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COLLECTIVE BARGAINING AGREEMENT

Between

VILLAGE OF VICKSBURG

and

**KALAMAZOO LODGE NO. 98
of the
FRATERNAL ORDER OF POLICE**

REVISED 01-14-99

March 1, 1998 - February 28, 2001

Vicksburg, Village of

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AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____, 1999, by and between the VILLAGE OF VICKSBURG, hereinafter referred as the Employer, and KALAMAZOO LODGE NO. 98 of the FRATERNAL ORDER OF POLICE, hereinafter referred to as the Lodge.

WITNESSETH:

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the parties hereto have engaged in collective bargaining with respect to the salaries, hours of work and other conditions of employment for the employees occupying, or who may during the life of this Agreement occupy, the job classifications set forth in Appendix A and Appendix B attached hereto and have agreed as follows:

ARTICLE I - GENERAL

Section 1: The Employer agrees that, during the life of this Agreement, it will not recognize any labor organization other than the Lodge as the collective bargaining agent for the employees occupying or who may, during the life of this Agreement, occupy any of the job classifications set forth in Appendix A and Appendix B attached hereto.

Section 2: After the effective date of this Agreement, all employees becoming subject to this Agreement shall be probationary employees for the first twelve (12) months immediately following their employment under this Agreement, if they are certified police employees at the time of hire. This probationary period may be extended for an additional three (3) months at the discretion of the employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the abilities and attributes that will qualify him/her for regular employee status; provided, however, that employees hired prior to the effective date of this Agreement shall be subject to the probationary period set forth in the prior Agreement between the parties. During this probationary period, the employee may be laid off or terminated based upon the sole discretion of the Employer without regard to his/her relative length of service.

Section 3: It is understood and agreed that all present employees covered by this Agreement who are members of the Lodge shall remain members in good standing for the duration of this Agreement or cause to be paid to the Lodge a representation fee equivalent to their fair share of the Lodge's cost of negotiating and administering this Agreement as determined by this Lodge as a condition of continued employment. All present employees covered by this Agreement, who on the effective date hereof are not members of the Lodge, but who have at one time prior to this date been members of the

Lodge, shall become and remain members in good standing within thirty (30) days after the effective date of this Agreement or cause to be paid to the Lodge a representation fee equivalent to their fair share of the Lodge's cost of negotiating and administering this Agreement as determined by this Lodge. All employees covered by this Agreement, who are hired after the effective date of this Agreement, shall become and remain members in good standing in the Lodge or pay a representation fee equivalent to their fair share of the cost of negotiating and administering this Agreement as determined by the Lodge, said fee to be paid on or before the completion of their probationary period or on or before completion of six (6) months of employment, whichever shall occur earlier.

The Lodge shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other actions arising from these Agency Shop provisions or arising from compliance with any request for termination under these provisions in the event it is determined under substantive law that said Agency Shop provisions are illegal. Further, such indemnification shall apply to damages that are sustained as a result of procedural errors or due to reason of mistake of the fact that was in the control of or the responsibility of the Lodge.

Section 4: Pay day shall be on a bi-weekly basis.

Section 5: For all employees who are or become members of the Lodge and who presently execute payroll deduction authorization cards therefor, the provisions of which must conform to the legal requirements imposed by the State Law, the Employer agrees to deduct from the first paycheck of each month the regular monthly dues in the amounts certified to the Employer by the Financial Secretary, said deduction to occur within fifteen (15) calendar days thereafter.

The Lodge shall indemnify and save the Employer harmless from any liability that may arise out of the Employer's reliance upon any payroll deduction authorization cards presented to the Employer by the Lodge.

ARTICLE II - ON-THE-JOB INJURY/WORKERS' COMPENSATION

Section 1: All employees shall be eligible for on-the-job injury or illness leaves in accordance with the provisions contained in the State's Workers' Compensation Statute, provided the injury arose out of performance of duties and responsibilities directly related to the Village Police Department.

Section 2: An employee who is disabled and is eligible to receive Workers' Compensation benefits may deduct fractional sick leave days from unused accumulated sick leave for the purpose of supplementing such benefits to the extent necessary to equal the employee's daily rate of compensation, less deductions for FICA, and State and Federal taxes.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement.

Section 2: **FIRST STEP.** To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of the Agreement that has allegedly been violated, must be signed by the employee who is filing the grievance and must be presented to the Village Police Chief within ten (10) regularly scheduled working days after the occurrence of the event upon which it is based or after the employee, having exercised reasonable diligence, should have had knowledge of the event. The Employer shall give a written answer to the aggrieved employee within ten (10) regularly scheduled working days after receipt of the written grievance.

SECOND STEP. If the grievance has not been settled at the First Step, it shall be appealed within five (5) regularly scheduled working days after the receipt of the First Step answer to the Village Manager and the Lodge's grievance committee. Such meeting must be held no later than five (5) regularly scheduled working days from the time the appeal has been taken to this Step and the Employer must answer the grievance in writing within five (5) regularly scheduled working days after such meeting.

THIRD STEP. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within said thirty (30) calendar day period, it shall be considered as being withdrawn by the Lodge.

The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. Nothing contained herein, however, shall be construed to limit the authority of an arbitrator in his own judgment to sustain, reverse or modify any alleged unjust discharge that may reach this state of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Lodge.

Section 3: Grievances on behalf of an entire department or the entire Lodge shall be filed by the Lodge's Grievance Committee and shall be processed starting with the Second Step of the Grievance Procedure.

