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6/30/2003

COLLECTIVE BARGAINING AGREEMENT

between

THE VILLAGE OF HOLLY

and

POLICE OFFICERS LABOR COUNCIL

Holly, Village of



JULY 1, 1999 - JUNE 30, 2003

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AGREEMENT

THIS AGREEMENT, made and entered into and between the Village of Holly, Michigan, (hereinafter called the "Employer") and the Police Officers Labor Council, (hereinafter called the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Union and the employees and the community.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's establishing and maintaining proper service.

To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the Employer and the Union employees.

ARTICLE I - RECOGNITION

Section 1. Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts for 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours worked, wages, hours of employment, and other conditions of employment for the term of this Agreement in the following unit.

Section 2. The Unit shall include all employees (members) of the Village of Holly Police Department, but excluding part-time employees working no more than ninety-six (96) hours in a twenty-eight (28) day posted schedule, Sergeants and other Supervisors.

ARTICLE II - AID TO OTHER UNIONS

Section 1. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose for undermining the Union.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. Subject to the provisions of this Agreement, the Employer, on its own behalf and on the behalf of the electors of the district, reserves unto itself full rights, authority and discretion in the discharge of its duties and responsibilities to control, supervise and manage the Village of Holly, unless abridged or limited by this Agreement. In order to conduct its business efficiently, the Employer shall have the following rights:

- A. To discontinue, temporarily or permanently, in all or in part, conduct of its business and operation;
- B. To decide on the nature of materials, supplies, equipment or machinery to be used and the price to be paid;
- C. To subcontract any or all of the processes, facility maintenance or location of service work;
- D. To select the work force in accordance with the requirements determined by management;
- E. To transfer, promote or demote employees;
- F. To lay off, terminate, discharge, discipline or otherwise relieve employees from duty for lack of work;
- G. To direct and control the work force and discipline employees for violation of Departmental rules or regulations;
- H. To establish rules governing employment and working conditions;
- I. To determine the size of the work force, including the number of employees assigned to any particular operation or time period;
- J. To establish a code of conduct for the Police Department;
- K. To establish the work pace and the work performance levels;

- L. To establish, change, combine, or abolish job classifications and the job content of any classification;
- M. To determine the length of the work week and when or if overtime shall be worked, and to require reasonable overtime, if needed;
- N. To take whatever action may be necessary to carry out the duties and responsibilities of the Municipality in situations of emergency, crisis, disaster or other unusual events.

Section 2. All other rights of the Employer are also expressly reserved, even though not enumerated above, unless they are limited by the clear and explicit language of some other provision of this Agreement.

Section 3. The rights of the Employer enumerated above and all other rights of the Employer not limited by the clear and explicit language of a clause of this Agreement are not subject to the binding arbitration procedures of this Agreement.

Section 4. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement and executed in the same manner as this Agreement.

ARTICLE IV - REPRESENTATION

Section 1. The Employees shall be represented by a Chief Steward, or in the absence of the Chief Steward, by the Alternate Steward, who shall be a regular seniority employee on one of the respective shifts.

Section 2. The union shall certify, in writing, the names of the Chief Steward and Alternate Steward upon their election or appointment by the Union.

Section 3. During overtime periods where three (3) or more employees are assigned, but in which the Chief Steward or Alternate Steward is not working, the Union Business Agent, upon notification, may designate one of the working employees as an appointed temporary steward. The name of the appointed steward will be furnished, in writing, to the appropriate supervisor.

Section 4. The Chief Steward shall be allowed reasonable time to investigate and process grievances during his scheduled working hours without loss of pay provided his absence will not interfere with his duties nor jeopardize the health, safety or welfare of the citizens of Holly.

Section 5. Such arrangements shall be made within a reasonable period of time. The Chief Steward shall notify his immediate supervisor upon his return to work. The above privilege is extended to the Chief Steward with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

Section 6. When the Chief Steward is unavailable, the Alternate Steward shall act in his stead.

Section 7. Each calendar year the Chief Steward shall receive two (2) days off, with pay, for Union business. Said days shall be granted upon written notification by the Union to the Employer.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A grievance under this contract is a dispute, claim or complaint arising under and during the term of this labor contract. It may be filed by either the Union or an employee covered by this Agreement. Grievances are limited to matters of interpretation or application of this contract. Every grievance, unless stated otherwise, will proceed through the following steps:

STEP I - Verbal/Chief. The grieving party will submit his contentions verbally to the Chief of Police within five (5) days of occurrence, or when the conditions surrounding the grievance become known to that party. The Chief of Police will have five (5) days to give a verbal answer.

STEP II - Chief Administrative Officer. If the grievance is not resolved in Step 1 it will be submitted to the Chief Administrative Officer of the Employer within five (5) days. The Chief Administrative Officer of the Employer will respond in writing within five (5) days.

STEP III - Grievance Committee. If the grievance is not resolved in Step 2, a grievance committee consisting of the Chief of Police, Chief Administrative Officer for the Employer and the Union Representative shall review the matter within ten (10) days.

STEP IV - Mediation. If the grievance is not resolved in Step 3, either party may submit the grievance within seven (7) days to mediation with the Michigan Employment Relations Commission.

STEP V - Arbitration. Within ten (10) days of the Mediator certifying an impasse, either party may apply for arbitration with the American Arbitration Association, the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission. Decision of the Arbitrator shall be binding on all parties. Cost of arbitration shall be paid by the losing party, except each party shall bear

the costs of its own legal counsel and witnesses. The arbitrator shall be limited to the application, meaning and/or interpretation of this Agreement and have no authority to add to, subtract from or amend the provisions of this Agreement.

Section 2. Grievances will automatically progress to arbitration if Management does not answer in the stated times.

