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OCT 11 1983

LABOR AGREEMENT BETWEEN THE VILLAGE OF CASS CITY
AND THE VILLAGE OF CASS CITY POLICE ASSOCIATION,

AFFILIATED WITH FRATERNAL ORDER OF POLICE, STATE LODGE
OF MICHIGAN LABOR COUNCIL

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

The parties hereby agree that the labor agreement adopted by them on May 1, 1981, shall hereby remain in full force and effect for a period of three years from May 1, 1983 through April 30, 1986, except for the amendments thereto set forth as follows which the parties hereto adopt effective May 1, 1983:

NEW Add To
PAGE 12

ARTICLE 5--DISCHARGE AND DISCIPLINE

Section 7. At any time a written charge or complaint is lodged against a member of the bargaining unit, the Chief of Police shall advise the officer involved and furnish copies of the complaint to him and the Association. Such reports shall include all charges and complaints involved and name or names of complainant and any other information reported. Provided, there shall be no personal contact by the employee or union representative with the complainant in reference to the complaint.

NEW Add to
PAGE 24

ARTICLE 20--HOURS AND RATES OF PAY

Section 3. Work schedules shall be posted fourteen (14) days in advance. Employee shall be given forty-eight (48) hours notice of any change in work schedule, except in case of emergency.

Cass City Village of

ARTICLE 25--WAGES AND SALARIES

Section 1. The following salaries shall be paid for the contract years indicated:

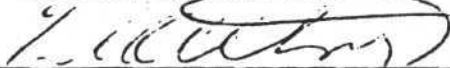
	<u>1983-1984</u>	<u>1984-1985</u>	<u>1985-1986</u>
1st year	\$16,118.55	\$16,924.48	\$17,770.70
2nd year	\$17,054.10	\$17,906.81	\$18,802.15
3rd year	\$18,033.75	\$18,935.44	\$19,882.21
4th year	\$19,013.40	\$19,964.07	\$20,962.27
5th year	\$20,472.90	\$21,496.55	\$22,571.38

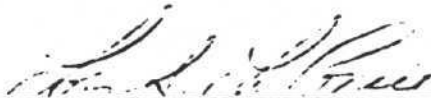
The remaining sub-sections of Articles 5, 20, and 25 of the 1981 agreement remain in full force and effect.

This contract shall be automatically renewed year to year thereafter unless terminated pursuant to Article 30 of the labor agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 29th day of SEPT. , 1983.

VILLAGE OF CASS CITY

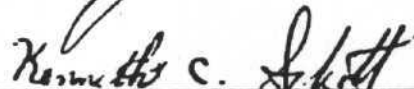


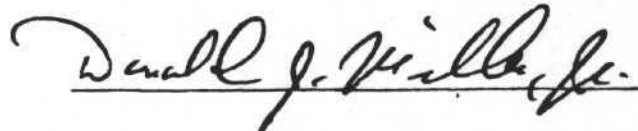




FRATERNAL ORDER OF POLICE







LABOR CONTRACT

BETWEEN

THE VILLAGE OF CASS CITY

AND

VILLAGE OF CASS CITY POLICE ASSOCIATION,
AFFILIATED WITH FRATERNAL ORDER OF POLICE,
STATE LODGE OF MICHIGAN LABOR COUNCIL

EFFECTIVE May 1, 1983

Exp. Apr. 30 1986

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AGREEMENT

This Agreement is entered into this 25 1 day of MAY, 19 87 83, with an effective date of MAY 1, 19 87 83 between the Village of Cass City, hereinafter referred to as "Employer" or "Village", and the Village of Cass City Police Association, hereinafter referred to as "Association", affiliated with the Fraternal Order of Police, State Lodge of Michigan Labor Council. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide a peaceful and orderly means of resolving any misunderstandings which may arise, and to further set forth herein the basic and full agreement between the parties hereto concerning the rates of pay, hours of employment, and other conditions of employment.

ARTICLE NO. 1 RECOGNITION

Section 1. Under the provisions of Act No. 379 of the Public Acts of 1965 of the State of Michigan, the Employer recognizes the Village of Cass City Police Association, (consent agreement case #R80J-383), affiliated with the Fraternal Order of Police, State Lodge of Michigan, as the exclusive bargaining representative for the employees in the defined bargaining unit for the purposes of bargaining with respect to wages, hours of employment, and other conditions of employment; provided, that any individual employee at any time may present grievances to his Employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of this collective bargaining contract or agreement then in effect, and provided further, that the bargaining representative has been given opportunity

to be present at such adjustment upon request of the employee.