Section 4: If a grievance that has not been settled at any Step of the Grievance Procedure is not appealed by the Lodge to the next succeeding Step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Lodge. If a 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, excluding the arbitration level.

Section 5: Whenever the words are used in Article III "regularly scheduled working days" shall be defined as those days that are scheduled for work between Monday and Friday, both inclusive, excluding holidays recognized under this Agreement.

Section 6: Any mutual agreement as to the disposition of a grievance at the First and Second Steps shall be in writing and signed by the Employer and the grievant and/or such grievant's representative. One (1) copy shall be retained by the Employer and one (1) copy by the Lodge.

ARTICLE IV - DEPARTMENT INVESTIGATIONS

Section 1: In the event a complaint is filed or registered against any employee covered by this Agreement, the following investigatory procedure shall apply:

- (a) The questioning of a member of the Department shall normally take place outside his/her regular tour of duties, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of a member of the Department shall take place at the Departmental headquarters.

- (b) The member of the Department being questioned shall be informed of the nature of the investigation before any interrogation commences. The complainant and/or witnesses will be disclosed. If the member of the Department is being questioned for the purpose of being a witness only, he/she shall be so informed before the questioning commences. If the investigation implicates a member of the Department who has been questioned as a witness, he/she shall be informed of the change in the nature of the investigation before interrogation commences on another occasion. It is understood and agreed, however, that the informing of a member of the Department that he/she is being questioned as a witness only in no way provides immunity for such employee from disciplinary action that may be taken as a result of information disclosed during the course of the interrogation or investigation.
- (c) If an employee is placed under arrest or is a suspect or target of a criminal investigation, he/she shall have the right, if he/she so requests, to consult with and have legal counsel available during interrogation.
- (d) If at any time during such investigatory procedure, the Police Chief decides to suspend an employee, such suspension shall be with pay at the employee's regular salary until the Police Chief makes a final determination as to the disposition of the matter.
- (e) No record of any Departmental investigation made as a result of a complaint will be placed in the employee's personnel record unless the complaint is brought to his/her attention within thirty (30) days of the complaint.
- (f) No record of any Departmental investigation made as a result of a complaint will be placed in the employee's personnel record when the complaint was determined to be untrue.

ARTICLE V - DISCHARGE AND DISCIPLINE

Section 1: In the event an employee under the jurisdiction of the bargaining unit shall be suspended from work for disciplinary reasons or is discharged from employment after the date hereof and he/she believes he/she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the Grievance Procedure, provided a written grievance with respect thereto is presented to the Village Manager, as provided in the Second Step of Article III, within five (5) regularly scheduled working days after such discharge or after the start of such suspension. It is understood and agreed that grievances arising from this provision shall by-pass the First Step of the Grievance Procedure and immediately advance to Second Step.

- (a) The Employer agrees to promptly notify in writing the employee's grievance committeeman, or in his/her absence the Chairman of the Lodge's Grievance Committee, of such suspension or discharge.
- (b) A suspended or discharged employee, if he/she so desires, will be allowed to discuss his/her suspension or discharge with his/her grievance committeeman, or if he/she is not readily available with the Chairman of the Grievance Committee, before being required to leave the property of the Employer.
- (c) It is understood and agreed that, when an employee filed a grievance with respect to his/her disciplinary action, suspension or discharge, the act of filing such grievance shall constitute his/her authorization to the Employer to reveal to the participants in the Grievance Procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

ARTICLE VI - VACATIONS

Section 1: Every full-time employee shall be allowed vacation leave at the rate shown in the following table:

- (a) Every continuing full-time employee shall be entitled to annual leave with pay of one-quarter (1/4) day (two hours) per pay period for each completed bi-weekly work period of service.
- (b) After one (1) year of service, every continuing full-time employee shall be entitled to annual leave with pay of two-fifths (2/5) day (3.2 hours) per pay period for each completed bi-weekly work period of service.
- (c) Commencing on the first day following the completion of two (2) years of full-time service, an employee shall be entitled to one-half (1/2) day (four hours) for each completed bi-weekly work period of service.

Section 2: Employees who have completed five (5) years of currently continuous service shall earn additional annual leave with pay according to the length of total service as follows:

- (a) For five (5) years or more, but less than ten (10) years, two (2) days (sixteen hours) annually.
- (b) For ten (10) years or more, but less than fifteen (15) years, four (4) days (thirty-two hours) annually.
- (c) For fifteen (15) years or more, but less than twenty (20) years, six (6) days (forty-eight hours) annually.
- (d) For twenty (20) years or more, eight (8) days (sixty-four hours) annually.

Section 3: A day of vacation pay as provided for in Sections 1 and 2 shall equal eight (8) hours of pay at the employee's straight time rate of pay at the time the employee takes his/her vacation.

Section 4: The Chief of Police shall determine the number of employees who can be assigned for vacation purposes at any one time, provided, however, that any such determination shall be based on the anticipated manpower and workload requirements of the Village. Preference shall be granted to seniority in granting vacation leave to employees. A seniority list shall be posted not later than January 15th of any calendar year and all employees shall indicate, prior to April 15th of that calendar year, those dates on/during which they desire to take their eligible vacation leave. In the event that two (2) or more employees desire the same vacation date and it is determined by the Chief of Police that both employees cannot be assigned for vacation purposes, the employee having the least amount of seniority shall select alternative dates for his/her vacation. A final vacation list indicating those dates agreed upon shall be prepared by the Chief of Police and distributed to all employees no later than May 15th of any calendar year.

