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3/1/99

# LABOR AGREEMENT

REC'D  
APR - 3 1997  
VILLAGE OF  
KALKASKA, MI

03/01/97 TO 03/01/99

BETWEEN

POLICE OFFICERS  
LABOR COUNCIL

KALKASKA POLICE  
DEPARTMENT

VILLAGE OF  
KALKASKA

*Kalkaska Village*



#2.)

Section 13.0. **Holidays.** All Full time employees shall receive eight (8) hours pay at their regular hourly rate of pay, exclusive of all premiums, for each of the following holidays:

New Years Day, Memorial Day, One half (1/2) day for Good Friday, Independence Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the option of having the day before or the day after Christmas Day off - this option at the discretion of the Chief of Police, Presidents Day - the third (3rd) Monday in the month of February, **Veterans Day** and employee(s) individual Birthday.

Section 13.1. **Worked Holidays.** If an employee is required to work on any holiday, then such employee shall be paid at a rate of one and one half (1 1/2) times their regular hourly rate in addition to holiday pay **for the number of hours scheduled to work.** In effect, granting double time and one half (2 1/2) for hours worked on a holiday.

#3.)

Section 14.1. **Vacation Carry over.** Employees of the Kalkaska Police Department will be permitted to transfer up to forty (40) hours of vacation time to the following calendar year under extenuating circumstances and with approval of the Chief of Police.

#4.)

Section 17.0. **Health Benefits after Retirement.**

Employees fifty five (55) years of age or older that retire with at least **twenty (20)** years of service with the Village of Kalkaska shall receive existing health insurance to include, but not limited to, Blue Cross Master Medical or equivalent thereof, to be paid in full by the Village for life. Spouses **shall receive the same benefits for a period of three (3) years at the time employee starts receiving his/her retirement benefits, after that,** spouses may be added to existing health insurance of retiree at a special group family rate.

Section 17.1. **Early Retirement Health Benefits.** Employees that retire with the minimum amount of years required, as listed above and have not yet reached the age of fifty five (55) shall receive Health Insurance as listed in Section 17.0 for them and their spouses upon initiation of retirement benefits/ *AFTER age 55.*

Section 22.0. Pension Plan. All employees shall receive retirement benefits as outlined in "The report of an Actuarial Valuation of the Michigan Employees Retirement System". Effective March 1, 1991 it shall be upgraded to MERS B-4 Plan with F-55 (20) rider and with an FAC-3 for employees of the Kalkaska Police Department.

Section 22.0. Continued:

Effective 03-01-99 employees to receive the E-2 Rider (cost of Living benefit) added to current Pension Plan. This plan covers full time employees only.

#6.) **Buying Military Time.**

Section 22.1. **Military Time.** Employees of the Kalkaska Police Department have the option to buy up to four (4) years of military time toward their retirement at their cost, no cost to the Village of Kalkaska.

#### ADDITIONAL CHANGES

Sections 7.0 to 7.5. Grievance Procedure. Where ever the word Superintendent appears, replace with the word **Manager**.

Section 12.1 Overtime. Replace the word Superintendent with **Manager**.

Section 16.0. Christmas Bonus. Eliminate the wording for Christmas Bonus and replace this section (16.0) with **Longevity Pay schedule**.

Section 21.1. **Cleaning/Maintenance Allowance.** A cleaning/maintenance allowance of \$65.00 per month will be paid to each employee of this bargaining unit.

03/01/97 - 02/28/99

LABOR AGREEMENT BETWEEN

THE VILLAGE OF KALKASKA

AND

THE POLICE OFFICERS LABOR COUNCIL

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## AGREEMENT

This agreement made and entered into this 24th day of February, 1997 and effective the 1st day of March, 1997, by and between the Village of Kalkaska, hereafter referred to as the Employer, and the Police Officers Labor Council, hereafter referred to as the Labor Council.