Section 3. Overtime grievances settled between the employee and the employer pertain only to that employee. Hours agreed upon, worked or not, shall not go on the overtime list.

ARTICLE VI - DISCIPLINE

Section 1. It is mutually agreed that rules and regulations shall be written and administered in a fair and equal manner.

Section 2. The Employer will state the method of discipline within the department and assure that all rights and guarantees are provided. The Employer agrees that in imposing discipline, the Employer will act in a fair, consistent and equitable manner and any punishment will be related to the offense committed with due regard to the circumstances of the case. An employee may consider himself/herself aggrieved by any discipline proposed and may raise such grievance through the authorized grievance procedure.

Section 3. Discipline resulting in a suspension of over three (3) days or discharge may, within ten (10) days, be appealed to either a Trial Board or Step 4 of the grievance procedure. The result of any Trial Board may be appealed directly to arbitration, however, the arbitrator may only consider evidence, testimony, witnesses, issues, etc., that have been heard at the Trial Board as reflected in the transcript of the Trial Board.

Section 4. Charges of Violation of Rules and Regulations. Departmental process must be brought about within twenty (20) days of: (a) said occurrence, or, (b) after the completion of the Departmental investigation.

Section 5. The Employer shall supply a tape recorder for all trial boards, but any copies of tapes requested shall be supplied at the expense of the requesting party. All tapes made shall be maintained for three (3) years unless the parties hereto agree to an earlier date for disposal.

Section 6. The Employer agrees that, in general, it will follow the principles of corrective and progressive discipline. In respect to minor offenses, that first there shall be a verbal warning, then a written reprimand, then time off, and then discharge.

Employees shall be notified of disciplinary action and/or all reprimands being placed in their personnel file as follows:

- The employee shall be furnished a complete copy.
- The employee shall sign the original, prior to being placed in their file, indicating receipt of employee copy.
- Verbal reprimand documentation shall be removed from the employee's personnel file one (1) year from the date of said reprimand if there is no further disciplinary action related to the original charge during that period of time.
- Employees shall have the right to petition the Chief of Police for removal of written reprimands from their personnel file one (1) year from the date of said reprimand.

Section 7. No warning notice need be given in cases where cause for suspension or termination is dishonesty, drunkenness, use of narcotics, or for any member who has been served with a warrant for High Misdemeanor or felony, or has been indicted by a Grand Jury, and he/she may be suspended forthwith and may be with or without pay.

Section 8. Nothing contained in this Agreement shall be construed to which he or she may be entitled under the provisions of the Charter of the Village of Holly, County of Oakland, Michigan.

ARTICLE VII - BILL OF RIGHTS

Section 1. It is recognized that the citizen's complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in a expeditious and professional manner. Further, that the Constitutional Rights of those individuals involved shall be preserved.

Section 2. Whenever a member of the bargaining unit is under investigation for violating department rules and regulations, and subject to examination to questioning by his commanding officer for any reason which could lead to disciplinary action, the member under investigation shall be informed of the nature of the investigation and receive written charges or accusations and have reasonable time to discuss their rights under the provision of this paragraph.

Section 3. The Steward and/or other representatives of the Union shall have the right to be present and, if requested by a member, to represent the member at each and all levels of disciplinary proceedings, including trial board proceedings. Before any member shall be required to make any written statement or written reply pertaining to

any alleged violation of work rules or regulations on the part of a member of the bargaining unit, the matter shall first be discussed between the member and his commanding officer. The member shall have twenty-four (24) hours after such meeting to make the written statement, and such statements not pertaining to his participating or witnessing or having knowledge of criminal acts shall be made voluntarily by the member. This shall not pertain to departmental report forms and statements required by the Village of Holly in defending itself from civil, criminal or administrative action against the Village.

Section 4. An employee who is advised that he is alleged to have been guilty of misconduct or incompetency and is therefore requested to resign, shall be given an opportunity to consult a representative of the Union before executing the resignation. A reasonable period of time shall be afforded for such purpose not to exceed forty-eight (48) hours.

ARTICLE VIII - PERSONNEL FILE

Section 1. An employee covered hereunder shall, on his request and by appointment, be permitted to examine his personnel files. No material derogatory to an employee covered hereunder shall be placed in his personnel file unless a copy of same is provided the employee.

Section 2. Personnel file information shall not be made public except upon on waiver of or direction of the employee or pursuant to a lawful court order. For purposes of privacy, members shall be allowed to use the department address as personal address on all reports, complaints and testimony arising out of the course of his employment.

ARTICLE IX - MEETINGS

Section 1. Union Meetings. Upon approval of the Chief of Police, the Union may schedule and conduct its meetings of Union members who are not on duty on police department property, provided that it does not disrupt the duties of employees or the efficient operation of the Department.

Section 2. Monthly Meetings. The Employer and representatives of the Union agree to meet as often as monthly or when mutually agreeable at a mutually convenient time to discuss working conditions which are general in nature and may affect the entire department. Such issues would be those which would improve the relationship between the parties and to discuss procedures for avoiding future grievances. Further, such meetings shall include discussions and recommendations to implement safety procedures as it relates to the equipment used by the members of this bargaining unit as supplied by the Employer.

Section 3. Special Conferences. Special conferences for important matters will be arranged between the Union and the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union and either party may designate one (1) or more outside representatives to act on its behalf.

Section 4. Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The matters taken up in special conference shall be confined to those included in the agenda except upon mutual agreement by both parties.

ARTICLE X - GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin political affiliation or dependents of the employee. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement.

Section 2. All references to employees in this Agreement designate both sexes and where ever the male gender is used, it shall be construed to include both male and female employees.

Section 3. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 4. Union Bulletin Board. The Employer agrees to furnish and maintain one (1) suitable, locking Union bulletin board in a convenient place. The union shall limit its posting to such matters that pertain to union business and activity.