- (a) In the event an employee does not select a vacation period prior to April 15th, he/she shall be permitted to select a vacation period from the remaining available dates. If two (2) or more employees have failed to make selections by April 15th, their selections shall be made on the basis of seniority.
- (b) If an employee due to required court appearances or other emergency situations, is unable to take his/her vacation during the assigned period, every effort shall be made by the Employer to reschedule a vacation period, convenient and agreeable to the employee and the Employer in the calendar year in which his/her vacation period was assigned. If the parties are unable to agree upon a mutually convenient vacation period, however, the employee shall be allowed to accumulate and carry over into the following calendar year or years his/her last year's vacation time provided the accumulation does not exceed twenty-one (21) days. Vacation time may be taken up to a maximum of ten (10) days per year in cash with approval of the Chief of Police.
 - (1) No more than thirty (30) days of vacation may be taken at any one time under this provision.

- (2) An employee may not accumulate vacation time into following calendar years without prior approval of the Village Manager, except as provided above.
- (c) No employee shall be permitted to take his/her vacation leave one (1) day at a time without prior approval of the Chief of Police. This subsection, however, shall not be used or construed so as to work a forfeiture of any actual earned vacation leave.
- (d) Only employees who have successfully completed his/her first year of probation shall be allowed to take vacation leave. An employee may, however, accrue vacation time during this probationary period pursuant to section 1(a).

Section 5: If an employee, who is otherwise eligible for vacation with pay, quits or is discharged on or after December 31st of any calendar year in which he/she qualifies for such vacation with pay without having received the same, such employee will receive, along with his/her final paycheck, the vacation pay for which he/she qualifies as of December 31st and his/her pro rata share of vacation earned thereafter until such time as he/she leaves the employment of the Village. If an employee quits or is discharged prior to the December 31st upon which he/she would have qualified for a vacation with pay, he/she will be entitled to only that portion of vacation pay that he/she earned as of the date he/she quits or is discharged.

Any payment received under this provision shall not exceed thirty (30) days.

ARTICLE VII - INSURANCE

Section 1: The employer agrees to provide Blue Cross-Blue Shield MVF-1 coverage or comparable coverage with another carrier at a cost up to Four Hundred Twenty-Five (\$425.00) Dollars per month to the employees for the duration of this Agreement, including cost containment provisions. If premiums exceed Four Hundred Eight-Five (\$485.00) Dollars per month during the life of the contract, the Union may request opening of just this paragraph for negotiation.

Section 2: The Employer shall maintain group life insurance coverage as follows:

Group life insurance will be provided by employer on following schedule:

Employees earning up to \$19,999 per calendar year: \$20,000 coverage

Employees earning up to \$29,999 per calendar year: \$30,000 coverage

Employees earning over \$29,999 per calendar year: \$40,000 coverage

ARTICLE VIII - SICK LEAVE

Section 1: Each regular, full-time employee shall accrue one-half (1/2) day with pay as sick leave for each completed bi-weekly pay period. Sick leave with pay may be utilized by regular, full-time employees throughout their period of employment with the Employer. Sick leave may be accrued up to a maximum of one hundred thirty (130) days throughout the employee's entire period of service.

- (a) A retiring employee will receive compensation, at his/her retiring rate of pay, for unused sick leave credits of fifty-five (55%) percent of the total number of sick leave days accrued. For purposes of this provision, a "retiring employee" shall refer to an employee who has submitted his/her resignation to the Employer, made application to the Michigan Municipal Employees Retirement System, or a successor retirement system, for retirement benefits, and is deemed eligible for such benefits.
- (b) After completion of ten (10) years of active service, an employee shall receive compensation, at his/her current rate of pay at the time of his/her termination, for fifty (50%) percent of the unused sick leave credit.
- (c) After completion of five (5) years of active service, an employee shall receive compensation, at his/her current rate of pay at

the time of his/her termination, for thirty (30%) percent of the unused sick leave credit.

- (d) An employee who has accrued one hundred thirty (130) days (1040 hours), of sick leave and has had exemplary attendance for the calendar year, according to the schedule below, shall receive payment of a specified number of additional days of sick pay at the employee's regular rate of pay on the first pay period in January of the following year. Such amount will be determined as provided in the following schedule:

<u># of days absent</u>	<u># of sick days paid</u>
0	6
1	5
2	4
3	3
4	0
5	0
6	0

Section 2: An employee eligible for sick leave with pay may use such sick leave, when arranged for and approved by the Employer, in the following instances:

- (a) When it is established to the Employer's satisfaction that an employee is incapacitated and cannot safely perform his/her duties due to sickness, pregnancy or injury.
- (b) When it is established that, due to exposure to contagious disease, the health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be required.
- (c) When death occurs in the employee's immediate family (spouse, children, parents or foster parents, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren and any other persons for whom financial or

physical care is the employee's principal responsibility).

- (d) When unusual situations or conditions exist due to the employee's immediate family, such as serious illness or the like, and the presence of the employee is reasonably required. For the purpose of this provision, the term "immediate family" shall mean the employee's spouse, children or any other person for whom financial or physical care is the employee's principal responsibility.
- (e) When an employee needs to visit a doctor, dentist or other medical practitioner during his/her regularly scheduled work hours, sick leave may be used. In such event, the employee shall give the employer reasonable written notice of such appointment and shall take such sick leave in at least a four (4) hour increment.

Failure to make diligent effort to notify the Employer may result in loss of pay.

Section 3: Falsification of evidence to substantiate sick leave shall be cause for dismissal.