Section 2. The bargaining unit shall consist of all police officers of the Village of Cass City Police Department, but excluding the Chief of Police, any part-time officers, any clerical employees working for said Department, and all other employees of the Village.

ARTICLE NO. 2 MANAGEMENT'S RIGHTS

The Village of Cass City on its own behalf, without limitation, and on behalf of its Electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the Village, including, but without limiting the generality of the foregoing, the right: (a) to determine the size of the work force and increase or decrease its size; (b) to hire new employees, to assign and lay off employees, to change the length of time of any workweek or workday; (c) to direct the work force, to assign the type of location of work assignments and determine the number of employees assigned to operations; (d) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (e) to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform the available work; (f) to establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement; (g) to schedule the workdays and the hours of work; (h) to suspend, demote,

discipline, terminate, or discharge employees; (i) to adopt and implement rules, policies and regulations governing employee conduct, duties and discipline, (provided that the Association will be furnished with a copy of any such rules or regulations seven (7) days before they become effective). The Village reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified, or granted by this Agreement, all of the rights, powers and authority the Village had prior to the signing of this Agreement are retained by the Village and remain within the rights of the Village, whether or not such rights have been exercised in the past.

ARTICLE NO. 3 AGENCY SHOP AND DUES

Section 1. AGENCY SHOP: Membership in the Association is not compulsory. Police officers have the right to join, not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters. Likewise, there will be no discrimination against any employee because of membership in the Association or State Lodge or because of his duties as a member of the Bargaining Committee.

Section 2. (a) Membership in the Association is separate, apart and distinct from the assumption by one of his equal obligations to the extent that he receives equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Association.

(b) As a condition of continued employment, all employees in the bargaining unit shall either become and remain members in good standing of the Association or pay a representation fee to the Association which shall be less than one hundred percent (100%) of the regular monthly dues paid by Association members and which sum shall accurately represent the amount for said employee due the Association as their fair share of costs attributable to negotiating the terms of this Agreement, which sum shall not include by way of example, but not by way of limitation, state, national, or other dues and assessments or other amounts for Association activities.

The requirements set forth above shall become effective thirty (30) days after the effective date of this Agreement, or thirty (30) days after an employee's date of employment, whichever is later. For present police officers, such payments shall commence the effective date of this Agreement, and for new employees the payment shall start thirty-one (31) days following the date of employment. If an employee fails to pay said dues and/or service fee, and is in arrears for thirty (30) days or more, the Association shall notify the Employer in writing and the employee shall be separated from his employment as a voluntary quit.

Section 3. (a) This Article is effective only to the extent the laws of the State of Michigan permit. In the event that this Article is challenged through the Michigan Employment Relations Commission or other authority, or the Courts, and this Article shall be found to violate law, the Association shall be responsible for any loss or damage, including back pay, awarded by the Court or other legal authority.

(b) The Association shall indemnify, defend, and save the Village harmless against any and all claims, demands, suits, or other forms of

liability that may arise out of or by reason of action taken or not taken by the Village pursuant to the provisions of this Article.

Section 4. CHECK OFF OF DUES: During the life of this Agreement, the Village will honor a voluntary signed, written authorization in the form set out in subsection (a) below, from each employee who is or becomes a member of the bargaining unit including but not limited to the fair share representation fee required to be paid by all members in the bargaining unit, pursuant to Section 2 (b) of this Article, authorizing the Village to deduct each calendar month from his earnings such membership dues and initiation fees uniformly established and levied in accordance with the Constitution and By-laws of the Association and to send same together with a record of those from whom deductions have been made and the amount, to the designated financial officer of the Association not later than the 15th day of each calendar month in which such deductions are made.

(a) CHECK OFF OF DUES FORM:

Dues Checkoff Card

I hereby request and authorize you to deduct from wages hereafter earned by me while in your employ my lodge dues of \$ _____ per month and my labor representation fee of \$ _____ 15.00 _____ per month for a total of \$ _____. The amount deducted for dues shall be paid to the Treasurer of _____ Lodge # _____ and the amount deducted for the labor fee shall be paid to the State Lodge of Michigan, Fraternal Order of Police Labor Council. Appropriate addresses appear on the reverse side of this card.