ARTICLE XI - LEAVES OF ABSENCE

Section 1. Eligibility Requirements. Seniority employees shall be eligible for leaves of absence.

Section 2. Application for Leave. Any request for leave of absence shall be submitted in writing by the employee to the Chief of Police. The request shall state the reason the leave of absence is being requested and the length of time. If approved by the Chief of Police, the initial period of leave shall not exceed ninety (90) days, subject to one (1) extension so that the total time of leave does not exceed one hundred eighty (180) days. Benefits are suspended for leaves exceeding ninety (90) days. Such leaves are one (1) per three (3) year period.

Section 3. In addition to retaining seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to work according to seniority. However, seniority shall not accrue during such leave of absence.

ARTICLE XII - WAGES

Section 1. Wage Schedule. Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked "Appendix A". The attached wage schedule shall be considered a part of this Agreement. When any position not excluded from the bargaining unit and listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position upon notification to the Union.

Section 2. Pay Period. The salaries and wages of employees shall be paid bi-weekly. In the event this day is a holiday, the preceding day shall be the pay day.

ARTICLE XIII - SENIORITY, TRANSFERS, LAYOFF AND RECALL

Section 1. New employees shall be hired for a probationary period of one (1) year. However, normal fringe benefits provided elsewhere in this agreement shall be granted upon satisfactory completion of ninety (90) days employment. New employees, during probationary period may be dismissed for cause or no cause.

Section 2. Employees who are granted promotion shall serve a one (1) year probationary period. During the probationary period, the employee shall have the opportunity to voluntarily revert to the former classification at its current rate of pay without any loss of seniority.

Section 3. Seniority shall not be affected by race, sex, marital status or dependents of the employee.

Section 4. The seniority list on the date of this agreement will show names and job titles of all employees entitled to seniority.

Section 5. The Employer will keep the seniority list up to date at all times and furnish a copy to the Union upon request.

Section 6. An employee will acquire seniority upon the successful completion of the probation period and employees will be granted seniority retroactive to the date of hire as a full-time employee.

Section 7. Seniority Accrual. An employee whose employment has not been terminated by resignation, discharge or death and whose seniority has not been lost will accrue seniority in these cases:

- A. While actively at work
- B. While on holiday or vacation
- C. Or that part of any leave for military service preceding any voluntary extension of such leave and has a statutory right to re-employment.
- D. For the duration of any absence due to illness or disability so long as he complies with the condition of such leave.

Section 8. Seniority Retention. An employee whose employment has not been terminated by resignation, discharge or death and whose seniority has not otherwise been lost will retain but not accrue seniority in these cases.

- A. On leave of absence so long as he complies with the conditions of such leave.
- B. For one (1) year after promotion or assignment to a position not covered by this Agreement.
- C. Up to one (1) year on layoff.

Section 9. Seniority Loss. Except as otherwise stated in this Article, an employee will lose seniority and all re-employment rights by:

- A. Resignation
- B. Discharge, unless voluntarily remitted by the Employer or vacated by a valid arbitration award either accepted by the Employer or judicially confirmed.
- C. After one (1) year on continuous layoff.
- D. Absence from work without notifying the Employer reasonably in advance or without providing a reasonable and valid excuse.
- E. Failure to report to work on schedule from vacation, leave of absence or disciplinary suspension without notifying the Employer reasonably in advance or without providing a reasonable and valid excuse.
- F. After one (1) year of absence for illness or disability.

Section 10. Seniority Application. Seniority will apply separately in each classification to:

- A. Layoff
- B. Recall
- C. Vacation time preference.

Section 11. Seniority-Layoff Procedure. The Employer will lay off employees in inverse classification seniority order, subject to the ability of such senior employee to satisfactorily perform the work available in another classification to displace any junior employee in that classification. The Employer will recall laid off employees in that classification seniority order subject to the ability of the senior employee to do the work available. No member of the bargaining unit will be subject to layoff as a result of economic conditions until such time that the Village has ceased utilizing part-time employees, and, further, the Village agrees that no part-time employees will be utilized while a member is on economic layoff. Employees hired under "grant" dollars and upon expiration of those dollars and subsequent layoff of those employees, the Employer can maintain its part-time employees. Auxiliary officers shall not be used by the Employer except to perform crowd control and/or traffic control during Village celebrations or emergencies declared by the Village President.

Section 12. Seniority Recall Procedure. The Employer will recall an employee from layoff by certified mail to the employee's address as shown on the last payroll record which the Employer has in its records. This notice will specify a date and time not earlier than ten (10) days from its mailing date for the employee to return to work. The employee will, by letter mailed within five (5) days from the mailing date of such notice, notify the Employer that he/she accepts such recall. If he/she fails to notify the Employer, his/her seniority rights will terminate and he/she will be deemed to have resigned.

Section 13.

- A. The Employer and the Union recognize that dispatcher and police officer are separate jobs. If in the event a dispatcher is hired as a police officer, then that individual will accrue seniority as a police officer from the date of hire as a police officer, except that he shall carry over that seniority accrued as a dispatcher for the purpose of vacation, pension or any other benefit predicated upon seniority.
- B. In the event of a layoff, a police officer will not have the ability to displace (bump) a dispatcher, nor will a dispatcher have the ability to displace (bump) a police officer.

ARTICLE XIV - WORKING HOURS

Section 1. The normal work week shall be forty (40) hours in any calendar week. All paid leave shall count as working. The leave days shall be twenty-four (24) hour days.

Section 2. Part-time personnel shall work no more than ninety-six (96) hours during a twenty-eight (28) day period.