Section 4: At the request of the Employer, an employee, before returning to his/her duties, shall submit a statement from his/her physician certifying the employee's ability to return to work.

ARTICLE IX - WORK DAY AND WORK WEEK

The normal work day shall be defined as an eight (8) hour day and the normal work week shall be defined as five (5) eight (8) hour work days within a calendar week. At the discretion of management a shift of ten (10) hours per day for four (4) days within a calendar week may be assigned.

ARTICLE X - PREMIUM PAY, HOLIDAYS, COMPENSATORY TIME

Section 1: An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. Employees will work overtime when required to do so by the Employer for unforeseeable

emergency situations. Unscheduled overtime caused by employees calling in sick or otherwise being unavailable to work their shift shall be filled by requiring the first one-half ($\frac{1}{2}$) of the vacant shift hours to be filled by the bargaining unit employee working the shift ending just prior to the vacant shift and then requiring the second one-half ($\frac{1}{2}$) of the vacant shift to be filled by the bargaining unit employee scheduled to work the shift immediately following the vacant shift. All other overtime shall be posted and bargaining unit employees shall be allowed to sign up for the posted overtime. If more bargaining unit employees sign up for the posted overtime opportunity than are needed, the most senior employee shall be given the overtime; if less than the needed personnel sign up, the low seniority employee shall be required to work the needed overtime.

Section 2: An employee may elect to take compensatory time off in lieu of overtime pay provided, however, that such time off shall accumulate to a maximum of 24 hours during the calendar year and if not taken before December 31 of each year will be forfeited. The Employer may impose reasonable limitations on any such election arising out of manpower and workload requirements of the Village and availability of qualified part-time employees.

Section 3: If an employee is scheduled for and works any recognized legal holiday, he/she shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times his/her regular hourly rate for all hours worked on such holiday and shall, in addition, receive eight (8) hours of holiday pay computed at such employee's regular hourly rate. An employee who is not scheduled to work on a recognized legal holiday shall receive eight (8) hours of pay computed at such employee's regular hourly rate, provided that such employee works his/her regularly scheduled work day preceding and following the holiday. For purposes of this provision, a "recognized legal holiday" shall mean New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Day, four (4) hours Christmas Eve, four (4) hours New Years Eve, and the employee's birthday. The midnight shift, from 12:00 a.m. to 8:00 a.m., shall be the first shift of the day for the sole purpose of holiday pay.

Section 4: Employees who are compelled to appear in court on off-duty hours will be paid at a minimum of two (2) hours at one and one-half ($1\frac{1}{2}$) times their hourly rate and will return all witness and subpoena fees to the employer. Any time in excess of the two (2) hours minimum shall be paid in one-quarter ($\frac{1}{4}$) hour increments.

Section 5: Employees who are called in outside of regularly scheduled shifts shall be paid for a minimum of two (2) hours at one and one-half ($1\frac{1}{2}$) times their hourly rate except that if the time called in is immediately prior to or after an employee's scheduled shift, the employee will be paid for the actual amount of time worked, even if less than two (2) hours, at one and one-half ($1\frac{1}{2}$) times hourly pay.

ARTICLE XI - MANAGEMENT RIGHTS

Section 1: The parties hereto recognize and agree that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, and supervise the operations of the Police Department shall be vested as provided by the laws of the State of Michigan and the Village of Vicksburg.

Section 2: The Village may adopt and publish reasonable rules and regulations for the Department, but will consult and confer with representatives of the bargaining unit before the adoption of such rules and regulations. The substance of those rules and regulations shall be subject to the Grievance Procedure as to reasonableness and reasonableness of application. Nothing contained herein shall be deemed to preclude the Police Chief from establishing and putting into effect those reasonable rules and regulations necessary to carry on an efficient and effective operation within the Vicksburg Police Department.

The preceding section shall be construed in such a manner that the adoption of such rules and regulations, including the reaffirmation of current rules and regulations, shall prohibit either party hereto from utilizing "past practices" established prior to the date hereof as a claim or defense.

ARTICLE XII - LEAVE OF ABSENCE

Section 1: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations and/or responding to any civil disorder. Applications for leaves of absence for such purposes must be made to the Village Manager as soon as possible after the employee's receipt of his/her orders. An employee who is granted a leave of absence for the purposes herein set forth and whose daily compensation rate for such government services, less deductions for FICA and State and Federal taxes, if applicable, is less than the rate that the employee would have earned had the employee been providing services to the Employer may deduct from accumulated but unused sick leave or vacation days, such fractional days as may be required to equal the employee's daily rate of compensation, less any deductions for FICA, and State and Federal taxes.

Section 2: Any employee who enters the military service shall be granted a military leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and any other applicable laws then effective.

Section 3: The regular job of the employee shall be guaranteed for the period during which he/she is unable to work as certified by a physician. If the employee desires to request an additional leave of absence or extension of this leave of absence, however, it shall be covered by the following section.

Section 4: An administrative or special leave may be granted to an employee, when approved by the Village Manager, for the purpose of settling the estate of a member of the immediate family, for educational purposes when such education will foster the systematic improvement of the knowledge and/or skills required in the performance of his/her work, for illness or injury when such leave extends beyond the employee's earned sick leave days and for other reasons that may be beneficial to the employee and the Village. All leaves shall be specific as to their duration. A special or administrative leave of absence will normally be without pay. Leaves of absence shall be requested in writing by the employee and approved by the Village Manager on such terms and conditions as are agreeable by the parties.

