

3/31/2001

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# AGREEMENT

between

**UNITED STEELWORKERS OF AMERICA  
AFL-CIO•CLC  
on behalf of LU 15157**

and

**VILLAGE OF CASEVILLE  
(Police Department)**

**April 1, 1998  
to  
March 31, 2001**

*Caseville, Village of*

wpwin contract 15157 casv/pol. '98

## TABLE OF CONTENTS

	<u>Page</u>
AGREEMENT .....	1
PREAMBLE .....	1
ARTICLE I - RECOGNITION .....	1
Section 1: Collective Bargaining Unit .....	1
Section 2: Definitions .....	1
ARTICLE II - UNION RECOGNITION .....	2
Section 1: Agency Shop .....	2
Section 2: Checkoff .....	2
ARTICLE III - REPRESENTATION .....	3
Section 1: Bargaining Committee .....	3
Section 2: Stewards .....	3
Section 3: Notification .....	4
Section 4: Alternate Stewards and Committeemen .....	4
Section 5: Agency Access .....	4
ARTICLE IV - MANAGEMENT RIGHTS .....	5
Section 1: Rights .....	5
ARTICLE V - GRIEVANCE ARBITRATION PROCEDURE .....	6
Section 1: Definition of Grievance .....	6
Section 2: Grievance Procedure .....	7
Section 3: Time Limitation .....	8
Section 4: Time Computation .....	8
Section 5: Grievance Form .....	8
Section 6: Arbitration Request .....	8
Section 7: Selection of Arbitrator .....	9
Section 8: Arbitrator's Powers .....	9
Section 9: Notice of Discharge .....	9
Section 10: Time Limit to Grieve a Discharge .....	10
Section 11: Limitation on Discipline .....	10
Section 12: Copies of Disciplinary Reports .....	10
Section 13: Presence of Union Representative at Disciplinary Meeting .....	10
Section 14: Copies of Reports .....	10
ARTICLE VI - NO STRIKES/NO LOCK OUT .....	11
Section 1: Prohibition .....	11

ARTICLE VII - SENIORITY .....	11
Section 1: Probationary Period .....	11
Section 2: Seniority Definition .....	12
Section 3: Seniority List .....	12
ARTICLE VIII - LAYOFF AND RECALL .....	12
Section 1: Layoff .....	12
Section 2: Recall Procedure .....	13
Section 3: Loss of Seniority .....	13
Section 4: Job Advancement .....	14
Section 5: Temporary Job Transfers .....	14
Section 6: Non-bargaining Unit Transfers .....	15
Section 7: Licensing .....	15
ARTICLE IX - LEAVES OF ABSENCE .....	15
Section 1: Seniority Accumulation .....	15
Section 2: Personal Leave .....	16
Section 3: Military Leave .....	16
Section 4: Jury Duty and Witness Leave .....	16
Section 5: Funeral Leave .....	17
Section 6: Disability Leave/Sick Pay .....	17
Section 7: Personal Days (Time) .....	17
ARTICLE X - HOURS OF WORK .....	18
Section 1: Work Schedules .....	18
Section 2: Work Period .....	19
Section 3: Work Shift - Lunch Period - Rest Period .....	19
Section 4: Premium Pay - Compensatory Time .....	19
Section 5: Overtime .....	19
ARTICLE XI - HOLIDAYS .....	20
Section 1: Holiday Pay .....	20
Section 2: Holiday Eligibility .....	20
ARTICLE XII - VACATIONS .....	21
ARTICLE XIII - SAFETY & HEALTH PROGRAM .....	22
Section 1: Examination and Tests .....	22
Section 2: Proposed Safety Committee .....	23
ARTICLE XIV - WAGES .....	24
Section 1: Classification and Rates .....	24
Section 2: Mileage .....	24

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ARTICLE XV - MISCELLANEOUS .....	24
Section 1: No Discrimination .....	24
Section 2: Bulletin Board .....	24
Section 3: Work Rules .....	24
Section 4: Call In, Call Back Pay .....	25
Section 5: Validity .....	25
Section 6: Payday .....	25
Section 7: Captions .....	25
Section 8: Waiver Clause .....	25
ARTICLE XVI - DURATION .....	26
Section 1: Termination .....	26
Section 2: Successors or Assigns .....	26
Section 3: Personnel Files .....	26
ARTICLE XVII - HEALTH, LIFE, AND PENSION BENEFITS .....	27
Section 1: Life Insurance .....	27
Section 2: Pension Program .....	27
Section 3: Health Insurance .....	27
Section 4: Sickness & Accident Insurance .....	27
ARTICLE XVIII - RESIDENCY .....	27
Signature Page .....	28
APPENDIX "A" - WAGE SCHEDULE .....	29
Memorandum of Understanding Regarding Residency .....	30

## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of April, 1998, effective on the 1st day of April, 1998, by and between the VILLAGE of CASEVILLE, its successors or assignees, hereinafter referred to as "Council", located at 6767 Main St., Caseville, Michigan, and the INTERNATIONAL UNION, UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, and on behalf of its LOCAL UNION NO. 15157, together hereinafter referred to as "Union".

## **PREAMBLE**

### **Section 1:**

This agreement is executed with the acknowledgment that harmonious relations will be achieved through the procedures of collective negotiations as a fair and orderly way of setting forth their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment.

## **ARTICLE I - RECOGNITION**

### **Section 1:     Collective Bargaining Unit**

The Council recognizes the Union as the exclusive representative for all full-time police officers employed by the Police Department at its facility at 6767 Main Street, Caseville, Michigan, with the exception of the Chief of Police.

### **Section 2:     Definitions**

- A.     Full-time Employee. A full-time employee is one who is regularly scheduled to work thirty (30) to forty (40) hours during a one-week pay period.
  
- B.     Regular Part-time Employees and Temporary Employees are not covered by this agreement.
  
- C.     Gender. References made to male gender shall also refer to female, or vice versa.

**ARTICLE II - UNION RECOGNITION**

**Section 1: Agency Shop**

A. Membership in the Union is not compulsory; however, payment of representation fees are. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee in regard to such matters.

B. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of representation fees shall be a condition of continued employment. The Employer agrees to deduct Union dues or Union representation fees to become effective the first payday of the month following the employee's successful completion of thirty (30) days of employment.

C. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this contract or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

**Section 2: Checkoff**

Temporary employees and grant funded employees shall not be required to pay Union dues or a representation fee, except as otherwise provided in this agreement. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit either the Union's dues or representation fee, subject to all of the following conditions:

A. The Union shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) thereof, and provide such forms to the Employer.

B. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee equal to dues upon receipt by the Employer of a signed written card. Said sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract and, if more, any additional sum not attributable to the above shall be subject to the Union's internal rebate procedure.

C. The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. In that event, payment will be deducted from the next available paycheck. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

D. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within thirty (30) calendar days after a remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

E. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation. New Check-Off Authorization Forms shall be submitted to the Employer in the event that an increase in the Union dues or representation fee is made.

### **ARTICLE III - REPRESENTATION**

#### **Section 1: Bargaining Committee**

All employees covered by this Agreement shall be represented by a bargaining committee consisting of no more than two (2) employees, including a unit chairperson who shall act as chairman of the bargaining committee.

It shall be the responsibility of the bargaining committee to meet with the management of the Council at such times as joint Council-Union negotiations are held. Membership of the bargaining committee shall be restricted to employees who have seniority.

#### **Section 2: Stewards**

In addition to the bargaining committee, employees covered by this agreement shall also be represented by two (2) stewards selected or elected by the Union employees. If no additional employees are available in this unit, the stewards from the DPW Department shall serve.

Stewards shall have the responsibility of handling grievances at the appropriate steps of the grievance procedure established in this agreement. Time spent by stewards on Union matters is unpaid time and not compensable by the Council.

**Section 3: Notification**

The Council shall be informed in writing of the names of the Union representatives, including its officers, before recognition is granted by the Council.

**Section 4: Alternate Stewards and Committeemen**

Alternate stewards or committeemen may be appointed by the Union to serve temporarily in place of the selected or elected Union representative due to the absence of such representative. Alternate stewards and committeemen shall have the same rights and duties as a selected or elected steward or committeeman only during the period of replacement. The Union shall notify the Council in writing of any appointment of an alternate steward or committeeman before recognition is granted by the Council.

**Section 5: Agency Access**

The Council agrees that the director, sub-director, and a representative of the Union who is not an employee of the Village of Caseville shall be permitted to enter the employer's premises during regular business hours of the Council to assist in the investigation and adjustment of grievances, provided that such representative has first secured prior permission and arranged the visit by appointment with the designated Council representative. Such activity shall not be conducted in a manner which will interfere with the Council's operation or the performance of an employee's duties. The employer reserves the right to designate a meeting place or to provide a representative to accompany a Union official.

Additionally, the director, sub-director, and other non-employee Union representative may be allowed access, upon prior approval by the Council, to socialize with the employees during non-work hours. However, socialization shall not include consumption of alcoholic beverages or parties, etc.

The safety inspector provided by the Union may be allowed access to the employer's premises during regular business hours when invited by the Joint Safety Committee for the purposes of inspecting and making recommendations regarding safety matters.



**ARTICLE IV - MANAGEMENT RIGHTS**

**Section 1: Rights**

A. Management retains and shall have the sole and exclusive right to manage and operate the Police Department in all of its operations and activities and remains the sole authority to determine the Police Department's mission, policies, and budget to be adopted. Among the rights of management, included only by way of illustration and not by way of limitation, are the following:

1. The right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment and machines required to provide such services, so long as it shall follow State and Federal Regulations.
2. To determine the nature and number of facilities and departments to be operated and their locations;
3. To establish classifications at work and the number of personnel required;
4. To plan, direct, control, and determine the operation services to be conducted by the department or its employees;
5. To discontinue, combine, or reorganize part or all of its operations;
6. To maintain order and efficiency;
7. To continue and maintain its operations as in the past, except as modified in this agreement;
8. To contract out for goods and services so long as it does not erode the existing work force nor reduce below forty (40) hours per week per employee;
9. In all respects to carry out the ordinary and customary functions of management.

B. Management shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, lay-off, and recall personnel:

1. To establish work rules and to fix and determine the penalties for violations of such rules;

2. To change work schedules with a five (5) day work notice to the affected employee, and to provide and assign relief personnel. Work schedule changes shall not be done in an arbitrary or capricious manner.

C. The Union agrees that the Council retains the sole and exclusive right to establish and administer, without limitation, applied or otherwise, all matters not specifically and expressly limited by this agreement.

D. Nothing in this collective bargaining agreement shall be construed to diminish management's right to have non-bargaining Union employees, supervisors, or other salaried employees working with the Union employees. However, this provision shall not be utilized to eliminate the existing work force or regularly scheduled hours of the existing work force.

E. The rights contained in this article are expressly reserved and retained by the Council as its sole and exclusive right, except as limited or modified by express language of a specific provision of this agreement.

F. Management reserves the right onto itself to adopt and implement policies and procedures which it deems from time to time necessary for the safe and efficient operation of the Village of Caseville. Additionally, all policies and procedures in effect at the time this contract is ratified shall be continued in full force and effect, unless otherwise specifically modified by the terms of this contract or are in conflict with specific terms of this contract. Management further agrees to post copies of any changes of policies or procedures on the Union bulletin board, and said changes in policies or procedures shall not be effective until posting has been completed.

## **ARTICLE V - GRIEVANCE ARBITRATION PROCEDURE**

### **Section 1: Definition of Grievance**

A grievance is a dispute by an employee or a group of employees covered by this contract (with respect to a single common issue covered by this agreement) against the Council involving that employee's or group of employees' application and interpretation of an express provision of this agreement.

**Section 2: Grievance Procedure**

A grievance shall be processed in the following manner:

- Step 1. An employee covered by this agreement must file a complaint within five (5) working days of the incident which gave rise to the complaint or from the employee's first knowledge of the complaint, after first having discussed the matter with a Supervisor or Manager. If requested by the employee, the employee may be represented by his steward. The Supervisor or Manager shall give his written response to the employee involved within five (5) working days of the time following the date of the verbal step discussion.
- Step 2. If the grievance is not settled in Step 1, the complaint shall be reduced to writing and signed by the employee and the Union steward. The written grievance shall be submitted to the Council's appropriate department committee (i.e., DPW Committee for DPW grievances, Police Committee for police grievances) within five (5) working days of the Supervisor's or Manager's answer to the Step 1 procedure. The appropriate Council committee, or its designee other than the Supervisor or Manager who provided the answer in Step 1, shall discuss the grievance within five (5) business days with the employee or his steward at a time mutually agreeable to the parties. If no settlement is reached, the committee, or its designee, shall give its written answer to the employee involved within five (5) working days after the meeting required by Step 2.
- Step 3. If the grievance is not settled satisfactorily in Step 2 of the grievance procedure, the Union may submit the grievance to the Council's Employee Relations Committee within five (5) working days of the decision rendered in Step 2 above. The Employee Relations Committee shall discuss the grievance within five (5) business days with the employee or his steward at a time mutually agreeable to the parties. Either party may have non-employee representatives present. If no settlement is reached, the Employee Relations Committee shall give its written answer to the employee within five (5) working days after the meeting required by this step.
- Step 4. If the grievance is not settled satisfactorily in Step 3 of the grievance procedure, the Union may submit the grievance to the Village Council within five (5) working days after receipt of the written disposition from Step 3. If the Council's regularly scheduled meeting is more than three (3) days after the submission of the grievance, the Council shall take the appropriate steps to