Section 3. The workday for dispatchers shall commence with the start of the first shift and shall consist of three (3) shifts as required in twenty-four (24) hours. The workday for detectives shall be eight (8) hours continuous hours in a given twenty-four (24) hour period and shall start between the hours of 6:00 a.m. and 11:00 p.m. Any hours in excess of the eight (8) hour day shall be paid at the overtime rate and detectives shall have a minimum of eight (8) hours off between shifts. Detectives will normally work five (5) days on with two (2) consecutive days off.

Section 4. Dispatchers and uniform patrol officers shall be assigned to permanent shifts. Members shall select their shifts within their respective classification for eighty-four (84) day periods, (four {4} shift selection periods within each year). Said shift selection and assignment shall be based upon the members seniority.

Dispatchers days off shall rotate from Tuesday/Wednesday to Thursday/Friday to Saturday/Sunday to Sunday/Monday each twenty-eight (28) day period. Swing shift dispatcher will rotate like the other dispatchers.

Uniform patrol officers days off shall rotate from Tuesday/Wednesday to Thursday/Friday to Saturday/Sunday each twenty-eight (28) day period. Except in the event of a declared emergency, and as provided for in Section 14 of this Article, any change in shift scheduling shall be negotiated between the Union and the Employer.

Section 5. In the event the Patrolman-Investigator position becomes vacant, the Chief of Police will choose a uniformed officer to fill the position based on the officer's qualifications and ability to perform the assignment. The Chief of Police will not be capricious or arbitrary in his selection. The officer will work the Patrolman-Investigator assignment for a minimum of six (6) months or until their services are needed in the uniform division.

Section 6. During the first one hundred and sixty-eight (168) day period after first being assigned to the Patrolman-Investigator position, and during the first one hundred and sixty-eight (168) day period after a permanent change in the Patrolmen-Investigator's shift assignment and/or days off schedule, the officer will be allowed to protect a total of six (6) leave days. These leave days will not be changed for any reason. However, during the one hundred and sixty-eight (168) day period, no more than three (3) days may be protected in any one twenty-eight (28) day shift period.

Section 7. A regular shift shall be eight (8) hours. Each employee shall be granted two (2) coffee or rest periods not to exceed (20) minutes, ten (10) minutes each, and a thirty (30) minute lunch period within an eight (8) hour period when applicable.

Employees shall report at the designated time prepared for duty.

Section 8. Overtime other than court time or emergency overtime will be equalized among employees working in the same classification on a weekly basis. Low hour employees will have first call and their refusal or absence shall be considered the same as time work. If an employee is asked to work a particular shift a second or subsequent time, he shall only be charged once for overtime. Known overtime within a twenty-four (24) hour period shall be offered to members first. In the event that overtime is not filled, low seniority employee(s) will be "ordered" in to work.

Section 9. An overtime list shall be kept up to date in all building or units.

Section 10. There shall be no pyramiding of overtime or premium pay.

Section 11. Employees shall be paid at the rate of time and one-half (1-1/2) for each hour worked in excess of forty (40) hours in a normal work week and in excess of eight (8) hours per regular work day.

Section 12. Employer must go through the entire overtime list before the two (2) lowest overtime employees can split an eight (8) hour shift. As in the past, the two (2) lowest employees who split a shift shall be charged eight (8) hours each (4 hours worked, 4 hours refused).

Section 13. In the event a "double shift" (16 hours continuous) arises out of overtime, the employer will make every attempt for an employee not to work an excess of 12 hours continuous (Note: Employee still has option to work 16 hours). Overtime in excess of 24 hours per week shall be at the option of the employee. There shall be no mandatory or ordered overtime in excess of 24 hours unless an emergency is declared pursuant to the applicable provisions of the collective bargaining agreement. Employees are not allowed to work consecutive "back to back" 16 hour shifts (Example: Day 1, 16 hours - Day 2, 16 hours - Day 3, 8 hours).

Section 14. Employer may change an employee's shift for school, seminars, and courses of instruction.

Employer may also change an employee's shift for two (2) occurrences, not to exceed five (5) days per occurrence per contract year.

Section 15. Detective. Treated as a special assignment for a duration of 3 years with no limit on re-appointments and shall NEVER be considered a permanent classification or a promotion.

Not part of the police officer classification for overtime, including ordered in road patrol overtime.

Wages 5% higher during assignment.

Modify Section 14, Article XIV Working Hours where the employer may change the Detective's shift for four (4) occurrences, not to exceed ten (10) days per occurrence per contract year at the current Detective Salary.

Section 16. School Liaison Officer. The school liaison position is appointed by the Chief of Police. The officer appointed is reviewed annually with no limits on reappointment. The school liaison officers wages shall be commensurate with the contractual year/grade position schedule occupied by that officer.

The school liaison officer will not be part of the police officer classification for purposes of overtime, including ordered in overtime for road patrol except for winter, spring, and summer school vacation period. At the time of assignment to a regular shift, overtime hours will be averaged to establish a beginning point.

During summer school vacation, the officer will be assigned to shift 3, 4, or 1 as determined by the Chief of Police. During winter and spring school vacations, the officer will be assigned to a shift as determined by the Chief of Police. Scheduling of working hours during the school year, to include in service days prior to opening of school to students, will be flexible and determined by the Chief of Police Or his designee. The school liaison officer acknowledges that all aspects of law enforcement as well as teaching assignments are involved. Involvement with all grade levels is part of the appointment requirements. Adjustments to instructional presentations will be based on the curriculum policy established by the Holly Area Schools.

The parties agree that the chief of Police shall only appoint as school liaison officer those qualified employees who volunteer for the position. If no qualified member of the bargaining unit applies for the position, the village may fill the position from outside the bargaining unit.

