15.12: The formula for determining the number of Union Stewards is intended to provide minimum Union Representation. There shall be a steward and alternate steward of the police department who shall represent the employees of the department.

15.13: Nothing in this section shall be construed so as to prevent a representative from the Police Officers Labor Council from handling grievances at any step in the procedure.

15.14: Processing Grievances During Working Hours:

The grievance committee members may investigate and process grievances during working hours without loss of pay. Unless warranted, the time for such investigations shall not exceed one (1) hour, and may be used at any time during working hours. The grievance committee members shall notify the Chief of Police, whenever possible, of his/her intent to utilize allotted time.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

16.1: Disciplinary Action

Discipline actions or measures shall include the following:

Oral Reprimand

Written Reprimand

Suspension

Discharge

16.2: Employer and Union mutually understand the principles of progressive discipline.

16.3: Discharge and/or discipline of any type will be for just cause and is subject to appeal through the grievance procedure.

16.4: Any and all disciplinary action or record thereof reversed through the grievance and/or arbitration procedure will be expunged from the employee's personnel files.

ARTICLE XVII

DISCRIMINATION

17.1: The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the

responsibility for applying this provision of the agreement.

17.2: All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

17.3: The employee agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer and any Employer representative against any employee's activity in an official capacity on behalf of the Union, or for any other cause.

17.4: The Union recognizes it's responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE XVIII

UNION BULLETIN BOARD

18.1: The Employer agrees to furnish and maintain one suitable Union board in a convenient location at the police station. The board shall be used to post notices pertaining to Union business and activity.

ARTICLE XIX

MAINTENANCE OF CONDITIONS

19.1: Wages, hours, and conditions of employment legally in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement. The Employer will make no unilateral reduction in wages, hours or changes in condition of employment as provided for in this agreement during the term of said agreement. No employee shall suffer a reduction in benefits provided herein.

19.2: It is recognized by both parties that the Employer reserves the right, at their discretion, to contract police services with another governmental unit instead of maintaining full-time officers in the department. During the term of this agreement, the Employer agrees to maintain a minimum five (5) man part-time police force. If the Employer exercises the option to contract police services, the Employer will provide weekend shift scheduling opportunities for part-time employees. In the event the employer contracts with an outside agency, the employer will insure that current full-time employees will be absorbed as employees of the contracting agency.

ARTICLE XX

WAGES

	7/01/93	7/01/94	7/01/95
Full-time Officers:			
Sergeant:	\$29,890.60	\$30,787.32	\$31,710.94
Patrolman, (Start):	\$ 10.96	\$ 11.29	\$ 11.63
Patrolman (After 1 Year):	\$28,479.63	\$29,334.02	\$30,214.04
Part-time Patrolman:	\$ 9.24	\$ 9.24	\$ 9.24

Shift Premium: The Village agrees to pay all officers a premium of \$0.20 per hour for afternoons and \$0.30 for midnights.

ARTICLE XXI

HOLIDAYS

21.1: The following holidays shall be recognized and observed as paid holidays:

- | | | |
|---------------------|------------------|------------------|
| New Year's Eve | Memorial Day | Thanksgiving Day |
| New Year's Day | Independence Day | Christmas Eve |
| Easter Sunday | Labor Day | Christmas Day |
| Good Friday 1/2 Day | | |

21.2: Employees shall be eligible for holiday pay under the following conditions:

21.3: An employee shall be eligible for holiday pay if he works his last scheduled day prior to the holiday and the next scheduled work day following the holiday, unless excused by the Chief or is on an authorized day off, vacation leave, sick leave, personal leave day, funeral or emergency leave day.

21.4: If a full-time employee is scheduled off on an authorized day off, vacation leave, or funeral leave on a holiday, he has the option to take a days pay or a day off scheduled upon the mutual agreement of the Chief of Police and the employee involved. If an employee is scheduled and works on a holiday, he will be paid at the rate of double-time and one-half for all hours worked on the holiday.

21.5: If an employee is scheduled to work on a holiday that would have been an authorized scheduled day off, he will receive another day off scheduled upon the mutual agreement of the Chief of Police and the employee involved, in addition to time and one-half for all hours worked during the holiday.