include the grievance on the agenda of its next regularly scheduled meeting. Before the regularly scheduled meeting, the designated representative of the Council and the chairman of the bargaining unit shall meet to discuss the settlement of the grievance. Either party may have non-employee representatives present. If the grievance is not satisfactorily resolved the Council shall, at its next regularly scheduled meeting, place its disposition on the agenda. The disposition of the Village Council of the grievance shall be returned to the employee involved within ten (10) working days after the regularly scheduled meeting of the Council at which the grievance was discussed. The Union requests, on behalf of all bargaining unit members, that grievances be discussed by the Council in closed session as permitted under the exceptions to the Open Meetings Act for the State of Michigan.

**Section 3: Time Limitation**

With respect to the grievance procedure established in this article, the parties agree that time is of the essence. Failure of either party to respond within the prescribed time limits constitutes a settlement of the grievance in favor of the non-delinquent party at the previous step. Time limits established in the grievance procedure may be extended only by written mutual agreement. No grievance shall be entertained or processed unless it is submitted on a timely basis as established by this article.

**Section 4: Time Computation**

Saturday, Sunday and holidays recognized under this agreement shall not be counted under the time procedures established in the grievance procedure.

**Section 5: Grievance Form**

The grievance form shall be agreed upon by the parties and furnished by the Local Union.

**Section 6: Arbitration Request**

The Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice to the Village Council, or their designated representative, of the Union's intent to arbitrate within the (10) days following receipt of the Agency's disposition in Step 4 of the grievance procedure. If no written notice of intent to arbitrate is given to the Village Council or their designated representative, the grievance shall be considered settled.

**Section 7: Selection of Arbitrator**

Any grievance which is arbitrable may be submitted to one (1) arbitrator selected by mutual agreement of the parties. The parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. The arbitrator shall be selected after each party alternately strikes a name from the panel of arbitrators with the remaining name serving as the arbitrator. The order of striking shall be determined by a coin toss. The compensation and expenses of the arbitrator shall be shared equally by the Council and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript, if they request such a transcript.

**Section 8: Arbitrator's Powers.**

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. He shall consider only and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. The decision shall be solely upon his interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The arbitrator shall not consider any statute or laws or extra contract matters not specifically incorporated in this agreement.

If the issue of arbitrability is raised, the arbitrator shall first decide the question of arbitrability and he shall only decide the merits of the grievance if the arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this agreement to resolve disputes which arise concerning the express provisions of this agreement, as written, which reflect the only concessions which the Council has yielded. The arbitrator's decision shall be final and binding upon the Council, Union, and employees.

**Section 9: Notice of Discharge**

In the event a member of the Union shall be discharged from his employment after the date of this contract, the discharge shall be subject to the grievance procedure. The Union will be immediately notified by the Village Council, in writing, of a discharge.

**Section 10: Time Limit to Grieve a Discharge**

In all cases of discharge, a grievance, if any, must be filed in writing within ten (10) working days of the receipt of the notice of discharge provided in the section above. A grievance involving a discharge will begin at the Step 2 level.

**Section 11: Limitation on Discipline.**

Should the need for discipline arise, the Council agrees that the intent of discipline will be to correct the employee. In determining discipline, the Council shall not consider any past infraction which occurred over two (2) years previous to the penalty, if the past infraction is not a reoccurrence of the type or kind of conduct giving rise to the discipline.

**Section 12: Copies of Disciplinary Reports**

Council agrees to comply with the provisions of the Bullard Plawecki Right to Know Act with respect to access to reports of disciplinary action in order to become a permanent part of an employee's employment file.

**Section 13: Presence of Union Representative at Disciplinary Meeting**

Any employee or group of employees who are called into any office for the purpose of discipline may request the presence of the Chairperson of the Grievance Committee or other committee person and such request shall not be denied by the Council. Employees will not normally be disciplined or given any reprimand in the presence of other bargaining unit employees (excluding Grievance Committee members).

**Section 14: Copies of Reports**

Employees shall be given a copy of any evaluations and reports of disciplinary action that are to become a permanent part of their employment file.

## **ARTICLE VI - NO STRIKES/NO LOCK OUT**

### **Section 1: Prohibition**

The Union agrees that, during the term of this agreement, neither it nor its officers, representatives, committeemen, stewards, nor its members will for any reason directly or indirectly call, sanction, institute, aid, condone, or engage in a strike (whether sit down, stand, sympathetic, general, safety, unfair labor practice or any other kind), work stoppages, walk outs, slow down, withholding of full or partial services, boycott (whether primary or secondary) or any other interference with the normal operations or conduct of the Council's DPW/Water Department services, either individually or collectively. For the term of this agreement, the Council agrees that it will not lock out any employees covered by the agreement.

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this article to return to work.

The Council reserves all right to discipline an employee or employees, up to and including discharge, for a violation of any of the provisions of this article.

Nothing contained in this article shall preclude the employer from obtaining judicial restraint and damages in the event of a violation of this article.

## **ARTICLE VII - SENIORITY**

### **Section 1: Probationary Period**

Any employees who are hired subsequent to the effective date of this contract to perform job duties covered under the terms and conditions of this contract shall be deemed to be a probationary period for a period of one hundred eighty (180) days from the date of first hire. Within that probationary period said new hired employees shall not be entitled to any of the benefits provided in this contract, including grievance rights and rights of representation by the Union for discharge. However, the employee may avail himself of the grievance procedure for wage and hour grievances only. The Council, within its sole discretion, may discharge, discipline, or otherwise terminate any newly hired employees within the one hundred eighty (180) day period.

Any probationary employee whose employment is terminated and who is subsequently rehired in a different position shall be credited with one-half (1/2) of the time he served in the original probationary period. This provision does not apply to temporary employees.