Section 5: An employee shall be entitled to three (3) additional days of pay that shall not count "against" accrued vacation or sick leave for the death of one of the following members of the employee's family: spouse, children or any other person for whom financial or physical care is the employee's principal responsibility.

Section 6: The employer agrees that when a bargaining unit employee is called for jury duty, he/she should not lose financially because of such jury duty. Employees called for jury duty shall be paid the difference between what he/she is paid from the Court for jury duty and what he/she would have earned had he/she worked their regular shift. Any rescheduling shall be at the direction of the Chief of Police. The employee shall provide documentation from the Court to confirm hours served on jury duty and compensation received.

ARTICLE XIII - SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the date on which an employee first reported for work, at the direction of the Employer, in the Village Department that the Lodge represents, and since which he/she has not quit, retired or been justifiably discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, suspensions or for any other type of leave of absence that the Employer granted.

Section 2: The Employer will maintain an up-to-date seniority list that shall be posted in the Police Department every three (3) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list in the order of their last hiring dates, starting with the employee with the greatest amount of seniority.

If two (2) or more employees receive the same last hiring date, their names shall appear alphabetically on the seniority list using the first letter of their last names. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 3: An employee's seniority shall be terminated if he/she quits, retires or is discharged for just cause.

Section 4: If it is necessary to reduce the number of employees in the Department, departmental probationary employees shall be terminated or laid off first. Thereafter, if it is necessary to reduce the number of employees in a job classification, the employees shall be removed on the basis of their classification seniority. Employees shall be recalled in accordance with their classification seniority.

ARTICLE XIV - SPECIAL CONFERENCES

Section 1: The Employer and the Lodge agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special conferences, not to exceed more than two (2) per month, shall be held within ten (10) calendar days of the receipt of the written request at a time and place that are mutually agreeable to the parties. Not more than one (1) employee may attend any such conference held during his/her normal working hours.

ARTICLE XV - SALARIES

Section 1: Effective for those employees employed on the date of execution of this Agreement and as modified for the life of this Agreement, the salary schedules set forth in Appendix A and Appendix B and attached hereto by this reference made a part hereof shall remain in full force and effect.

ARTICLE XVI - MISCELLANEOUS

Section 1: An employee may request that the Employee's liability for injury resulting from enforcement action taken during his/her off-duty time be determined in accordance with the statutory provision covering Workers' Compensation.

Section 2: The Village shall continue to cover all employees under this Agreement by its current procedures for pension plan and shall pay the entire cost of said pension plan.

Section 3: All employees shall be compensated for all regular required in-service training and departmental/staff meetings at straight time, unless such training or meeting

causes the employee's work hours to exceed eight (8) hours in a work day or forty (40) hours during the work week. In such event, the employee shall be paid 1½ times his/her current hourly rate of pay, consistent with the Fair Labor Standards Act.

Section 4: It is agreed that reasonable standards of safety, as they relate to the equipment and working conditions of the employees, shall be maintained.

Section 5: No letter of reprimand or other disciplinary communication shall be placed in the personnel file of an employee without first notifying the employee of its contents. The employee shall receive a copy and shall sign that the same was received. The personnel file shall be maintained by the Chief of Police and shall be the same in all respects as any other file reflecting the personnel records of the employee. Any employee covered by this Agreement, upon request, may review at any reasonable time in the presence of the Chief of Police, or his designee, the contents of his/her personnel file.

Section 6: An employee may submit a request for compensation for time spent in the performance of making or attempting to make any felony arrest during his/her off-duty time or while investigating a felony within the Village and with the approval of the Village on off-duty time. It is understood and agreed that the Village may grant such request or refuse any portion or all of the request, but that such refusal to grant the request is subject to the Grievance Procedure.

Section 7: All bargaining unit employees shall be entitled to personal pay at the rate of one (1) day per calendar quarter of full-time employment at straight time pay rate. The employee may accumulate a maximum of two (2) days. The total personal days granted must be used in the calendar year accrued.

Section 8: Work schedules shall be posted on the Monday prior to the beginning of the next work period. Shift assignments shall be made on a monthly basis. Said schedule and shift assignments shall be subject to change if, in the opinion of the Village, a change is required for any reason.

Section 9: The parties recognize that the use of part-time employees may arise out of temporary manpower and work load requirements of the Village and pursuant to terms and conditions of this Agreement; however, the parties agree that part-time employees shall not be used as permanent replacements for regularly scheduled full-time employees. "Part-time" employee shall mean any employee working less than a normal work day or work week as hereinbefore defined. It is understood and agreed that a part-time employee shall be paid at no more than the starting rate for a Patrolman as set forth in Appendix A.

Section 10: Drug Testing. Both parties agree to follow the drug and alcohol policy which is attached as Appendix C and incorporated by reference into this contract.

Section 11: Chain of Command. All employees shall first convey suggestions, complaints, concerns or questions regarding the administration of the Police Department through the chain of command.

Section 12: Physical Fitness. All bargaining unit employees shall be offered the opportunity to Participate in a preventative health and fitness program through pro-health at Bronson hospital. The employer shall pay 90% of the cost of such program up to \$100.00 annually for both the employee and his/her spouse. The employee will be responsible for the remaining cost. Each employee shall determine the program in which he/she prefers to participate.