ARTICLE XV - COURT AND CALL IN TIME

Section 1. Court time. Officers who are required to spend additional time in court beyond their normal working hours shall be given compensatory time off, providing manpower is available as determined by the Employer, or shall be paid for such hours. Officers will receive a minimum of two (2) hours for a court appearance starting with the time officer is required to appear in court and ending with the time the officer is released from his court obligation by competent court authority. The Employer will make every reasonable effort to provide transportation for court appearances outside the Village. The employer will make every reasonable effort to return the officer to the

work place without unnecessary delay to him upon their release from court. (Officers shall have the option at their choice, as stated above, of receiving pay at time and one-half (1-1/2) or be given compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of overtime earned.)

Section 2.

Call-In Pay. Officers who are called in to work shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) rate.

Stand-By Pay. Officers who are required by a Competent Authority to go on "Stand-By" status (a requirement to make himself available for immediate call-in at any time), shall be paid three (3) hours at their regular hourly rate for all hours placed on stand-by in any twenty-four hour period. This payment shall not apply to any situation where the officer is called in to work during the first three (3) hours of stand-by status in which case the officer shall be compensated only for Call-In pay under the first paragraph of this section.

Section 3. Members who work overtime have the option of being paid overtime at a rate of one and one-half (1-1/2) hours for each overtime hour worked or banking one and one-half (1-1/2) hours for each overtime hour worked in a compensatory time bank up to a maximum of thirty-two (32) hours. Payment for the banked compensatory time may be taken at the option of the member on any regular paycheck, but shall be paid at the rate of pay in effect when the hours were worked. Members may take compensatory time off at a time when it is mutually agreeable between the member and the Chief of Police and shall be paid at the then current rate. Employees shall give eight (8) days advance notice prior to the use of accumulated compensatory time. Compensatory time off must be taken within six (6) months of the time worked.

Compensatory time attached to scheduled leave days shall protect the leave days for overtime purposes. Compensatory time shall be considered to be twenty-four (24) hours for purposes of scheduling overtime.

Employees with compensatory time in excess of thirty-two (32) hours as of June 30, 2000 shall be paid at a rate of 100% per day as soon as administratively feasible.

ARTICLE XVI - PERSONAL & SICK LEAVE

Section 1. Employees shall earn and accrue one (1) day per month per year for sick leave. The days provided herein will be carried over from one year to the next, if not used, to a maximum of sixty (60) days. The only monetary value that banked sick days will have is that upon resignation or other termination, while in good standing, of employment, one half (1/2) of all unused sick days will be paid back to the employee. Employees must have a minimum of 20 days in their sick bank to qualify for this benefit.

i.e.: 32 banked sick days, employee paid for 16 days
 18 banked sick days, no payment is made to the employee.

Employees shall be paid at the earned rate, on a yearly basis, not later than the first pay period in August for all days accrued, but not used, over the sixty (60) day bank maximum at the rate of fifty percent (50%) for each day, i.e., twelve (12) days accrued but not used, employee receives six (6) days pay.

It is understood between the parties to this agreement that sick leave is a considered to be a privilege which is to be utilized only in case of actual illness or injury to the employee or a member of the employee's immediate family living in the employee's household. If the Chief of Police can document a pattern of abuse of sick leave on the part of any employee, the Chief may require the employee to provide a physician's certificate for any future absences due to illness or injury. In any event, any employee who is absent three (3) or more consecutive work days shall be required to produce a physician's certificate indicating the reason for the absence.

Section 2. Officers who are injured as a result of action in the line of duty shall receive their normal, straight time take home pay for a maximum of one (1) year for the applicable days off work due to injury or illness in the line of duty. The Employer shall add any sums received by the employee by way of Worker's Compensation benefits so as to fulfill the intent of this Section. Accumulated sick days will not be reduced due to on-the-job injury or illness.

The Employer will continue insurance coverage as provided for in this agreement for employees who are on duty disability status. (Worker's Compensation)

Section 3. The Employer will provide sick and accident insurance to provide fifty-five (55%) percent of the employee's regular pay effective on the first (1st) day after any accident or the eighth (8th) day of any illness or sickness.

Effective January 1, 1988, the coverage shall increase to sixty-six and two thirds percent (66-2/3%) of the employee's regular gross pay.

Section 4. Employees shall be granted three (3) days personal leave during a contract year. They must be used in the contract year. A request for such leave must be given to the Employer three (3) days in advance. Scheduled leave days are not "protected" in reference to personal days.

Section 5. The above provisions of Section 1, 2 and 3 shall be operative after six (6) months employment for all new employees.

ARTICLE XVII - FUNERAL LEAVE

Section 1. If a death occurs among the members of the employee's immediate family as defined below, the employee shall be excused from work without loss of pay or time for five (5) full working days from the date of death.

Section 2. The immediate family shall be interpreted in the agreement to include: Spouse, Father, Mother, Sister, Brother, Child, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law, Grandparents or Grandchildren.

Section 3. Two (2) working days is allowed with pay for the following relatives of the employee: Grandparents-in-law, Aunts, Uncles, Brother/Sister-in-law, or those who have stood in Local Parents to the employee or spouse.

Section 4. Additional time without pay may be allowed at the discretion of the Employer.

ARTICLE XVIII - LIFE INSURANCE

Section 1. The Employer agrees to maintain (effective 3/1/96 or as soon as possible) at its sole expense during the term of this Agreement, for those employees having completed ninety (90) days of service and actively working for the Employer, a group insurance policy providing life insurance for all seniority employees covering the life of the employees in the principal sum of \$50,000.00 (DOUBLE INDEMNITY) payable to the beneficiary named by the employee with the right reserved in the insured employee to the change the beneficiary.

ARTICLE XIX - FALSE ARREST INSURANCE

Section 1. The employer will indemnify and provide to the employee, such legal assistance as will be required or needed as a result of acts occurring when and while said employee is in the lawful performance of his/her duties and responsibilities. The Employer will provide insurance coverage for the employees for claims made as a result of act occurring in the performance of the employee's job.