ARTICLE XXII

UNIFORM ALLOWANCE

22.1: If a full-time employee is required to wear a uniform, he shall receive a uniform allowance at the beginning of each fiscal year, in the amount of \$599.99, to be pro-rated to the last full month worked if the employee terminates employment or is terminated.

22.2: if a part-time officer is required to wear a uniform and works a minimum of one-hundred and four hours in a six month period, he/she shall receive a uniform allowance in the amount of \$50.00 to be paid at the end of each six (6) months worked.

ARTICLE XXIII

LIFE INSURANCE

23.1: The Employer shall provide life insurance to all full-time employee's in the face amount of Twenty Five Thousand Dollars (\$25,000.00), double indemnity, for all full-time employees as provided in the existing contract between the Employer and insurance carrier.

ARTICLE XXIV

FALSE ARREST INSURANCE

24.1: Employees covered by this agreement shall be provided by the Employer with a policy of false arrest and liability insurance, in the amount of \$2,000,000.00. The premiums for such insurance will be paid by the Village.

ARTICLE XXV

HOSPITALIZATION - SICKNESS/ACCIDENT INSURANCE

25.1: Hospitalization -

The Employer agrees to pay the full premium of BCBSM PPO Comprehensive Hospital, Semi-private, D45NM, FAE-RC, MVF1, ML TRUST15, Plus 15, RM, ASFP, Master Medical Option 1 \$100 Deduct (80-20), MMCPOV, \$5 PPO Drug Card, Dental RC/50/50-800.

ARTICLE XXVI

VACATION

26.1: Each regular full-time employee who has been in continuous service with the Village of Almont shall receive vacation in accordance with the schedule listed below:

1 to 3 years	10 working days	- 12
4 to 10 years	15 working days	- 17
11 years & over	20 working days	- 22

ARTICLE XXVII

OVERTIME AND COMPENSATORY TIME

27.1: Overtime and compensatory time will be awarded consistent with past practice.

ARTICLE XXVIII

RETIREMENT

28.1: The current plan now in effect is MERS C-1 (new) and F 55 (25 years).

ARTICLE XXIX

UNION RESPONSIBILITY

29.1: Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and Collectively, to perform all police duties to the very best of their ability.

29.2: The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents nor shall there be any concerted failure by them to report for duty, nor shall they be absent themselves from their work or abstain, in whole or in part, from the full, faithful and proper performance of all duties of their employment.

29.3: The Union further agrees that it shall not encourage any strikes, sit-downs, say-ins, slowdowns, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the police services.

ARTICLE XXX

HEALTH AND SAFETY

30.1: The Village will provide each employee with safety glasses and ear protectors when the employees are engaged in weaponry practice on the range.

30.2: The Village agrees to provide bullet resistant body vests for all officers. It is mutually agreed that the Village will retain ownership of all vests upon separation and all officers agree to wear the vests at all times when on duty. The Village will provide replacement vests every five years or at the manufacturers recommendation.

ARTICLE XXXI

EDUCATIONAL BENEFIT

31.1: The Village will pay the annual department fee for police educational programs at Flint Police Academy. The Chief of Police shall determine who may attend classes during an employee's scheduled shift.

31.2: Full-time employees shall be granted up to \$~~500~~^{750.00}.00 (per fiscal year) for successful completion of job related college courses for the purpose of payment of tuition for such courses.

ARTICLE XXXII

LONGEVITY

32.1: Full-time officers will be granted a longevity pay based on the following schedule and payable on the employees seniority date.

Longevity Pay Schedule:

5 Years = \$250.00

10 Years = \$500.00

15 Years = \$750.00

ARTICLE XXXIII

EMT PREMIUM

33.1: The Village agrees to pay all full-time officers an annual premium of \$250.00 for acquiring "Emergency Medical Technician" certification. Such premium to be paid annually on or about the first week in December. Proof of EMT Certification is required for payment.

ARTICLE XXXIV

TERMS OF AGREEMENT

It is agreed between the parties that this contract shall continue in full force and effect until June 30 96. If either party desires to modify this contract it shall give written notice within ninety (90) days of the expiration date of this Agreement and negotiations for a new contract shall commence thirty (30) days after that date.

In the event that the Village and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary and non economic items by the expiration date of this agreement, it will remain in effect until the issues are resolved by negotiation, mediation, or "Act 312" arbitration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 1st day of Sept, 1993.