Seniority will accumulate from date of hire if new hires complete their probationary period.

**Section 2: Seniority Definition**

**Police Department Seniority:** Police Department seniority shall be defined as the length of continuous full-time employment, commencing with the employee's last date of hire.

**Section 3: Seniority List**

The parties have agreed upon a seniority list and the Council agrees to furnish the Union with a current seniority list from time to time upon reasonable notice. The seniority list shall indicate the status of all bargaining unit employees. A notice of new employees shall be provided to the Unit Chairperson within thirty (30) days of the new employee's date of hire.

**ARTICLE VIII - LAYOFF AND RECALL**

**Section 1: Layoff**

Layoff means a reduction in the working force in any classification. Any layoff shall be accomplished in the following manner; provided, however, the Council shall have the right to make exceptions to the procedure set forth below where specific skill is required.

Layoff shall occur in a department according to Seniority with temporary/casual and probationary employees laid off first and continuing up to employees with highest Seniority. In the case of equal seniority the employees' time card numbers will be used to break the tie. The employee with the higher number will be lower in seniority. Licensed employees with seniority shall prevail.

Employees expected to be laid off for a period of more than fourteen (14) days shall have at least five (5) calendar days' notice of layoff. Notice shall be personally delivered to the affected employee or sent by registered mail to the employee's address of record. Employees to be laid off for a definite period of time of fourteen (14) days or less shall have at least one (1) calendar days' notice of layoff. All notices shall also be posted on the Union board within these required time limits.



The Council shall have the option to make temporary work force reductions in the form of requested time off. Requested time off shall occur in the same order of seniority within a department as a permanent layoff, but shall be limited to those employees scheduled to work on the day/days affected by the temporary reduction.

Employees in any department will be laid off in reverse order of seniority except the Council reserves the right to retain any employee if necessary to perform efficiently the remaining work scheduled. The Union shall receive prior notice when such action is taken.

Super seniority shall be granted to up to one (1) Local Union official provided they have regular direct responsibility for contract administration. Super seniority shall apply only with regard to layoff; provided, further, that the employee has the necessary qualifications and licenses to perform the remaining work.

The Council will extend health insurance benefits to employees on layoff for three (3) full months following the layoff. Thereafter employees will be required to pay the full premium.

### **Section 2: Recall Procedure**

When the working force is increased after a layoff it shall be accomplished in the reverse order of the procedure followed for the layoff. Notice of recall shall be sent to the employee at his last known address by certified mail, return receipt requested. It shall be the sole responsibility of any employee to keep his current telephone number and address on file with the Council. If any employee fails to report for work within five (5) days from date of mailing of notice of recall, he shall be considered a quit, unless excused due to an emergency condition.

### **Section 3: Loss of Seniority**

An employee's seniority and employment relationship with the Village Council shall terminate for the following reasons:

- (a) If he quits or retires.
- (b) If he is discharged for just cause.
- (c) If he is absent from work for three (3) consecutive working days, unless otherwise excused.
- (d) If he fails to report for work within five (5) working days following the mailing of notice of recall, unless excused due to an emergency condition.

- (e) If he fails to return on the required date following a leave of absence or vacation, unless otherwise excused.
- (f) If he is on layoff status consecutively for a period of eighteen (18) months or the length of his seniority, whichever is the lesser.
- (g) If the Police Department operation is permanently discontinued.
- (h) If the employee fails to maintain the minimum licenses and qualifications necessary to perform the job function.

**Section 4: Job Advancement**

Permanent job vacancies, whether for newly created positions or vacancies in existing positions, shall be posted for at least seven (7) days prior to filling the position. If an employee requests consideration for that position and is awarded that position, the employee shall be paid the rate of pay commensurate with the position. The Council shall award the job to the most qualified senior employee who can perform the required work. If no one from the Police Department Bargaining Unit applies for the position, the Council may award the position to a non-bargaining unit person.

Whenever an employee signs a job posting (a job bid) to transfer to a different job, there shall be a 30-day trial period during which the employee will be evaluated as to his or her ability to perform the job requirements. If the Council determines that the employee's performance is unsatisfactory or should the employee request to return, he shall return to the position last held before the transfer or promotion, with no loss of seniority or benefits.

**Section 5: Temporary Job Transfers**

The term "transfer," as used in this agreement, shall mean the reassignment of an employee to a position with different duties and responsibilities.

Nothing within this section shall require the Council to fill a temporary vacancy.

However, a temporary job or vacancy which is expected to operate for less than ninety (90) working days need not be posted. Jobs or vacancies expected to last more than ninety (90) days shall be posted, affording bargaining unit members the opportunity to bid on such jobs.

In the event a temporary vacancy is created and the employee requests reassignment to fill the temporary vacancy, the employee shall be compensated at the rate of pay for the job classification. If the employee does not request reassignment and is reassigned at the initiative of the Council, the employee shall retain his regular rate of pay.

When additional help is needed on a temporary basis to assist in another classification within the bargaining unit, to cover for the temporary absence of a bargaining unit member due to vacation, leave of absence, and/or illness, the Council reserves the right to make temporary transfers. The Council agrees to first solicit volunteers, and if volunteers are not obtained, the qualified employee who has the least seniority will be temporarily transferred. Employees who are temporarily transferred shall not suffer a reduction in wages, and, if the position has a higher applicable pay level, the employee will receive such rate while temporarily so assigned.

The above provision shall not apply for newly created positions.

**Section 6: Non-bargaining Unit Transfers**

An employee transferred to a non-bargaining unit job and who is later returned to the bargaining unit shall retain all seniority accumulated prior to the transfer and shall not accumulate seniority while employed in the non-bargaining unit job. The Council, however, shall determine in its sole discretion, the wages, hours, and conditions of employment of its non-bargaining unit employees. An employee, so transferred who retains a non-bargaining unit position for one hundred eighty (180) days or more shall lose his bargaining unit seniority.

**Section 7: Licensing**

The Council agrees they shall allow employees the opportunity to attend classes each year to maintain certification licenses needed to perform their job.