ARTICLE XX - HOSPITALIZATION INSURANCE

Section 1. The Employer agrees to furnish each full-time employee and their dependants with Blue Cross/Blue Shield Community Blue Option 1 Plan with \$10/\$20 generic/brand and mail order prescription (MOPD) rider, and \$500 preventative service provision, effective as soon as administratively feasible.

Section 2. (NEW) Cash Option - An employee, after verifying to the Employer that he/she is covered by health insurance through his Spouse, may elect not to participate in the health insurance plan currently offered to employees in the bargaining unit. Commencing 7-1-00, those employees who elect not to participate in such plan, shall be paid the sum of twenty-four hundred (\$2,400) dollars annually on June 1 of each year. Said payment shall be prorated on the basis of two hundred (\$200) dollars per month commencing on the month an employees participation in the plan terminates.

If an employee elects not to participate in the health insurance plan, he/she will not be allowed to re-enter the plan until the regular scheduled enrollment period. However, if an employee loses health insurance coverage through his/her spouse, the employee will be allowed to re-enter the health insurance plan offered by the employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.

NOTE: This provision replaces the insurance reimbursement letter of understanding attached to 1996-1999 contract.

ARTICLE XXI - OPTICAL & DENTAL INSURANCE

Section 1. The Employer agrees to furnish each full-time employee and their dependants with Blue Cross/Blue Shield Dental Option 2 and Vision VCA 80 effective 7-1-00.

ARTICLE XXII - HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

New Years Eve Day	Christmas Day
New Years Day	Good Friday
Labor Day	July 4th
Thanksgiving Day	Presidents Day
Day after Thanksgiving	Employees Birthday
December 24th	Memorial Day

Section 2. To be paid the first pay period in November whether worked or not.

Section 3. A member normally scheduled to work on a holiday (traditional day) will receive an additional four (4) hours pay in their regular pay date following the holiday. Overtime on a holiday (traditional day) will be paid at the rate of one and one-half (1 1/2). "Ordered" in overtime on a holiday (traditional day) will be paid double-time.

Section 4. Members of the Detective Bureau who are allowed to take a holiday off (not as a regular leave day), shall not qualify for such holiday premium pay.

ARTICLE XXIII - VACATIONS

Section 1. Employees on the active payroll who have one (1) year seniority on their anniversary date of hire shall receive forty (40) hours pay plus the same amount of time off to the needs of the Employer.

Section 2. Employees on the active payroll who have two (2) years seniority on their anniversary date of hire shall receive eighty (80) hours plus the same amount of time off subject to the needs of the Employer.

Section 3. Employees on the active payroll who have five (5) years seniority on their anniversary date of hire shall receive one hundred twenty (120) hours pay plus the same amount of time off subject to the needs of the Employer.

Section 4. Employees on the active payroll who have ten (10) years seniority on their anniversary date of hire shall receive one hundred sixty (160) hours pay plus the same amount of time off subject to the need of the Employer.

Section 5. Employees on the active payroll who have sixteen (16) years seniority on their anniversary date of hire shall receive an additional eight (8) hours pay plus the same amount of time off subject to the needs of the Employer. Eight (8) additional hours shall be received each year not to exceed two hundred (200) hours.

Example: 16 years -- 168 hours
 17 years -- 176 hours
 18 years -- 184 hours
 19 years -- 192 hours
 20 years -- 200 hours

Section 6. Employees on the active payroll who have twenty-one (21) years seniority on their anniversary date of hire shall receive an additional eight (8) hours pay plus the same amount of time off subject to the needs of the Employer.

Employees on the active payroll who have twenty-three (23) years seniority on their anniversary date of hire shall receive an additional eight (8) hours pay plus the same amount of time off subject to the needs of the Employer.

Employees on the active payroll who have twenty-five (25) years seniority on their anniversary date of hire shall receive an additional eight (8) hours pay plus the same amount of time off subject to the needs of the Employer.

Section 7. Vacation period selection; between January 1st and May 31st of each calendar year, vacations shall be selected by bargaining unit seniority, high to low, within classifications. Vacation selection between June 1st and December 31st of each year shall be on a first come, first serve basis without regard to seniority. No other department employee shall displace a bargaining unit member for vacation selection which is submitted prior to May 31st of each year.

Members may submit a vacation selection into the next calendar year or years regardless of seniority but are subject to cancellation should a higher. Seniority members may submit the same request during the period of January 1st thru May 31st of each calendar year.

Section 8. Scheduled leave days in conjunction with vacation day(s) are protected. Members cannot be asked for overtime nor be ordered in to work, unless "Declared Emergency" exists.

Section 9. A member is allowed to carry over five (5) vacation days to their next seniority year.

ARTICLE XXIV - UNION SECURITY AND CHECK OFF

Section 1. All employees of the Employer covered by the terms of this Agreement and who are members of the Union at the time of its extension, shall be required, as a condition of continued employment, to either maintain their membership in the Union or pay a service fee (equivalent to the amount of regular monthly dues of the Union) to the Union for the duration of this agreement. Employees shall be deemed to be members of the Union within the meaning of this Section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership dues.

Section 2. All employees of the Employer covered by the terms of this agreement who are not members of the Union, shall, as a condition of continued employment and after the expiration of thirty (30) days from the date of the execution of this Agreement, either join the Union or pay a service fee (equivalent to the amount of regular monthly dues of the Union) to the Union for the duration of this Agreement.

Section 3. All employees of the Employer hired, reinstated or transferred into the bargaining unit after the date of execution of this Agreement, shall, as a condition of continued employment and after the expiration of thirty (30) days from the date of the commencement of their employment, either join the Union or pay a service fee (equivalent to the amount of the regular monthly dues of the Union) to the Union for the duration of this Agreement.