FOR THE UNION

Richard A. Green

FOR THE EMPLOYER

SUPPLEMENTAL AGREEMENT

SECTION 1.0

The normal work week shall consist of 40 hours performed during a period beginning at 12.01 a.m. Friday and ending 168 hours thereafter. A pay period shall consist of 80 hours beginning at 12.01 a.m. Friday and ending 336 hours thereafter.

SECTION 1.1

The normal hours worked per year shall be two thousand eighty (2080) or two thousand eighty eight (2088) in a leap year.

SECTION 1.2

The normal work day for full-time officers shall consist of eight (8) consecutive hours. Individual work schedules, including the starting and quitting time. An officer may be required under emergency situations to change his/her shift at the discretion of the Chief of Police. Officers may exchange shifts by mutual agreement and with supervisory approval.

SECTION 1.3

The Village of Almont agrees to maintain a minimum staff of six (6) part-time police officers.

SECTION 1.4

If a scheduled shift should become open due to an illness or other unforeseen event, of the scheduled officer, then it shall be the responsibility of the officer on duty, to fill the vacant shift with a part-time officer. If, after a diligent, documented, canvas of part time officers fails to provide an officer to fill the vacant shift then the on duty officer will be required to work the vacant shift. All efforts shall be made in these instances to split the shift with the following shifts scheduled officer. The officers shall be compensated through the provisions of this agreement (appendix a).

SECTION 1.5

In emergency situations the Village of Almont reserves the right to require its officers to work overtime.

SECTION 1.6

Overtime assignments shall be made on a rotating basis and equalized. The administration has the responsibility to assign overtime in a fair and practicable manner. (consistent with appendix a)

SECTION 1.7

No overtime shall be assigned as a disciplinary action against any member of the bargaining unit.

SECTION 1.8

Officers subpoenaed or directed into court on matters involving work related activities, including Probate Court and official hearing, during off duty hours shall be compensated through the provisions (appendix a) of this agreement.

SECTION 1.9

Officers who are required to obtain complaints and warrants and validate complaints and sign warrants while off duty shall be compensated through the provision, (appendix a) of this agreement.

SECTION 2.0

Full time officers will not be responsible for filling open shifts, due to vacation, or extended sick leave. The administration shall schedule, part-time officers to fill vacant shifts due to vacation leave, extended sick leave and workmans compensation leave.

HOLIDAY

SECTION 3.0

A full time officer, working a holiday shall, receive eight (8) hours of compensatory time in lieu of a day off for each of the holidays listed in section 3.1.

SECTION 3.1

New Year's Day	Christmas Day
Memorial Day	Good Friday (4 hrs.)
Independence Day	December 24 (Christmas Eve)
Labor Day	December 31 (New Years Eve)
Thanksgiving Day	
Easter Sunday	

SALARY SCHEDULE

SECTION 4.0

The salary schedule shall be established in appendix "A".

SECTION 4.1

Premium pay for the afternoon shift shall be twenty (.20) cents. Midnights shall be thirty (.30) cents per hour.

APPENDIX A

SECTION 1.0

The Police Officers Labor Council, the police officers, of the Almont Police Department, and Village of Almont, in an effort to increase the standard of living for its officers, agree to the following:

Members of the bargaining unit, realizing the financial constraints of village government, agree to work on a salary schedule. This shall include allocating \$13,000 dollars of the presently approved, \$15,000 overtime budget, to be rolled into the salary of full time officers with the addition of a 3% per annum wage increase over the life of this contract.

SECTION 1.1

SALARY SCHEDULE DEFINED:

Full time officers on salary shall work for a yearly salary, set forth below with no overtime payments, for overtime or holidays worked, including, court time, overtime because of shift shortages, overtime worked on criminal complaints, training overtime, special functions, and emergencies. Excluding state funded grants for overtime such as the AISIS grant or any such similar state or federal law enforcement grant, which shall be paid by the contributor of said grant.

SECTION 1.2

Yearly salary schedule for full time officers.

Year 1993-94	\$28,479.63
1994-95	\$29,334.02
1995-96	\$30,214.04

SECTION 1.3

Hourly pay rates for part time employees shall remain consistent with the 1992-93 contract.