Whereas the parties hereto recognize that an objective of this agreement is to fairly compensate and benefit the Kalkaska Village Employees, all of which are recognized as professional police personnel, trained and dedicated under the law to carry out a constitutional mandate crucial to the well-being of every village resident;

Whereas the parties agree that the purpose and intent of this agreement is to: (1) assure for the employees, as well as the parties hereto, a sound and mutually beneficial working and economical relationship, (2) provide an orderly and peaceful means of resolving any misunderstanding, and (3) set forth herein basic agreements concerning rates of pay, salary, hours of work and other work conditions.

Whereas the parties recognize the principles and responsibilities involved in the area of civil rights and in this agreement reaffirm their commitment not to discriminate because of race, creed, color, national origin, age, sex or number of dependents, and further, affirm their desire to adhere to fair work practices and good faith bargaining procedures.

It is hereby agreed by and between the parties hereto as follows:

### VILLAGE RIGHTS

Section 1.0. No discrimination. The Employer agrees not to discriminate against any employee because of his or her membership in the Labor Council.

### RECOGNITION

Section 2.0. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the employer hereby recognizes the Labor Council as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other working conditions for all employees employed by the Kalkaska Police Department in the following described unit:

ALL FULL-TIME POLICE OFFICERS AND SERGEANTS, EXCLUDING THE CHIEF OF POLICE.

Section 2.1. Full-time police officer means any officer regularly scheduled to work forty (40) hours a pay period.

## REPRESENTATION

Section 3.0. Stewards. The Employer recognizes the right of the Labor Council to designate a steward and alternate steward from the seniority list and unit described in this agreement. Once the steward or alternate is selected, their names will be submitted to the Employer for their information.

Section 3.1. Consultation. A non-employee Labor Council representative may consult with employees in assembly areas before the start of each work shift or after the end thereof. Before entering the assembly area, notification must be given to the Chief of Police or his designee.

Section 3.2. Collective Bargaining Committee. The Employer agrees to recognize not more than two (2) non-probationary employees covered by this agreement as a collective bargaining committee. Members of this negotiations. The Labor Council shall, in advance, furnish the names of the collective bargaining committee to the Employer in writing. The Employer and the Labor Council each have the right to have outside representatives present during negotiations.

## MANAGEMENT'S RIGHTS

Section 4.0. Management's Rights. The Village on it's own behalf and on the behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers right, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the Village of Kalkaska's Code and any modifications made thereto and any resolutions passed by the village elected officials. Further, all rights which ordinarily vest in and are exercised by the Employers except such as are specifically relinquished herein are reserved to and remain vested in the village, including, but not without limiting the generality of the forgoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any service, materials or methods of operation; (b) to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased; (c) to subcontract or purchase any or all work processes or services, or the construction of new facilities or improvement of existing facilities; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease it's size; (f) to hire, assign and lay off employees, to reduce the work week or work day or effect reductions in work week or work day; (g) to permit municipal employees other than police department employees to perform bargaining unit work when, in the opinion of management, this is necessary for conduct of municipal services and is determined to be an emergency; (h) to direct the work force, assign work, and determine the number of employees assigned to operations;

## MANAGEMENT'S RIGHTS (CONTINUED)

Section 4.0. (i) to establish, change, combine or discontinue job classifications and to prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification; (j) to determine lunch and rest periods and clean up times, starting and quitting times, and the number of hours to be worked; (k) to establish work schedules; (l) to discipline and discharge employees for just cause; (m) to adopt, revise and enforce work rules and carry out costs and general improvement programs, provided, however, that no rule or regulation shall be adopted hereafter without prior notice to the Labor Council with its reasonableness being subject to the grievance procedure; (n) to transfer, promote, and demote employees from one classification, department or shift to another; (o) to select employees for promotion and transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

The Employer agrees to allow all employees covered by this agreement to accept employment in other or unrelated outside jobs so long as such additional employment does not, in any way, conflict with the employees responsibilities owed to the Employer as professional police personnel.