- A. Employees may tender the initiation fees and monthly membership dues or service fee by signing the "Authorization for Check-off" form found in Appendix "B" which is attached to and made part of this Agreement.
- B. During the life of this Agreement, and to the extent the laws of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and by-laws of the Union or a service fee from the pay of each employee who executes or has executed the "Authorization for Check-off" form found in Appendix "B".
- C. Check-off deductions under all properly executed authorization for Check-off" forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.
- D. Remittance of dues payable to the Union:

Deductions made by the Employer in a given month shall be remitted to the designated financial officer of the Union with a list for whom the dues have been deducted between the 15th and 30th day of the current month.

- E. Termination of Check-off:

An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names and termination dates of such employees following the end of each month in which the termination took place.

- F. Disputes concerning membership:

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and representatives of the Union, and, if not resolved, may be decided at the final step of the Grievance procedure.

Section 4. The Union shall indemnify and save Employer harmless against any claims, demands, suits and other forms of liability that may arise by reason of the Employer's compliance with the provision of this Article of this Agreement.

ARTICLE XXV - UNIFORM ALLOWANCE

Section 1. The Employer shall provide three (3) summer weight and three (3) winter weight uniforms to all officers and dispatchers when that officer or dispatcher commences their employment.

Section 2. The Employer shall provide to each officer required to wear a uniform an allowance of four hundred seventy five (\$475.00) dollars per year and to each dispatcher required to wear a uniform an allowance of two hundred seventy five (\$275.00) dollars per year. Said allowance shall be for the purpose of maintenance, repair, cleaning or replacement of uniforms and equipment that are required by the Employer and shall be used to reimburse each officer and dispatcher as stated above. Employee is to be paid annually by March 15th. Employer will replace uniforms damaged in the line of duty.

ARTICLE XXVI - WAIVER CLAUSE

Section 1. The parties acknowledge that during negotiations which resulted in this 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 are set forth in this Agreement. Therefore, the Union and the Employer, 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 subjects or matter not specifically referred to or covered by this agreement, even though such subjects 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.

ARTICLE XXVII - MISCELLANEOUS PROVISIONS

Section 1. This contract pertains only to members of the bargaining unit actively employed by the Employer at the date hereof or thereafter.

Section 2. There shall be no requirement as to residency for members of the bargaining unit hired before April 1, 1984.

Section 3. Employees hired after April 1, 1984, shall be required to establish a residence within thirty (30) minutes normal driving time of the corporate limits of the Village of Holly within one (1) year after their probationary period.

Section 4. Each officer assigned patrol or transporting prisoners shall be assigned a prep radio at all times, subject to conditions reasonably under the Employers control.

Section 5. It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question. Employees or their Union Representative shall notify the Employer of known unsafe or hazardous conditions within a reasonable time after they become known.

Section 6. Members have the same right to participate in their private individual capacity, in political activity while off duty and out of uniform, as any citizen, subject to prevailing rules, regulations, statutes, Village Charter and controlling court decisions of the State of Michigan or the Federal Government as are in such cases made and provided.

Section 7. The Employer agrees that when a member is required by a Competent Authority to perform the duties of a higher classification for a period of four (4) hours or greater, that member shall receive an hourly pay rate of the higher classification. Such pay rate performing in the higher classification and continue until said member is relieved from the performance of the duties of the higher classification by a Competent Authority, retroactive to the first hour.

ARTICLE XXVIII - MAINTENANCE OF CONDITIONS

Section 1. Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The Employer will make no unilateral reduction for in this Agreement during the term of said Agreement. No employee shall suffer a reduction in benefits provided herein.

Section 2. If any provisions of this Agreement are in direct conflict with the rules and regulations of the department, the contract provision herein shall be followed.

Section 3. The parties further agree that any action of the Village of Holly or its Police Department by ordinance or otherwise, relative to the provisions of this Agreement, shall not alter the specific terms of this Agreement during the life of the Agreement unless such change is negotiated and accepted by mutual agreement of the parties.

ARTICLE XXIX - NO STRIKE CLAUSE

Section 1. The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption in the Employer services. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate,

cause, aid, encourage, ratify or condone, nor shall any employee take a part in any strike, slowdown, or stoppage of work, boycott, picketing or engage in any conduct commonly known as a similar to "Blue Flu" or any other interruption of activities of the Employer. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Employer's representative, including but not limited to firing.

ARTICLE XXX - RETIREMENT

Section 1. Effective the first full pay periods of May, 1987, the Employer shall pay the employees contribution to the M.E.R.S. Retirement System.

Section 2. Effective January 1, 1989, the M.E.R.S. Retirement System as provided to bargaining unit members shall be modified to include benefits C-2 with B-1 base and F 55 waiver (twenty-five {25} years of service at age fifty-five {55}).

Section 3. Effective January 1, 1994, the M.E.R.S. Retirement System as provided to bargaining unit members shall be modified to include benefit B-2 and F 50 (twenty-five {25} years of service at age fifty {50}).

Section 4. Effective January 1, 1995, the M.E.R.S. Retirement System as provided to bargaining unit members shall be modified to include benefit B-3 and F 50 (twenty-five {25} years of service at age fifty {50}).

Section 5. Effective July 1, 1996 (or as soon as possible), the E-2 program will be provided by the Employer to retired employees.

Section 7. Effective 7-1-2002, the Employer agrees to pay 50% of the group rate of the then current health care program (excluding dental or optical coverage) for regular full-time employees who retire with at least 25 years continuous service and age 50. Upon reaching Medicare eligibility age the Employers obligation to pay toward health care shall terminate. This coverage shall include the retiree and his/her Spouse on the date of retirement. Upon the death of a retiree, benefits will continue for the surviving spouse until the date the retiree would have reached Medicare age, or unless the surviving spouse remarries.