**ARTICLE IX - LEAVES OF ABSENCE**

**Section 1: Seniority Accumulation**

An employee shall retain, but not further, his seniority when on approved leave of absence for personal affairs. Credits toward vacation, sick leave, and other benefits shall not accrue during this period. However, in the event an employee shall request and receive an approved leave or extension thereof for medical purposes, seniority shall accumulate during such leave or extension and shall accrue credits toward vacation and other benefits. The Council shall not be obligated to hold open an employee's job upon any leave of absence extending beyond six (6)

months, except approved medical leaves for which the employee's job may be held open for up to one (1) year. A temporary employee may be hired for the duration of the approved leave, and the Union shall grant an extension to retain a temporary employee for the duration of an approved medical leave even if one hundred eighty (180) days' employment of the temporary employee is exceeded. The employee shall be returned to his classification upon his return to work. During such leave the vacancy may be filled by a casual employee.

**Section 2: Personal Leave**

Upon written request, the Council, in its sole discretion, may grant a personal leave of absence without pay for a period not to exceed forty-five (45) days after giving due consideration to staff and service requirements. An extension may be granted provided it is requested prior to the expiration of the original leave period. The absence shall not be given for the purpose of obtaining or working at other employment.

**Section 3: Military Leave**

A. Application for military service leave of absence shall be made to the Council in writing as soon as the employee is notified of his acceptance in military service and, in any event, not less than two (2) weeks prior to his scheduled departure. An employee on such leave shall be governed by the applicable Federal and State statutes.

B. Reserve Military Training. A full-time employee with seniority who is required to attend Reserve Military Training shall be granted a personal leave of absence for that period. In order to be eligible for this leave of absence, the employee must give the Council a minimum of two (2) weeks' prior notice of his training date and provide evidence of service during said period.

**Section 4: Jury Duty and Witness Leave**

An employee with seniority who is summoned and reports for jury duty or is subpoenaed and appears as a witness in court shall be granted a jury/witness duty leave of absence with pay for such period. An employee granted a leave of absence under this section who reports for jury/witness duty on a day the employee is otherwise scheduled to work shall be paid for each day spent performing jury/witness duty in an amount equal to the difference between the employee's straight time regular rate of pay for up to the number of straight time hours the employee was otherwise scheduled to work, exclusive of all premium pay, and the amount paid by the court or attorneys as a daily jury/witness fee (exclusive of mileage). No leave of absence or pay shall be paid to any employee who must appear in court either as a party plaintiff or defendant in a civil matter or as defendant in a criminal case. Additionally, it is the responsibility of the employee to do the following:

1. Give the Council prior notice as far in advance as possible that the employee has been summoned for jury/witness duty:
2. Furnish satisfactory evidence the jury/witness duty was performed at the summons of the court for the days the employee claims jury/witness duty pay; and
3. Return to work promptly if after summoned by the court the employee is excused from service and is able to return to work.
4. Additionally, for purposes of payment for jury/witness fee, it will be presumed that if the employee receives from the court or the attorney summoning the employee a jury/witness fee for one half (1/2) day the employee would be capable of returning to work for at least one half (1/2) day and therefore, the paid leave will be for only one half (1/2) day. In the event the employee is reimbursed from the court or attorney subpoenaing said employee for a full day's attendance the employee will be paid for a full day's leave of absence with the understanding the employee shall exercise every reasonable effort to return to work if reasonably practical. The employee must submit photocopies of all expense sheets, checks, or vouchers received for jury/witness duty prior to payment for this leave of absence.

**Section 5: Funeral Leave**

In the event of a death in his immediate family, a Village employee shall be entitled to a leave of absence. During such leave, the employee shall be paid his regular salary for a maximum of three (3) eight (8) hour shifts for the following family members: current spouse, child, current stepchild, mother, father, current stepmother, current stepfather, current mother-in-law, current father-in-law, brother, current stepbrother, sister, current stepsister, grandmother, grandfather, spouse's grandmother, spouse's grandfather, current son-in-law, current daughter-in-law, and grandchildren.

The employee shall be paid his regular salary for a maximum of one (1) eight (8) hour shift for the following family members: brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

Funeral leave will not apply to any employee who is on sick leave, vacation, or other type of leave. The days for which an employee may request and receive pay provided for in this section must be scheduled working days of the employee occurring within five (5) calendar days following the date of death.

**Section 6. Disability Leave/Sick Pay**

A. Disability Leave/Sick Day with Pay. All employees, upon completion of their probationary period, shall earn disability leave credits or sick day credits at the rate of eight (8) hours for each calendar month (12 days per year). Unused disability leave will be held in reserve and may accumulate up to a maximum of sixty (60) days. Disability leave pay shall be paid at the employee's straight time regular rate of pay, exclusive of all premium pay. Upon ending his/her employment with the Village, an employee will be paid in full for all earned unused sick days. It is the responsibility of an employee to notify his Supervisor or Manager of his illness as long as possible before his scheduled starting time. Prior to returning to work from an absence due to illness, accident, or maternity, the employee must notify his immediate supervisor. In addition, an employee may be required to present a doctor's statement of illness (including maternity) after three (3) consecutive days of illness, and his ability to return to work and perform the normal duties of his job.

Upon retirement of an employee, the Council will pay the employee at his regular rate of pay for all of the accumulated disability leave/sick days in the bank.

**Section 7: Personal Days (Time)**

All employees, upon completion of their probationary period and annually thereafter, shall be eligible for two (2) personal days (16 hours) each year.

Accrued personal time may be used at the discretion of the employee anytime during the year. However, to insure adequate staffing, the employee shall arrange for utilization of his personal time or day with his supervisor in advance of its use.

Personal time may not be accumulated and carried forward, and there shall be no payment for unused time at the end of the contract year. Personal time must be taken in at least one-half (1/2) hour increments.

**ARTICLE X - HOURS OF WORK**

**Section 1: Work Schedules**

It is recognized by the Union and the Council that the Police Department provides service on a seven (7) day a week, twenty-four (24) hour a day basis. In order that residents may receive the best possible service, schedules may require duty during weekends, holidays, evenings, and nights. The Council shall establish a regular work schedule, but this shall not restrict the Council

in adjusting the schedule with less notice when service requirements to the residents of Caseville necessitate the change

**Section 2: Work Period**

The normal work period shall consist of Monday through Friday of normally scheduled workdays with the workweek commencing at 12:01 a.m. on Monday morning and ending at 12:00 midnight on Sunday night.

The normal or defined work period is subject to modification as discussed in Section 1 above.

**Section 3: Work Shift - Lunch Period - Rest Period**

The normal Police Department work shift consists of eight (8) consecutive hours which shall include two (2) paid ten (10) minute rest periods which may be combined. This lunch/rest period may be staggered, when necessary to accommodate Police Department requirements. The Council shall establish a starting and quitting time for all shifts as established in Section 2 above.