### SPECIAL CONFERENCE

Section 5.0. Special Conference Procedure. The Employer and the Labor Council agree to meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to the matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations, nor to in any way modify, add to or detract from, the provisions of this agreement.

### DISCIPLINARY ACTION

Section 6.0. Responsibility. Discipline is primarily the responsibility of the Chief of Police.

Section 6.1. Charges and Specifications. The charges and specifications resulting in the discipline or discharge shall be reduced to writing by the Chief of Police and copies shall be furnished to the Labor Council and to the member against whom the charges are being brought.

Section 6.2. Specific Section. Such charges and specifications shall cite the specific sections of rules and/or regulations or appropriate law, or ordinance which member has alleged to have violated.



Section 6.3. Representation. A member against whom the charges have been made may be represented in the grievance procedure by a steward or Labor Council representative or an attorney.

Section 6.4. If an employee who is disciplined fails to file a grievance within the time specified in the grievance procedure, or if, upon hearing of the grievance, he or she is found to have been properly disciplined, then his or her discipline shall be absolute as of the date of his or her discipline.

Section 6.5. Settlement. If it is found that the employee should not have been disciplined, or that the penalty assessed him or her was too severe, then the employees grievance shall be settled as shall be determined by the Employer and the Labor Council, and the employees payroll personnel records shall be adjusted accordingly. If the employee is compensated for all back wages due to suspension, such wages shall be based on the regular base pay and not include overtime.

Section 6.6. Just Cause. All disciplinary action will be based on just cause and proof of same. Probationary employees shall not be entitled to the benefits and procedures herein provided in case of disciplinary action.

Section 6.7. Progressive Discipline. The Labor Council acknowledges that progressive discipline need not be utilized for major infractions. A "major infraction" shall be defined as the violation of any department rule which carries a penalty of suspension or discharge for first offense violation.

## **GRIEVANCE PROCEDURE**

Section 7.0. Grievance Defined. For the purpose of this agreement, "grievance" shall mean a dispute between the Employer and the Labor Council or between the Employer and employee(s) with respect to rates of pay, wages, hours of employment or other terms or conditions of employment and/or the interpretation, application, claim, breach or violation of this agreement and/or the rules and regulations of the Kalkaska Police Department and/or Village of Kalkaska.

Section 7.1. Procedure. Step 1. The Labor Council or aggrieved employee shall submit the grievance orally to the Chief of Police within seven (7) calendar days after the grievance might reasonably become known to exist. In the event the grievance is not satisfactorily settled at this point, it shall become a bona-fide grievance and the procedure hereinafter set forth shall apply.

The grievance shall be submitted in writing in triplicate and shall state the facts upon which it is based, when the facts occurred, the remedy desired and the section or sections of this agreement which allegedly have been violated. The grievance shall be submitted to the Chief of Police within seventy-two (72) hours of receiving an answer to the oral

Section 7.1/Step 1 Continued:

complaint; thereafter, the Chief of Police shall give a written answer to the Labor Council within seventy-two (72) hours of receiving the said written grievance. The seventy-two (72) hour period within which the Chief of Police is to provide a written answer commences only (a) if the Chief of Police is on duty when grievance is submitted; or (b) immediately upon the return to duty by the Chief of Police after grievance is submitted.

Step 2. If the written answer of the Chief of Police in Step 1 is unsatisfactory the grievant shall, within five (5) working days of receipt of said answer submit the grievance to the Village Manager; all previous documents shall be included with the grievance so submitted along with a statement in writing explaining why the answer in Step 1 was unsatisfactory. The Village Manager shall respond to the grievance in writing within five (5) working days from the date of receipt of the grievance, unless Village Council action is required and in that case the answer shall be given within three (3) days after the next regular Village Council Meeting.