Retirees must pay 50% of the medical coverage in advance on a quarterly basis. If payment is not received by the Village prior to the beginning of each quarter, the Village will mail a final request for payment to the retiree. Failure by the retiree to make full and complete payment each quarter within ten (10) days after the final request for payment has been sent by the Village shall result in the retiree being dropped from the medical coverage immediately. It is the responsibility of the retiree to insure that the Village is notified of his/her correct address at all times.

The Employer agrees to pay 50% of any change in health care rates. If there is a change in rates by the insurance carrier, the Employer shall notify the retiree of said rate change and any adjustments necessary shall be made on the following quarterly payment.

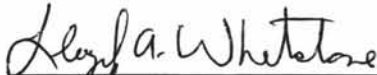
During all periods of time that a retiree or retirees spouse is employed and said employer provides health insurance coverage that is substantially equal to or better than that provided by the Village, the retiree or spouse must take said insurance coverage and the retiree and spouse shall cease to be eligible for the retiree health insurance program set forth above. The Village agrees to pay a one-time incentive of \$250 upon changing insurance coverage. There shall be a coordination of benefits with any other health insurance held by the retiree or the retirees spouse. The Village's health insurance shall be considered the secondary insurance. Provided, however, that should the retiree or the retirees spouse cease to be covered by health insurance from an outside source, they shall again be eligible for the retiree health insurance program set forth above.

ARTICLE XXXI - DURATION

Section 1. The Agreement shall be effective as of the first day of July, 1999, and shall remain in full force and effect until the 30th day of June, 2003. This contract shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, ninety (90) days prior to June 30, 2003. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth.

IN WITNESS WHEREOF, the parties have set their hands this 30th day of November, 2000.

POLICE OFFICERS LABOR COUNCIL



Lloyd Whetstone



Greg Rehmann - Steward




Scott Fischer - Alternate Steward

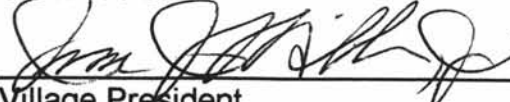
VILLAGE OF HOLLY



Mark Ables-Allison - Village Manager



Chief of Police



Village President

**APPENDIX A
WAGE SCHEDULES**

POLICE OFFICERS

	<u>7/1/99</u>	<u>7/1/2000</u>	<u>7/1/2001</u>	<u>7/1/2002</u>
Start	\$28,227.00	\$28,227.00	\$29,215.00	\$30,237.00
1 Year	\$31,291.00	\$32,230.00	\$33,358.00	\$34,526.00
2 Years	\$33,199.00	\$34,195.00	\$35,392.00	\$36,630.00
3 Years	\$36,983.00	\$38,093.00	\$39,426.00	\$40,806.00

DISPATCHERS

	<u>7/1/99</u>	<u>7/1/2000</u>	<u>7/1/2001</u>	<u>7/1/2002</u>
Start	\$21,733.00	\$21,733.00	\$22,494.00	\$23,281.00
1 Year	\$24,093.00	\$24,816.00	\$25,684.00	\$26,583.00
2 Years	\$25,564.00	\$26,330.00	\$27,252.00	\$28,206.00
3 Years	\$29,588.00	\$30,475.00	\$31,542.00	\$32,646.00

1. Seniority step increases shall become effective the day following his/her seniority anniversary date. (Date of commencement of full time employment in the bargaining unit), adjusted for any approved leaves where leaves where seniority does not accrue as described in Article XIII, Section 8.
2. Straight time hourly rate is calculated by dividing current annual salary by 2,080 hours.
3. Shift premium will be as follows:

Afternoon shift	--	\$.25 per hour
Midnight shift	--	\$.50 per hour
"4" shift	--	\$.30 per hour

If held over on a late call/arrest, same premium shall apply reference the shift a member has been working.

APPENDIX B
PAYROLL DEDUCTION AUTHORIZATION

EXECUTIVE OFFICES
667 E. Big Beaver, Suite 205, Troy, MI 48083-1413
POLICE OFFICERS LABOR COUNCIL
DUES CHECK-OFF CARD

I hereby request and authorize to be deducted from my wages while in your employ, a labor representation fee of \$_____ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the POLICE OFFICERS LABOR COUNCIL, 667 E. Big Beaver, Suite 205, Troy, MI 48083-1413.

(Print) Last Name	First Name	Middle Initial
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Address	City	State	Zip
---------	------	-------	-----

Social Security Number	SIGNATURE	Date
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Department Name _____

DATE _____

INSURANCE REIMBURSEMENT

Pursuant to Article XXIII - Life Insurance and Hospitalization - Section 4 of the Agreement between the Village of Holly and the Labor Council Michigan Fraternal Order of Police, Dates March 1, 1993.

"Any covered employee may choose to waive Medical Insurance Coverage with the Village if they can show proof of similar or better coverage. Any employee waiving the Village insurance plan shall receive annually on June 1 of each year the sum of \$2,400.00 Said payment shall be pro-rated on the basis of \$200.00 per month commencing on the month of an employees participation in the plan terminates. Any employee waiving coverage must sign a statement that he/she understands that any employee withdrawing from the group plan understands that re-entering the group may be done only during the month of August each year that the carrier may require a medical examination before permitting the employee to re-enter the Village's group insurance plan; and that the Village is under obligation to provide insurance in accordance with this Labor Agreement only; and should the employee withdraw from the plan and should the carrier refuse to permit an employee to re-enter the plan, the Village is not obligated to provide any health insurance to the employee. Such statement is also to be signed by the Union Steward or Alternate Steward and will become a permanent part of the employee's personnel file.

Employee: _____ Social Security No: _____

Address: _____

Status: _____ Single _____ Married _____ Married with dependents

Rate for Status indicated on this date: \$ _____

Insurance Carrier: _____

Address _____

Account No: _____

Signature of Employee: _____