ARTICLE XVII - DURATION

THIS AGREEMENT shall be effective as of the date of its execution, except Appendix A and Appendix B which shall be retroactive to March 1, 1998, for those employees employed at the date of the execution of this Agreement, and shall remain in full force and effect through the last day of February, 2001, and from year to year thereafter, unless either party hereto serves written notice upon the other at least sixty (60) calendar days prior to the last day of February, 2001, or sixty (60) calendar days prior to the extension of any subsequent automatic renewal, of its intention to amend, modify or terminate the Agreement.

WITNESS:

Glenn K. Kiel

**KALAMAZOO LODGE NO. 98 OF THE
FRATERNAL ORDER OF POLICE**

By Richard Owen

Its Union Representative

WITNESS:

Matthew J. Sanford

VILLAGE OF VICKSBURG

By Donell R. Hill

Its Village Manager

APPENDIX A

**CERTIFIED FULL-TIME POLICE OFFICER
SALARY SCHEDULE**

<u>PATROL OFFICER</u>	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
Starting	\$18,746	\$19,402	\$20,178
One Year	\$20,497	\$21,214	\$22,063
Two Years	\$24,308	\$25,159	\$26,165
Three Years	\$26,420	\$27,345	\$28,438
Four Years	\$29,880	\$30,926	\$32,163
Five Years	\$33,424	\$34,594	\$35,978

1998 - 1999 Salary represents 3% increase over previous year
 1999 - 2000 Salary represents 3.5% increase over previous year
 2000 - 2001 Salary represents 4% increase over previous year

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APPENDIX B

**POLICE SECRETARY/DISPATCHER
SALARY SCHEDULE**

<u>POLICE SECRETARY/DISPATCHER</u>	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>
Starting	\$20,085	\$20,788	\$21,619
After 6 months satisfactory employment	\$21,012	\$21,747	\$22,617
After 18 months satisfactory employment	\$21,939	\$22,707	\$23,615
After 24 months satisfactory employment	\$22,866	\$23,666	\$24,613
After 36 months satisfactory employment	\$23,793	\$24,626	\$25,611
After 48 months satisfactory employment	\$25,596	\$26,492	\$27,552

1998 - 1999 Salary represents 3% increase over previous year
 1999 - 2000 Salary represents 3.5% increase over previous year
 2000 - 2001 Salary represents 4% increase over previous year

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VILLAGE OF VICKSBURG
RESOLUTION 1-8-99-2
RESOLUTION ADOPTING COLLECTIVE BARGAINING
AGREEMENT FOR THE PERIOD MARCH 1, 1998 TO
FEBRUARY 28, 2001 WITH THE VICKSBURG
POLICE DEPARTMENT KALAMAZOO LODGE NO. 98
OF THE FRATERNAL ORDER OF POLICE

WHEREAS, the Village has carried out lengthy negotiations with the members of the Vicksburg Police Department represented by Fraternal Order of Police, Kalamazoo Lodge No. 98, and

WHEREAS, agreement has been reached on a contract for a three year period, March 1, 1998 to February 28, 2001, and

WHEREAS, it is necessary for the Village Council to adopt the contract in order for the contract to be implemented,

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Vicksburg that the attached contract between the Village of Vicksburg and Kalamazoo Lodge No. 98 of the Fraternal Order of Police, representing eligible members of the Vicksburg Police Department, be approved and implemented retroactive to March 1, 1998 and be in effect until February 28, 2001, and

BE IT FURTHER RESOLVED that the Village Manager execute this contract on behalf of the Village of Vicksburg.

I, HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Village Council of the Village of Vicksburg at a regular meeting held on January 18, 1999. By a roll call vote:

MOTION: Village Trustee Jody Tuinier

SUPPORT: Village Trustee Sheldon Durham

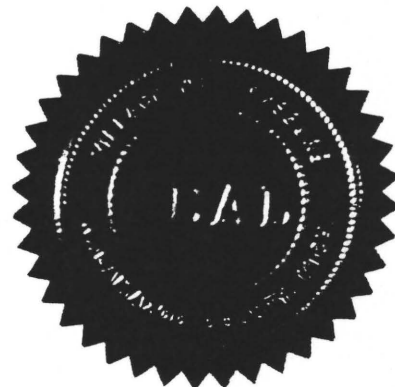
AYES: Seven (7) Village Trustees: Steve Beebe, Sheldon Durham, Rachel Freeman, Margaret Merrill, Tim Pool, Jody Tuinier, and President Ted Hammond

NAYS: None (0):

ABSTAINING: None (0):



O. John Bretz, Village Clerk





Appendix C

V I C K S B U R G P O L I C E D E P A R T M E N T

DRUG AND ALCOHOL POLICY

I. PURPOSE

The Vicksburg Police Department is committed to the establishment and maintenance of a drug and alcohol free work environment. The Department is charged with the responsibility of enforcing and administering various drug and alcohol laws and regulations and therefore, must obtain and retain the respect of the community and at all times maintain and protect the integrity of the Department.

II. POLICY COVERAGE

This policy shall be applicable to all employees of the Vicksburg Police Department.

III. POLICY

Employees are strictly prohibited from any statutorily illegal use, sale, manufacture or distribution of drugs, whether at work, or not at work, and during the course of their employment. On the job drinking, possessing or ingesting alcohol, drugs, or other controlled substances without a current valid prescription, or reporting to work while under the influence of alcohol, drugs, or other controlled substances without a current valid prescription is prohibited on Vicksburg Police Department time, premises, or equipment.