Section 7.2. Arbitration. If the disposition rendered by the Village Manager in Step 2 is unsatisfactory, the Labor Council may elect to take the grievance to Arbitration. If the Labor Council does not do so in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition in Step 2, and the facts forming the subject matter of the grievance shall not be resubmitted to the grievance procedure. If the Labor Council wishes to appeal the denial of the grievance in Step 2, the Labor Council shall, within thirty (30) calendar days after the date of disposition in Step 2, notify the employer in writing that it elects to take the matter to arbitration.

In the event the Employer and the Labor Council are unable to agree on an impartial Arbitrator, the Arbitrator shall be selected from a list provided by the Michigan Employment Relations Commission. A list of five (5) Arbitrators will be requested with each party having the right to strike two (2) names alternately, the Labor Council striking first. The Arbitrator remaining on the list shall serve as the independent Arbitrator. The decision of the Arbitrator will be final and binding upon the parties.

The Employer, the Labor Council and the Arbitrator shall be subject to the following which shall control if there be conflict with the rules of the American Arbitration Association:

- (a) Each party shall furnish to the Arbitrator and to the other party whatever facts or material the Arbitrator may require.
- (b) The Arbitrator's charges for services and expenses shall be shared and borne equally by the parties.

Section 7.3. General Provisions. Time limits at any step of the grievance procedure may be extended by mutual agreement of all parties involved. In the event a grievant does not appeal a grievance from one step to another within the time limit provided, the grievance shall be considered settled on the basis of the last answer given. Failure of the Employer to respond to a grievance at any stage within the time limits provided, shall be considered a denial of the grievance and it may be processed to the next step including arbitration.

Section 7.4. Settlement. The grievance procedure shall stop at any point when the parties involved reach a satisfactory solution to the grievance. This resolution shall be reduced to writing in triplicate with one (1) copy to each of the following: (a) the Chief of Police, (b) the aggrieved employee and (c) the Police Officers Labor Council. The final answer shall be signed by all parties involved or their duly authorized representative(s).

Section 7.5. Grievance Procedure Intent. It is the intent of the parties hereto that the procedure set forth herein shall serve as means for the peaceful settlement of all disputes that may arise between the Employer and any of its employees or the Police Officers Labor Council. There shall be no interruption of the operations by the Employer or by the Police Officers Labor Council or by any employee.

## **SENIORITY**

Section 8.0. Definition. Departmental seniority shall be defined as the length of an employee's continuous service with the Kalkaska Police Department since the employee's last date of hire. Classification seniority shall be defined as the length an employee's continuous service in his or hers current classification commencing with the last date of hire in that classification. An employee's last date of hire shall be the most recent date upon which he first commenced work. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of the surnames.

Section 8.1. Probationary Period. When a new employee is hired in the unit, he/she may be considered a probationary employee for the first twelve (12) months of service.

Section 8.2. Seniority Accrual. Notwithstanding the provisions herein relative to probationary employees, all employees shall accrue seniority from their last date of hire. Employees assigned to region or area law enforcement positions will retain seniority in this unit.

Section 8.3. Seniority List. The Employer shall maintain a roster of employees, arranged according to seniority, showing name, position, classification and seniority date and shall furnish a copy to the Police Officers Labor Council the first month of each year or as soon thereafter as is practicable.

Section 8.4. Loss of Seniority. An employee shall lose his/her seniority if:

- a. He/she resigns or quits
- b. He/she is discharged or terminated from work and such discharge or termination is not reversed in the grievance procedure herein.
- c. He/she retires.
- d. He/she has been laid off for lack of work or lack of funds for a period equal to his/her seniority at the time of his/her layoff or three (3) years, whichever is lesser, or;
- e. He/she is absent from work including failure to return at the expiration of leave absence, vacation or disciplinary layoff for three (3) consecutive working days without written notice given the Employer or his/her designee, coupled with the Employer's written permission.