**Section 4: Premium Pay - Compensatory Time**

Compensatory time is available to the employees as provided by State and Federal law. Additionally, compensatory time off must be approved in advance by the Supervisor or Manager and must be requested by the employee and may not be forced upon the employee in lieu of his normally scheduled workweek.

**Section 5: Overtime**

All employees shall work reasonable amounts of overtime when requested by the Supervisor or Manager. Schedules shall not be altered or changed to avoid payment of overtime. Overtime shall be paid at the rate of one and one-half (1½) times the regular hourly rate for any time over eight (8) hours per day or over forty (40) hours per week. All work performed on Sunday shall be paid at one and one-half (1½) times the regular hourly rate.

## ARTICLE XI - HOLIDAYS

### Section 1: Holiday Pay

All eligible full-time employees on the seniority list shall receive holiday pay for the following ten (10) holidays.

New Year's Day  
Good Friday (½ day to be taken in the afternoon)  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day (½ day to be taken in the afternoon).

Depending on the needs of the employee's department, the day of the week the holiday occurs, and the scheduled hours of work, the employee may be scheduled to work on a holiday. All eligible full-time employees with seniority shall be paid one and one-half (1½) times their regular hourly rate of pay for the holiday actually worked, on the recognized holiday, and, in addition thereto, they shall receive eight (8) hours of regular pay as holiday pay. In lieu of receiving the eight (8) hours of holiday pay for the holiday actually worked, the employee may, at his option, request an additional day off within the same pay period of the holiday and take that day off as his holiday while still receiving one and one-half (1½) times his regular hourly rate of pay for working the holiday.

All eligible regular part-time employees who are scheduled to work on a holiday recognized under this agreement shall receive one and one-half (1½) times their regular hourly rate of pay for the hours actually worked on the holiday and an additional one (1) hour regular rate of pay for each hour worked as holiday pay.

### Section 2: Holiday Eligibility

Eligibility for holiday pay for employees is subject to the following conditions and qualifications:

- A. In order to qualify for holiday pay, the employee must have seniority as of the date of the holiday; and



- B. The employee must not be on layoff or leave of absence status; and
- C. The employee must work his regular scheduled hours on the Agency's regularly scheduled day before or the regularly scheduled day after the holiday unless otherwise excused.
- D. If the employee is absent on vacation, he shall receive holiday pay for any recognized holiday which occurs during the employee's vacation, and he shall receive an additional day of vacation.
- E. An employee who is scheduled to work on a holiday but fails to report for work shall not be entitled to holiday pay unless otherwise excused.
- F. Employees shall not be scheduled in such a manner as to avoid payment for the holiday.

### ARTICLE XII - VACATIONS

All full-time employees are eligible for paid vacation benefits. The following schedule of eligibility is in effect during the course of this contract. After one (1) year of continuous service, one (1) week or forty (40) hours is authorized; after two (2) years of continuous service, two (2) weeks or eighty (80) hours is authorized; after five (5) years of continuous service, three (3) weeks or one hundred twenty (120) hours is authorized; after ten (10) years of continuous service, four (4) weeks or one hundred sixty (160) hours is authorized.

All employees are required to take their authorized vacation as time off with pay. Vacation requests are to be submitted to the Manager and/or Supervisor of the department at least two (2) weeks prior to the first day of vacation requested. The eligibility date for the vacation year shall be the individual employee's anniversary date.

Any employee who worked less than fifteen hundred (1500) hours as provided for above, shall be eligible to receive a pro-rated vacation according to the following schedule:

1400	hours but less than 1500 hours	11/12
1300	hours but less than 1400 hours	10/12
1200	hours but less than 1300 hours	9/12
1100	hours but less than 1200 hours	8/12
1000	hours but less than 1100 hours	7/12
900	hours but less than 1000 hours	6/12

800	hours but less than	900 hours	5/12
700	hours but less than	800 hours	4/12
600	hours but less than	700 hours	3/12
500	hours but less than	600 hours	2/12
400	hours but less than	500 hours	1/12

If the Council, because of war, emergency, pressures of business, and other unforeseen circumstances, deems it impossible to spare the employee from his work, the Council will have to pass a resolution to allow the employee to reschedule or receive vacation pay in lieu of time off. It is distinctly understood and agreed that an employee shall be entitled to vacation pay in lieu of vacation only under the conditions outlined above.

### **ARTICLE XIII - SAFETY & HEALTH PROGRAM**

#### **Section 1: Examination and Tests**

All employees applying for employment will be required to have a physical examination, as detailed by the Council policy (to be established) before being placed on the payroll. Employees agree to have such additional physical examinations as are required from time to time for the following reasons:

- A. For return to work after a worker's compensation claim or a protracted leave of absence for medical reasons.

Additionally, it is the intent of the parties to this agreement to establish a drug-free work place. The parties agree that drug abuse in the work place may create a dangerous environment for the health, safety, and welfare of all employees covered by this agreement, as well as all other persons in the Village.

Therefore, it is agreed as a policy that, in order to maintain a drug-free work place, the Council may require an employee to submit to drug testing after first notifying the appropriate Union representatives of the suspected drug abuse and the type of testing deemed necessary to identify the drug abuse in question.

After a positive result of any drug testing, the employee affected by the testing shall submit himself for substance abuse counseling and treatment, if necessary. Repeated violations of the drug policy may result in discipline and, ultimately, discharge if warranted.

The employee personally reserves the right to drug testing of his or her own choosing, to be paid for by the employee if the employee disputes the results of the Village's drug test program.

**Section 2: Proposed Safety Committee**

Safety involves the individual responsibility on the part of every employee. The Council and the Union expect all employees to be constantly aware of any action or condition which is or might be unsafe or careless and to act and work in a safe manner. The Union and the Council endorse safety, and all employees shall observe and abide by safety rules and regulations or otherwise be subject to disciplinary action.

The Union and the Council may each appoint one (1) member and one (1) alternate to serve on the joint Safety Committee. A copy of any reports on health or safety hazards shall be made available to the Union's representative whenever it is filed or resolved.

The Council shall provide appropriate job safety education and training to employees and shall provide the safety equipment and clothing necessary to protect employees, i.e., uniforms, coveralls, safety shoes, and safety glasses, rain gear, boots, and coats, and other equipment as provided in the current policy. Reimbursement by the Village in the amount of \$50.00 maximum for boots on one pair of boots per year.