Print: Rank, Last Name, First Name and Middle Initial _____

Address _____ City _____ State _____ Zip Code _____

Date Deduction is to Start _____

Social Security No. _____

Signature

- (b) Employees transferred out of the bargaining unit, or who quit, are discharged, on layoff, or leave of absence shall cease to be subjected to the deductions beginning with the month following the month he is no longer a member of the bargaining unit.
- (c) It is agreed that in the event this Article or any part thereof is declared illegal and claims are presented for reimbursement of monies illegally deducted and forwarded to the Association, the Association will assume full responsibility for reimbursement of such monies to the employee.
- (d) The Association shall notify the Employer in writing of the amount of such dues or fair share representations fee and changes that may occur certified by the treasurer of the Association.
- (e) A list of the names of the Association's members from whom dues, have been deducted shall be furnished to the Association at the time the dues are remitted to the Association.

ARTICLE NO. 4 GRIEVANCE PROCEDURE

Section 1. In order to provide a method for the resolution of grievances, defined as all questions of interpretation, application or asserted violation of expressed (not implied) provisions of this Agreement, the parties agree to the following grievance procedure which shall be the exclusive method established for the settlement of grievances arising under this Agreement. All settlements under this procedure, whether because of a failure to initiate the grievance within the time limits specified herein, or by agreement between the Employer or its designated representative and the Association, by failure of the Association to appeal a grievance within the specified time limits following an Employer's answer, by the Association's

withdrawal of a grievance at any stage of the proceedings, or by an arbitrator's decision, shall be final and binding on the Employer, the Association and the employees.

Section 2. (a) GENERAL: All grievances, except those involving discharges or disciplinary layoffs must be submitted in writing to the Chief of Police within the ten (10) working days immediately following the date on which the circumstances giving rise to the complaint occurred. Grievances involving discharges or disciplinary layoffs must be filed within the five (5) working days immediately following the date on which the discharge or disciplinary layoff was invoked.

(b) All basic facts and claims concerning a grievance shall be submitted at the time the grievance is presented in writing. This shall include a statement concerning the Section or Sections of the Agreement which are claimed to have been violated, a complete description of the alleged violation and facts on which it is based, and the remedy sought by the grievant. Supplemental information clarifying or substantiating such facts and claims may be introduced at any Step prior to the Arbitration Step.

(c) Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the association within the time limit in that Step, or if no time limit is specified, within five (5) working days, shall be deemed abandoned. If the Village does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the Village and Association in writing; then the new date shall prevail.

(d) Workdays for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

(e) The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

(f) Grievances involving discharges or disciplinary layoffs must be initially filed at Step 3 of the Grievance Procedure.

(g) In order to be valid, a grievance when initiated in writing must be signed by both the employee and his bargaining unit representative.

(h) No employee covered by the terms of this Agreement shall have any individual right to process a grievance beyond the Second Step of the Grievance Procedure and shall have no substantive right or rights with respect to the outcome of the grievance.

Section 3. PROCEDURE

(a) STEP ONE: Any employee having a complaint must discuss it orally with the Chief of Police before the matter maybe the subject of a grievance. The employee's steward may be in attendance if the employee so requests. If this complaint is not satisfactorily settled by the Chief of Police within the five(5) working days immediately thereafter, the employee may reduce the matter to writting on a grievance form provided by the Association and present the grievance to the Chief of Police for a written answer

(b) STEP TWO: The written grievance shall be filed within five (5) working days of the meeting in step one. The Chief of Police shall give the employee an answer no later than five (5) working days after receipt of the written grievance.

(c) STEP THREE: If the grievance is not resolved in step two, the Association may, within five (5) working days after the answer in step two, submit a written request to the Village Superintendant for a meeting between the representative of the Association and representatives of the Employer in an attempt to resolve the grievance. The meeting shall take place within ten (10) working days. Additional time may be allowed by mutual written

agreement of the Employer and the Association. The Village Superintendent will submit his answer in writing within ten (10) working days after holding the meeting on the grievance appeal.