Section 8.5. Military Leave. The Employer and the Police Officers Labor Council agree that time spent in the armed forces on military leave of absence, other authorized leaves and time lost because of duty connected disability, shall be included in the determination of seniority. Newly commissioned employees shall accrue seniority upon completion of their probationary period. Said seniority shall date from original date of commencement of the employee's original commission. Further, in the event that an employee is subsequently reinstated to his/her position, his/her seniority shall be maintained from the original date of commencement of the employee's original commission.

## **RESIDENCY**

Section 9.0 All employees subject to this bargaining agreement shall maintain their place of residence within the Township of Kalkaska, County of Kalkaska.

Section 9.1. All new employees who are not residents of the Township of Kalkaska, County of Kalkaska at the time they are hired must take up residence within the Township of Kalkaska, County of Kalkaska within ninety (90) days of their date of hire. Additional thirty (30) day extensions of this time may be granted if, in judgment of the Chief of Police, circumstances necessitate such extensions. Such extensions must be applied for and granted in writing. In no case shall more than three (3) such thirty (30) day extensions be granted.

## WAGES

Section 10.0. The following wages shall be paid to employees of this bargaining unit according to their respective time in the classification;

### PATROLMAN:

Time in Classification:	Hourly Rate effective 03/01/97:	
	03/01/97	03/01/98
0 months - 6 months	\$11.42	\$11.76
6 months - 12 months	\$11.89	\$12.25
12 months - 18 months	\$12.35	\$12.72
18 months - 24 months	\$12.79	\$13.17
24 months - 30 months	\$13.26	\$13.66
30 months - 36 months	\$13.71	\$14.12
Over 36 months	\$14.16	\$14.58
SERGEANT(S)	\$16.10	\$16.58

Section 10.1. Shift Differential. Twenty-five cents (.25) per hour additional will be paid to Patrolman and Sergeants for hours worked between 8:00 P.M. and 8:00 A.M., to be paid weekly.

## INSURANCE COVERAGE

Section 11.0. Hospitalization Insurance. The Village of Kalkaska agrees to fully pay the hospitalization for family coverage with \$2.00 prescription rider, master medical and no deductible for x-rays. Eye glasses for employee only will be offered for hourly, salaried and appointed employees beginning April 1, 1981. Blue Cross Dental program #3 for family coverage will be provided beginning March 1, 1984.

Section 11.1. Master Medical Insurance is to be furnished and paid for by the Village of Kalkaska at the present policy level coverage.

Section 11.2. Cancer Insurance group F03357 shall be furnished and paid for by the Village of Kalkaska in the following amounts: \$3.00 for single coverage and \$5.00 for family coverage. NOTE: The Village of Kalkaska can no longer purchase cancer insurance for new employees. This section of the contract will not apply to new employees hired after 1983.

Section 11.3. Life Insurance. Life insurance in the amount of \$20,000.00 coverage including Accidental Death and Dismemberment clauses per employee, \$5,000.00 on spouse and \$2,000.00 on all children under the age of nineteen (19) years will be paid in full by the Village of Kalkaska.

## HOURS AND RATES OF PAY

Section 12.0. Work Day and Work Week. A regular work day for full time employees of the Kalkaska Police Department shall consist of eight (8) or ten (10) working hours. A regular work week shall consist of forty (40) hours scheduled in either five (5) or four (4) work days based on whether an employee is scheduled for eight (8) or ten (10) hour work day.

Section 12.1. Overtime. All hours worked in excess of the regular scheduled shift hours shall be considered as overtime. Overtime shall be prior approved by the Chief of Police or in his absence by the Village Manager or in his absence by the Village President. In any event, the Chief of Police is limited to approving a maximum number of hours equal to a regularly scheduled work day per week per employee. Any overtime in excess of this amount must be approved by the Village Manager. Payment for overtime shall be computed at one and one half (1 1/2) times the regular rate of pay.