IV POLICY ENFORCEMENT

If the Vicksburg Police Department has reasonable cause to believe, based upon observation or information, that an employee on duty for the Vicksburg Police Department is being influenced by the use of illegal or controlled substances or alcohol, the following procedure will be followed:

- A. The employee will be immediately placed on administrative leave with pay until notified of any disciplinary suspension or action resulting in cessation of pay, and promptly after placement on administrative leave, the employee will be given a



a hearing with the following persons present:

1. Employee;
 2. Employee's Union representative, if applicable;
 3. Employee's supervisor; and
 4. Chief of Police
- B.** The facts forming the basis for reasonable cause shall be disclosed to the employee at the commencement of the hearing and the employee shall, at the same time, be given the opportunity to explain his or her behavior or actions.
- C.** If it is determined by the Chief of Police or designee that reasonable cause to believe is substantiated, the employee will be placed on administrative leave, with pay, pending the results of an appropriate test.
- D.** Said employee shall be required to submit to an immediate urine/breathalyzer and/or other appropriate test to determine whether or not the employee is under the influence of alcohol, a controlled substance, or illegal drugs.
- E.** Such test shall be given pursuant to the testing procedure as outlined in this policy.
- F.** The employee shall submit to such test and release of test results to the Vicksburg Police Department; failure to do so shall be presumption that the employee has violated the policy. The employee will then be subject to disciplinary action, up to and including discharge.
- G.** After the test has been given and the results known, the employee:
1. Will be put back to work with full pay for time lost, should the test results be negative; or,
 2. Will be subject to discipline up to and including discharge, should the test results be positive as indicated in paragraph #6 of this policy.



V. TESTING PROCEDURES FOR ILLEGAL OR CONTROLLED DRUGS OR SUBSTANCES

A. Laboratory Selection

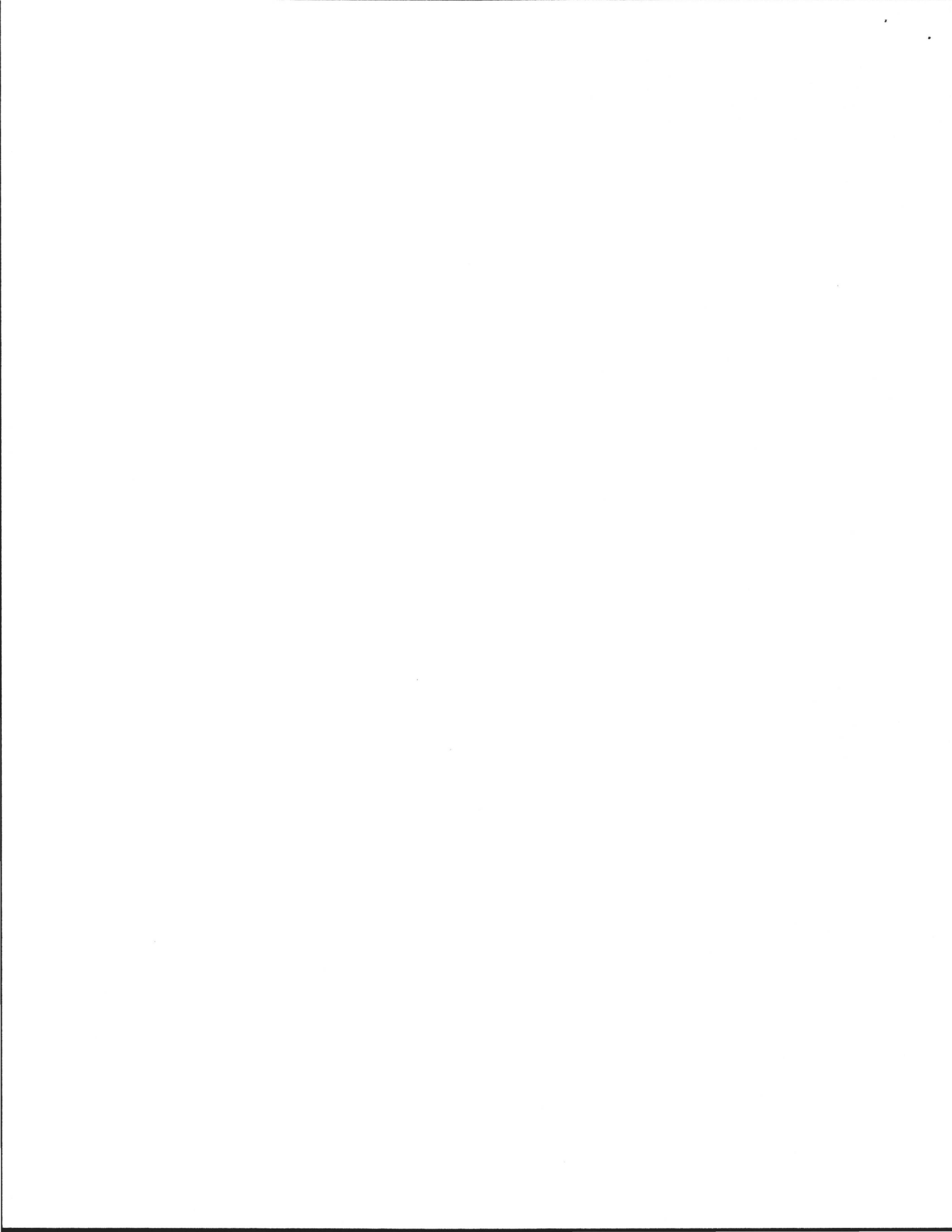
The laboratory selected to conduct the analysis shall be certified by the National Institute on Drug Abuse and any State of Michigan Agency that determines certification for policy employment. In addition, the laboratory selected shall use Smith-Kline Laboratories security procedures or equivalent. Any and all costs associated with testing shall be paid by the Village of Vicksburg.