Section 4. ARBITRATION

(a) If the grievance is not resolved at step three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, either party may, at its option, submit the grievance to Arbitration by written notice delivered to the Village Superintendent or Chief Steward as the case may be, fifteen (15) working days after receipt of the Village Superintendent's answer in step three. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issues involved, and the relief requested. If no such notice is given within the prescribed period, the Village Superintendent's answer shall be final and binding on the Association, the employee, or employees involved, and the Employer. If the grievance is appealed to arbitration the Association and the Employer by mutual agreement select an impartial arbitrator and a mutually satisfactory time and place shall be arranged for a hearing of the case. If the parties are unable to agree upon an arbitrator within a reasonable period of time, either may request the American Arbitration Association to assist with the selection by submitting a list of five (5) qualified arbitrators. Within ten (10) days thereafter, the parties shall select an arbitrator from that list by alternately striking a name from the list of proposed arbitrators until one name remains, who shall be the arbitrator. The parties shall in good faith attempt to agree upon a joint stipulation of the issue involved and each may submit a written brief to the arbitrator at least five (5) working days prior to the date of the hearing.

(b) The function of the arbitrator shall be limited to determining controversies involving the interpretation, application or alleged violation of this Agreement and he shall have no jurisdiction or power to add to, subtract from, or modify any of the terms of this Agreement, or any other terms made supplemental hereto, or to arbitrate any matter not specifically provided for by this Agreement, or to enter any new provisions into this Agreement, or change the existing salary structure, or to establish new jobs or change existing job content, or to decide on any matter pertaining to the Insurance and Pension programs.

(c) The arbitrator shall render a decision, in writing, to both parties as promptly as possible after the close of the hearing. There shall be no appeal from the arbitrator's decision which shall be final and binding upon the Employer, the Association, and the employees. The cost of the arbitrator's services and expenses shall be shared equally by the Association and the Employer. The cost of any stenographic record made and any transcript thereof shall be paid by the party requesting same.

(d) The Village shall not be required to pay back wages for any period prior to the date a written grievance was filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have received from any source during the period of back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

ARTICLE NO. 5 DISCHARGE AND DISCIPLINE

Section 1. The Village shall retain the sole right to establish, change, amend, and enforce rules for employees to follow, and to warn, reprimand, lay off, discipline or discharge any and all employees who violate those rules.

Section 2. After completion of the probationary period, no employee shall be disciplined, suspended or discharged without just cause. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Employer reserves the right to suspend or discharge for serious infraction of promulgated rules and regulations or for just cause without instituting progressive discipline; provided further that in such instances nothing contained herein shall operate to deprive the employee of the grievance procedure.

Section 3. Cause for disciplinary action including discharge shall include, but is not limited to: failure to observe rules of conduct established by the Village; inefficiency or inability to perform assigned duties, excessive absenteeism, tardiness; failure to take a medical examination; dishonesty, or theft; insubordination; overt discourtesy to supervisors, visitors, or other Village employees; failure to work with supervisors and fellow employees in an acceptable manner; neglect of duty; intoxication; use of alcohol or illegal drugs on Village premises or during working hours; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or assumption of supervisory authority or advising or directing employees to disregard the orders of supervision.

Section 4. The Employer agrees promptly upon the discharge or discipline of any employee to notify in writing the Chief Steward or alternate Steward and the employee of the discharge or discipline.

Section 5. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Chief Steward or alternate Steward of the Association, and the Employer will make available an area where he may do so before he is required to leave the property of the Village of Cass City. Upon request, the Employer or its designated representative will discuss the discharge or discipline with the employee and the Chief Steward or alternate Steward.

Section 6. In imposing any discipline on a current charge, the Employer will not take into account any prior minor infractions which occurred more than twenty-four (24) months previously.

ARTICLE NO. 6 SENIORITY

Section 1. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with the Village in the Police Department from his last permanent hiring date.

Section 2. New employees hired shall be considered as probationary employees for the first twelve (12) months from date of hire, inclusive of school time, uninterrupted by any service break.

Section 3. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, hours of employment, and working conditions, provided that any discipline or discharge of a probationary employee will not be subject of the parties' grievance procedure contained herein.

Section 4. The Employer will keep the seniority list up to date and will provide the Association with a copy of said list from time to time.

Section 5. Upon satisfactory completion of the twelve (12) months probationary period, seniority will commence with the most recent date of employment.

Section 6. Seniority for all currently employed police officers who were hired on the same date will be based on the date said officer dated his application for employment with the Village.

ARTICLE NO. 7 LOSS OF SENIORITY

An employee will lose his or her seniority:

Section 1. The employee quites or resigns.

Section 2. The employee is discharged and not reinstated.

Section 3. The employee is absent for three (3) consecutive scheduled working days without notifying the Employer. After such absence the Employer will send written notification to the employee at his/her last known address that he/she has lost seniority and employment has been terminated.

Section 4. The employee does not return to work when recalled from layoff as set forth in the recall procedure.