Section 12.2. Scheduling. No employee shall be laid off nor shall an employee be scheduled off or have their regularly scheduled day off changed for the sole purpose of avoiding overtime payment. Whenever possible, the Employer shall assign overtime work to those employees whose normal duties would include the duties for which overtime is to be worked and paid. The Chief of Police or his designated representative shall keep an overtime roster and overtime will be divided as equally as possible among the available employees. The roster will include overtime worked as well as overtime work offered and refused. An employee on vacation will not be charged with overtime refusal while on vacation or on his/her days off immediately preceding or following such vacation.

Section 12.3. All regular and temporary hourly paid employees shall keep a time card. Said time card to be filled out daily.

Section 12.4. Court Time, Police Training and Departmental Meetings. Employees subpoenaed into court, including official hearings during off duty hours, employees called in for police training and/or departmental meetings shall receive a minimum payment of three (3) hours pay at their regular hourly rate of pay. Employees shall not be so compensated for union activities.

Section 12.5. Call in Pay. All employees covered by this agreement who are called in to duty for work in addition to their regular daily shift and/or scheduled forty (40) hour work week, shall be compensated for a minimum of three (3) hours pay computed at one and one half (1 1/2) times their regular hourly rate of pay.

Section 12.6. Education. Members of this bargaining unit may use up to three (3) working days per year, with pay, to attend seminars, schools etc. for the purpose of furthering their education in job related fields. Each individual request will be reviewed and authorized by the Chief of Police.

## HOLIDAYS

Section 13.0. Holidays. All full time employees shall receive eight (8) hours pay at their regular hourly rate of pay, exclusive of all premiums, for each of the following holidays:

New Years Day, Memorial Day, One half (1/2) day for Good Friday, Independence Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the option of having the day before or the day after Christmas Day off-this option at the discretion of the Chief of Police, Presidents Day-the third (3rd) Monday in the Month of February, Veterans Day and employees individual Birthday.

Section 13.1. Worked Holidays. If an employee is required to work on any holiday, then such employee shall be paid at a rate of one and one half (1 1/2) times their regular hourly rate in addition to holiday pay for the number of hours scheduled to work. In effect, granting double time and a half (2 1/2) for hours worked on a holiday.

## VACATIONS

Section 14.0. Vacations. All regular employees shall be allowed a vacation each year (vacation approved by Employer in advance), to be computed on the following basis: After twelve (12) months of steady employment, each employee will be allowed five (5) days and/or forty (40) hours paid vacation. After three (3) years of employment, ten (10) days and/or eighty (80) hours paid vacation. After five (5) years of employment fifteen (15) days and/or one hundred twenty (120) hours paid vacation. After ten (10) years of employment employees shall receive twenty (20) days and/or one hundred sixty (160) hours paid vacation per year. Probationary officers will be eligible at the end of six (6) months of completed service for two and one half (2 1/2) of their first five (5) vacation days and/or twenty (20) hours of their vacation hours. Vacation days/hours must be taken each year except when Section 14.1 pertains.

Section 14.1. Vacation Carry Over. Employees of the Kalkaska Police Department will be permitted to transfer up to forty (40) hours of vacation time to the following calander year under extenuating circumstances and with the approval of the Chief of Police.

## **SICK LEAVE**

Section 15.0. Sick Leave. All full time employees are to receive one (1) day sick leave per month with accumulation up to seventy two (72) days. Anything over seventy two (72) days, employee is to be paid one half (1/2) of said days, payable once a year. Upon termination, employee is to be paid for accumulated amount up to seventy two (72) days at his/her current rate of pay. Anything over seventy two (72) days accumulated upon termination will be paid to employee one half (1/2) said days.