Any employee working alone will notify supervision of his location and the expected duration of the assignment. When the employee completes the assignment, he will again notify the appropriate supervisor. In any hazardous working situation, an employee has the right to request that another employee be present. All disputes under this Section shall be referred to the Safety Committee for resolution of the first instance and, thereafter, to the grievance procedure if not resolved by the Safety Committee.

The Council shall be responsible for providing transportation for employees injured and who need transportation to appropriate medical facilities.

An employee injured on the job who is removed to a medical facility shall receive pay for his regularly scheduled hours, provided he is unable to return to work for that day.

## ARTICLE XIV - WAGES

### Section 1: Classification and Rates

Listed in Appendix A and incorporated herein are the straight time regular rates of pay for the respective classifications in existence on the effective date of this Agreement, and continuing throughout the second and third years.

### Section 2: Mileage

Mileage will be paid at the rate of twenty-nine cents (29¢) per mile.

## ARTICLE XV - MISCELLANEOUS

### Section 1: No Discrimination

There shall be no discrimination against any employee or employees either by the Council or the Union in regard to hiring, tenure of employment, or other conditions of employment because of race, color, creed, sex, age or religion.

### Section 2: Bulletin Board

The Village agrees to provide an area near the time clock for the Union to post one (1) bulletin board, such board to be reasonable in area. The Union shall be permitted to post notices of Union meetings, conferences, elections, and election results. Additionally, Union recreational and social events and Union appointments may be posted. The costs incident to preparing and posting of Union material will be borne by the Union. The Union is responsible for posting and removing its material on its bulletin board and for maintaining the bulletin board in an orderly and neat fashion. Additionally, the Union agrees to allow the Council to post required notices on the bulletin board, including job openings, advancements, etc.

### Section 3: Work Rules

The Council reserves the right to establish and publish, from time to time, rules and regulations not inconsistent with the terms of this Agreement and which it shall deem proper to govern the conduct of its employees. These shall include, but are not limited to, the rules of conduct currently in place. Employees shall be given copies of such rules and regulations. The Council shall inform all employees in writing of their established chain of command.

**Section 4:**            **Call In, Call Back Pay**

Call in pay shall be paid to the employee when the employee is requested or called back into work during non-scheduled times of the day which are not a part of the eight (8) consecutive hours of the regular workday. In the event an employee is called in or called back, the employee shall be guaranteed a minimum two (2) hours of pay. The call in or call back pay shall be paid at one and one-half (1½) times the regular rate of pay if said minimum two (2) hours is in excess of eight (8) hours per day or forty (40) hours per workweek. If the employee actually works more than two (2) hours, the employee shall be paid for all hours actually worked. If the employee works less than two (2) hours, the employee shall be paid for the minimum two (2) hour call back or call in.

**Section 5:**            **Validity**

If any provisions of this Agreement become invalid under existing or future laws, State or Federal, the remainder of this Agreement shall not be affected in any way. Those provisions which become invalid shall be renegotiated.

**Section 6:**            **Payday**

The payday shall be by or on Thursday by 3:00 p.m. every week. The Thursday paycheck shall represent the pay period ending the Wednesday before receipt of this check.

**Section 7:**            **Captions**

The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

**Section 8:**            **Waiver Clause**

It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Council and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain

collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by both parties.

## **ARTICLE XVI - DURATION**

### **Section 1: Termination**

This Agreement shall remain in force until midnight of March 31, 2001, and thereafter for successive periods of two (2) years unless either party shall, on or before the ninetieth (90th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless, before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof.

### **Section 2: Successors or Assigns**

This contract agreement shall be binding upon any successors or assigns of the Council, and no terms, obligations, and provisions herein contained shall be affected, modified, altered or changed in any respect whatsoever by the whole or partial consolidation, merger, sale, transfer or assignment of the Council or affected, modified, altered or changed in any respect whatsoever by any change of any kind of the management of the DPW.

### **Section 3: Personnel Files**

An employee shall be entitled to inspect and/or receive copies of his own records contained in his personnel file as defined in the Employee Right To Know Act, Public Act No. 379 of 1975

Arrangements to inspect the files will be made in advance with the Village Manager and/or Committee Chairman for a mutually convenient time.

The employee will pay any incremental copy costs for any copies requested.

**ARTICLE XVII - HEALTH, LIFE, AND PENSION BENEFITS**

**Section 1: Life Insurance**

The Council shall provide life insurance to eligible employees at no cost to the employee with a Ten Thousand Dollar (\$10,000) death benefit minimum.

**Section 2: Pension Program**

The Council shall continue the existing pension program for the duration of this contract.

**Section 3: Health Insurance**

The Council shall continue to provide health insurance to all eligible employees and their families comparable to the Blue Cross/Blue Shield policy in existence on the date of signing this agreement. The health insurance includes Master Medical, Three Dollar (\$3) prescription drug rider, and a Vision Rider A/80. This benefit shall be maintained to eligible employees for one year in the case of a Worker's Comp. Claim. (Group Policy No. 5262262000).

**Section 4: Sickness & Accident Insurance**

The Council shall provide Sickness & Accident Insurance to eligible employees at no cost to the employee as follows:

After seven (7) days of illness, the employee shall be eligible for \$175.00 per week, \$700 per month maximum for a maximum of six (6) months per occurrence.

**ARTICLE XVIII - RESIDENCY**

All employees within the Bargaining Unit shall reside within the Village of Caseville or within a ten (10) mile radius thereof as a condition of continued employment. Any employee hired after the effective date of this agreement must establish residency within one (1) year after completion of his or her probationary period.

Signed this \_\_\_\_\_ day of April, 1998.