B. Obtaining Urine Samples

1. All sample collection shall occur at the medical clinic, doctor's office, or laboratory designated by the Vicksburg Police Department as its testing facility. When the employee reports to the testing facility, he or she must be identified prior to any sample being given.
2. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. An observer of the appropriate sex shall be present for direct observation to ensure the sample is from the employee and was actually passed at the time noted on the record. Specimen collection will occur in a medical setting and the procedures should not demean, embarrass, or cause physical discomfort to the employee.
3. An interview with the employee prior to the test will serve to establish use of drugs currently taken under medical supervision.
4. Urine samples shall be sealed, labeled and checked against the identity of the employee to ensure the results match the testee. Urine samples shall be stored in a secured and refrigerated atmosphere until tested or delivered to the testing lab representative.

C. Processing Samples

1. The testing or processing phase shall consist of a two-step procedure:



- a. Initial screening step; and,
 - b. Confirmation step.
2. The sample is first tested using a screening procedure. A specimen testing positive will undergo an additional confirmatory test. An initial positive report should not be considered positive; rather, it should be classified as confirmation pending.
 3. Any confirmatory testing shall be done by chromatograph/mass spectrometer. In those cases where the second test confirms the presence of drug(s) in the sample in excess of the confirmation levels listed below, the sample will be retained for six (6) months to allow further testing in case of dispute. After a confirmed positive test, the employee has the right to receive a sample from the specimen by directing the Village's designated laboratory (in a signed writing), to send the sample directly to another certified laboratory.
 4. If the initial screening test is positive, the confirming test shall be run by a second certified laboratory. Employees who have participated in the drug test program where their test was negative shall receive a letter confirming that fact. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

D. Chain of Evidence/Storage

1. Where a confirmed positive report is received, urine specimens shall be maintained under secured storage for a period of not less than sixty (60) days; six (6) months in contested cases.
2. Each step in the collecting and processing of urine specimens shall be documented to establish procedural integrity and the chain of evidence/custody.

VI. DRUG AND ALCOHOL CUT-OFF LEVELS

- A. The initial and confirmatory drug test "cut-off" levels shall be as follows:



<u>Drug/Metabolite</u>	<u>Decision Level</u>	<u>GC/MS Confirmation</u>
Amphetamines	1000 mg/ml	500 mg/ml
Barbiturates	300 mg/ml	200 mg/ml
Cocaine metabolites	300 mg/ml	150 mg/ml
Marijuana metabolite	50 mg/ml	15 mg/ml
Opiates-Codeine	300 mg/ml	300 mg/ml
-Morphine	300 mg/ml	300 mg/ml
Phencyclidine (PCP)	25 mg/ml	25 mg/ml

- B. Tests for alcohol levels shall be considered to verify impairment when the blood alcohol level is .04 percent or higher.

VII. Self -Recognized Substance Dependence

Should an employee recognize himself or herself to be substance dependent (including alcohol), and if he or she asks the Chief of Police or designee for a leave of absence (the request cannot be made at the time the employee is directed to submit to an appropriate test), he or she will be granted a leave of absence (the employee must first exhaust his or her accrued sick leave, and may use vacation leave as part of the approved leave time) while under the care of a Village recognized rehabilitation program (the cost, if not covered by insurance, to be borne by the employee). If the employee fails to successfully complete, withdraws from, and/or otherwise fails to fulfill the conditions of the rehabilitation program, he or she may be subject to discipline, up to and including discharge. Upon successfully completing the rehabilitation program, and upon passing an appropriate drug or alcohol test, the employee will be returned to duty from said leave. After returning to duty, the employee will remain on probation for one (1) year during which time he or she must remain substance free, and will be subject to random unannounced testing at any time in accordance with the testing procedures set forth in Section V of this policy. Should the employee test positive during the one (1) year probation period he or she may be subject to discipline, up to and including discharge.

VIII. PRESCRIPTION DRUG USE

An employee may possess and use a drug or controlled substance, providing such drug or controlled substance is dispensed to said employee pursuant to a current valid medical prescription in the employee's name.

- A. Should the employee's prescribing physician indicate that the known side effects of the drug makes it dangerous for the employee to safely work, the



employee shall notify the employer or supervisor.

IX. Effect of a Confirmed Positive Drug or Alcohol Test

- A. An employee who has a confirmed positive test for illegal or controlled drugs or substances shall be subject to discipline up to and including discharge.
- B. After a test showing a blood alcohol concentration of 0.04 or greater, the employee will be immediately removed from his or her assignment and will not be permitted to return to his or her assignment for at least twenty-four (24) hours (absent available sick or vacation leave, the time will be unpaid), and then only if he or she first undergoes a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02. After returning to work, the employee is thereafter subject to unannounced follow-up testing for up to twelve (12) months after the employee returns to a covered function. A second positive test within this twelve (12) month period will subject the employee to discipline up to and including discharge.

X. POLICY IMPLEMENTATION

This Drug and Alcohol Policy was negotiated with the express intent that the entire Department is committed to the establishment of a drug and alcohol free work place. Therefore, this policy shall be implemented and become effective only when all employees in all departments of the Village are made subject to this policy.

XI. SPECIAL ASSIGNMENTS

Employees who are assigned to and/or are working in an undercover capacity or in a special unit shall be controlled by the drug and alcohol policy of the special unit as to the possession and/or use of controlled substances, alcohol and/or prescribed medication.