## **LONGEVITY PAY**

Section 16.0. Longevity Pay. Employees of the Kalkaska Police Department shall receive Longevity. Longevity Pay will be paid only on employee's anniversary date after reaching the required number of years of continuous service as indicated below:

- After five (5) years of continuous service - \$300.00
- After ten (10) years of continuous service - \$400.00
- After fifteen (15) years of continuous service - \$500.00
- After twenty (20) years of continuous service - \$600.00
- After twenty five (25) years of continuous service - \$750.00

## **HEALTH INSURANCE AFTER RETIREMENT**

Section 17.0. Health Insurance After Retirement. Employees fifty five (55) years of age or older that retire with at least twenty (20) years of service with the Village of Kalkaska shall receive existing health insurance to include, but not limited to, Blue Cross Master Medical or equivalent thereof, to be paid in full by the Village of Kalkaska for life. Spouses shall receive the same benefits for a period of three (3) years at the time employee starts receiving his/her retirement benefits, after that, spouses may be added to existing health insurance of retiree at a special group rate.

Section 17.1. Early Retirement/Health Benefits. Employees that retire with the minimum amount of years required, as listed above and have not yet reached the age of fifty five (55) shall receive health insurance as listed in Section 17.0 for them and their spouses upon initiation of retirement benefits at age fifty five (55).

## **UNION DUES**

Section 18.0. Union dues will be payable through payroll deduction.



## FUNERAL DAYS

Section 19.0. Funeral Days. In the case of a death in the immediate family, three (3) days of funeral time will be allowed an employee. Two (2) additional days will be allowed an employee if the responsibility of the funeral arrangements lies directly on him/her. One (1) day of funeral time will be allowed for the following: Grandparents, Aunts, Uncles, Cousins, and in-laws of the employees. Immediate family is defined as: Father, Mother, Father in law, Mother in law, Sister, Brother, Child, Wife or Husband.

Section 19.1. Employees may go to in town funerals for other police officers for time of funeral and services at the cemetery only. Employees may attend out of town funerals for other police officers at the discretion of the Chief of Police.

## LAYOFF AND RECALL

Section 20.0 Definition. Layoff shall mean a separation of employees from active work force due to lack of work or funds.

Section 20.1. Order of Layoff.

- (a) No permanent or probationary employee shall be laid off from his/her position while any temporary or provisional employees are serving in the same position, class and department.
- (b) Except as provided below, layoff of probationary or permanent employees in the police department shall be in inverse order of seniority.

Section 20.2. Recall. In the event laid off employees are recalled, they shall be recalled in the inverse order of layoff.

## UNIFORMS

Section 21.0. Uniforms. An initial issue consisting of three (3) short sleeve shirts, three (3) long sleeve shirts, three (3) pair of summer pants, three (3) pair of winter pants, three (3) uniform ties, one (1) summer jacket, one (1) winter coat, one (1) summer hat and one (1) winter hat will be made. The Village reserves the right at the time of hire with remainder of the issue being made as the weather determines.

An initial issue of leather goods consisting of a complete set of leather (belt, cartridge case, handcuff case, holster), one (1) set of collar brass, one (1) name bar, one (1) whistle and chain, one (1) coat badge, One (1) shirt badge, one (1) hat badge shall be made at time of hire. Second Chance or equivalent body armor will be issued to all police officers of the Kalkaska Police Department.

A service handgun will be furnished by the Village of Kalkaska.

Section 21.0/Uniforms Continued:

The employee shall sign for such equipment and be responsible for maintenance and up keep of all uniform equipment issued to him/her. In the event of his/her separation from service, he/she will return all equipment issued to him/her by the Village. Uniforms and accessories will be replaced due to normal wear and tear as deemed necessary by the Chief of Police.

Section 21.1. Cleaning/Maintenance Allowance. A cleaning and maintenance allowance of \$65.00 per month will be paid to each employee of this bargaining unit.

Section 21.2. Shoe Replacement. The Employer agrees to pay each member of the Kalkaska Police Department the sum of \$60.00 for duty shoes each year.

### **PENSION PLAN**

Section 22.0. Pension Plan. All employees shall receive retirement benefits as outlined in "The Actuarial Valuation of the Michigan Employees Retirement System". Effective March 1, 1991 employees of the Kalkaska Police Department shall receive MERS B-4 Plan with F-55(20) rider and with an FAC-3.