VILLAGE OF CASEVILLE

UNITED STEELWORKERS OF AMERICA  
AFL-CIO●CLC

\_\_\_\_\_  
Frank Malosky, Chairman

\_\_\_\_\_  
George F. Becker, Int'l President

\_\_\_\_\_  
Richard Kunding

\_\_\_\_\_  
Leo W. Gerard, Int'l Secretary-Treasurer

\_\_\_\_\_  
Clyde Campbell

\_\_\_\_\_  
Richard H. Davis, Int'l Vice President

\_\_\_\_\_  
Leon Lynch, Int'l Vice President

\_\_\_\_\_  
Harry E. Lester, District Director

\_\_\_\_\_  
William R. Wittbrodt, Sub-District Director

LU 15157

\_\_\_\_\_  
John Gunsell, Unit Chairperson



**APPENDIX "A"**  
**WAGE SCHEDULE**

<b><u>Classification</u></b>	<b>Effective</b> <b><u>April 1, 1998</u></b>	<b>Effective</b> <b><u>April 1, 1999</u></b>	<b>Effective</b> <b><u>April 1, 2000</u></b>
Patrolman	\$ 13.43	\$ 13.75	\$ 14.01

Starting wages for all employees, except licensed personnel shall be as follows:

Starting wages	80% of base pay
After probation	85% of base pay
After completion of 1 year of service	90% of base pay
After completion of 2 years of service	95% of base pay
After completion of 3 years of service	100% of base pay

**MEMORANDUM OF UNDERSTANDING REGARDING RESIDENCY**

IT IS ACKNOWLEDGED, AGREED, AND UNDERSTOOD between the parties to this contract that the residency requirement shall only apply to employees hired after the effective date of this contract. However, current employees exceeding the permissible residency requirement shall not locate their residence further from the Village than the current distance from the Village to their existing residence. Further, should they have the opportunity to change residence, they are not required to move into the acceptable residency zone of being within a ten (10) mile radius of the Village.

DATED: \_\_\_\_\_

VILLAGE OF CASEVILLE

By: \_\_\_\_\_

Its \_\_\_\_\_

DATED: \_\_\_\_\_

INTERNATIONAL UNION, UNITED  
STEELWORKERS OF AMERICA,  
AFL-CIO-CLC

By: \_\_\_\_\_

Its \_\_\_\_\_



# United Steelworkers of America

AFL-CIO/CLC

## District 2

Central Michigan Sub-District

503 N. Euclid, Suite 10  
Bay City, Michigan 48706

(517) 667-0660 • (517) 667-0923 (Fax)

HARRY E. LESTER  
*District Director*

WILLIAM WITTBRODT  
*Sub-District Director*

April 17, 1998

Ms. June Kretzschmer  
Office Administrator  
Village of Caseville  
P. O. Box 1049  
Caseville, MI 48725-1049

Re: **Agreements for Signature  
DPW/Water Department and Police Department**

Ms. Kretzschmer:

Enclosed are four complete copies of each of the new agreements, with all the markings removed. Please distribute one copy of each to Frank Malosky, Richard Kundinger, and Clyde Campbell. The fourth copy of each is for your records.

Also enclosed are six extra signature pages for each agreement. Please ask the above-named three gentlemen to sign all these signature pages. By copy of this letter I am asking the Local Union Committee members to come to your office and sign all copies also. When completed, please return all twelve signature pages to me. Once the Steelworkers' International officers has signed, I will return completed copies to all parties.

Thank you for your assistance.

Sincerely,

*William R. Wittbrodt*

William R. Wittbrodt  
Sub-District Director

WRW:jlb

cc: LU 15157 Committee

C. Langley, J. Tait, P. Rowe, J. Gunsell

**APPENDIX "A"**  
**WAGE SCHEDULE**

<b><u>Classification</u></b>	<b>Effective</b> <b><u>April 1, 1998</u></b>	<b>Effective</b> <b><u>April 1, 1999</u></b>	<b>Effective</b> <b><u>April 1, 2000</u></b>
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After completion of 2 years of service	95% of base pay
After completion of 3 years of service	100% of base pay

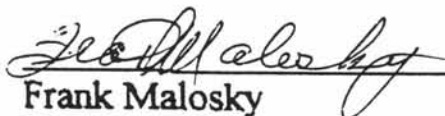
**AMENDMENT TO THE AGREEMENT  
by and between  
VILLAGE OF CASEVILLE  
and  
USWA, on behalf of Local 15157  
(for DPW/Water Department)**

The parties mutually agree to amend the Agreement which became effective April 1, 1998 as follows:

The Pension Plan as referred to in Article XVII - Health, Life, and Pension Benefits, Section 2, will be changed to MERS B-2, V-10.

Signed this 8th day of June, 1998.

VILLAGE OF CASEVILLE  
Caseville, MI

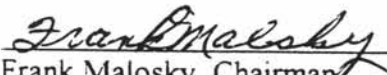
  
\_\_\_\_\_  
Frank Malosky  
Chairman

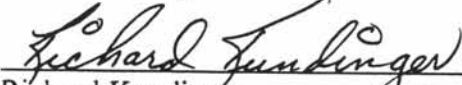
UNITED STEELWORKERS OF  
AMERICA, AFL-CIO-CLC

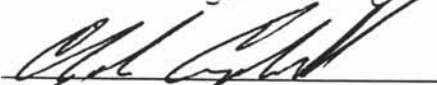
  
\_\_\_\_\_  
William R. Wittbrodt  
Sub-District Director

Signed this 27 day of April, 1998.

VILLAGE OF CASEVILLE

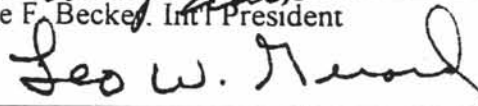
  
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Frank Malosky, Chairman

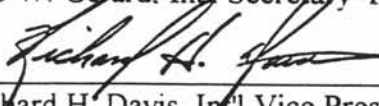
  
\_\_\_\_\_  
Richard Kunding

  
\_\_\_\_\_  
Clyde Campbell

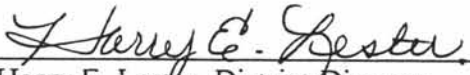
UNITED STEELWORKERS OF AMERICA  
AFL-CIO•CLC

  
\_\_\_\_\_  
George F. Becker, Int'l President

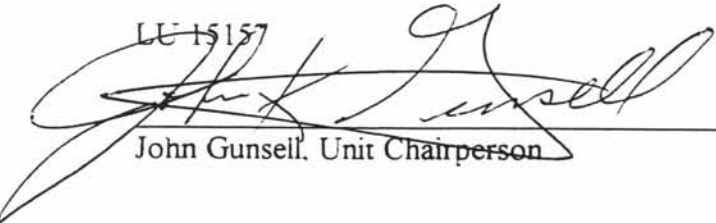
  
\_\_\_\_\_  
Leo W. Gerard, Int'l Secretary-Treasurer

  
\_\_\_\_\_  
Richard H. Davis, Int'l Vice President

  
\_\_\_\_\_  
Leon Lynch, Int'l Vice President

  
\_\_\_\_\_  
Harry E. Lester, District Director

  
\_\_\_\_\_  
William R. Wittbrodt, Sub-District Director

LU 15157  
  
\_\_\_\_\_  
John Gunsell, Unit Chairperson