Effective 03/01/99 employees of the Kalkaska Police Department are to receive the E-2 Rider (Cost of Living Increase Benefit) added to current Pension Plan. This plan covers full time employees only.

Section 22.1. Military Time. Employees of the Kalkaska Police Department have the option to buy up to four (4) years of military time toward their retirement at their cost, no cost to the Village of Kalkaska.

### **VALIDITY**

Section 23.0. In the event that any section of this contract shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the other provisions.

### **CAPTIONS**

Section 24.0. The captions or sub headings used in this agreement are for the purpose of identification only and are not a substantial part of this agreement.

### **GENDER**

Section 25.0. When reference is made to male gender, it shall be considered to include female gender as well.

## SAFETY

Section 26.0. The Employer shall have the responsibility to maintain all equipment in a safe operating condition when furnished by the Employer for use by the employees in the performance of their assigned duties, except that employees shall maintain in safe use and operating condition, all uniforms, clothing and other equipment issued to them by the Employer upon entry into Employer's service.

Section 26.1. When the employee finds the equipment furnished by the Employer to be unsafe for use in the performance of his/her assigned duties, the employee shall be required to immediately report the condition to his/her immediate superior or supervisor, through the grievance procedure herein.

Section 27.0. Practice Ammunition. The Village of Kalkaska agrees to provide twenty five (25) rounds of ammunition for practice monthly, if requested, and also to furnish duty rounds twice a year on departmental call in.

Section 28.0. The Village of Kalkaska, along with permission from the Chief of Police, shall allow, when possible, a two (2) man patrol unit from the hours of 8:00 P.M. to 4:00 A.M. on weekends, special events or prisoner transports.

Section 29.0 Personal Days. All full time employees are allowed to take two (2) personal days per year. These personal days cannot be carried into the upcoming calendar year. A probationary officer may be allowed to use of one (1) of the personal days after six (6) months of employment. Each personal day will consist of regularly scheduled shift hours.

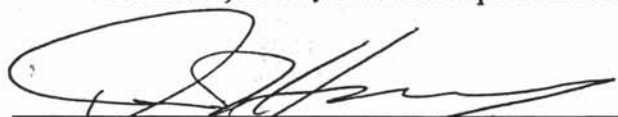
**SIGNATURE PAGE/AGREEMENT PERIOD**

This agreement shall be effective on the 1st day of March, 1997 and shall remain in full force and effect until the 1st day of March, 1999. It shall automatically be renewed every two (2) years thereafter, unless either party notifies the other in writing, at least ninety (90) days prior to the anniversary date that he/she desires to modify this agreement.

In any event, however, the conditions of employment, including wages and benefits, shall remain in effect providing that the Police Officers Labor Council files consistent with Act 312 until such time as a labor agreement is negotiated and/or arbitrated.

**FOR THE POLICE OFFICERS LABOR COUNCIL**

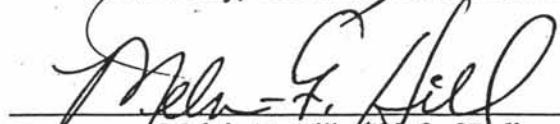
  
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Ken Nash, P.O.L.C. Field Representative

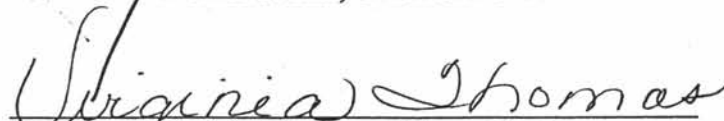
  
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David L. Heymes, P.O.L.C., Unit Steward

**FOR THE VILLAGE OF KALKASKA**

  
\_\_\_\_\_  
Jeffrey Fitch, Mayor

  
\_\_\_\_\_  
David Bury, Chairman Labor Committee

  
\_\_\_\_\_  
Melvin F. Hill, Chief of Police

  
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Virginia Thomas, Village Clerk