Section 5. Failure to return at the conclusion of a sick leave or leave of absence at the designated time.

Section 6. The employee retires or dies.

Section 7. The employee is laid off for two (2) years or for the length of time equal to the employees seniority whichever is the lesser; provided, however, the employee maintains his M.L.O.T.C. certification.

Section 8. It shall be the responsibility of each employee to notify the Village of any change of address, marital status, dependents, or telephone number. The employee's address and telephone number as it appears on the Employer's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

ARTICLE NO. 8 LAYOFF DEFINITION

Section 1. The word "layoff" means a reduction of work force.

Section 2. If it becomes necessary for a layoff, probationary employees will be laid off first in their inverse order of the date hired. Thereafter, employees in the bargaining unit will be laid off in inverse order of seniority.

Section 3. Probationary employees who are laid off have recall rights only for a period of time equal to their length of service. Thereafter, they shall be considered terminated and do not have to be rehired by the Village. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.

Section 4. Full time employees to be laid off for an indefinite period of time will be given at least ten (10) working days notice of layoff. The Association will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE NO. 9 RECALL PROCEDURE

Section 1. When the work is increased after a layoff, employees will be recalled according to their seniority with the last person laid off being the first person recalled.

Section 2. An employee will have been properly recalled to work when the notification of such recall has been given in person to an adult member of the employee's immediate family at the employee's last address on record in the Police Department or when notification is sent either by certified mail, by telegraph, or by other reliable means to the employee's last address on record in the Police Department.

Section 3. In all cases covered by this, or other Articles of the contract, in which notification is required, the Employer shall be entitled to rely upon an employee's last address and phone number shown upon its records and the rights of the employee involved shall not be preserved because of his failure to receive such notice, if such failure is due to his not having notified the Police Department in writing of his correct address or phone number.

Section 4. If an employee fails to contact the Chief of Police within three (3) days of receipt of said notice of recall he or she shall be considered a voluntary quit.

ARTICLE NO. 10 ASSOCIATION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Association will include not more than two (2) employees, only one of whom may be on duty. The Association may also have present for purposes of negotiations and grievance meetings

from step two on, one (1) non-employee representative. Prior to any negotiation meetings between the Village of Cass City and the Association, the Association will furnish the names of all members of the bargaining committee to the Employer.

Section 2. In the event that negotiation meetings are held at the time when an employee representative would normally be on duty, said employee will be paid at his regular rate but only for those hours that he would normally have been working.

ARTICLE NO. 11 MEETINGS

Section 1. Special meetings between the Employer and the Association may be held at any time upon the mutual agreement of the parties. Requests for special meetings must specify the item or items to be discussed and no other business except that set forth in the request may be discussed at such meetings.

ARTICLE NO. 12 REPRESENTATIVES

Section 1. Two employee representatives shall be designated by the Association to act as the Chief Steward and alternate Chief Steward (only in the absence of the Chief Steward), for the purpose of processing grievances.

Section 2. In the event that it becomes necessary for the steward to process a grievance on what would be normal duty time, he shall be paid at this regular rate for that time just as though he was working: PROVIDED, HOWEVER, such time spent must be kept at a minimum and be reasonable, and PROVIDED FURTHER, the steward must advise and receive permission from the Chief of Police or his representative prior to removing himself from duty.

Section 3. The Employer agrees that accredited state or national representatives of the Association shall, with approval of the Village Superintendent, have reasonable access to the premises of the Employer at any time during working hours to conduct business relating to administration of this Agreement. Such representatives shall give notice of their desired meeting in writing to the Village

Superintendent or his designated representative, and will arrange a time and place for the meeting. Such visit shall not interrupt the normal work activity of the department and shall be limited to a reasonable length of time.

ARTICLE NO. 13 AUTHORIZED LEAVE

Section 1. Reserve Units. Regular full-time employees will be granted time off of up to two (2) weeks in any given year for active duty in military reserve units or National Guard. Employee will be paid for this at his regular rate of pay, however, any pay received for this service by the employee will be turned over to the Employer.

Section 2. Military Leave. Regular full time employees who are called into military service by conscription or by involuntary call from the reserves into active duty are granted leave without pay for the duration of the service. Upon return from military service the employee shall be afforded all rights then conferred by applicable state and federal law.

Section 3. Leave for F.O.P. Labor Council Meeting. A one (1) day leave with pay each contract year will be granted to one (1) member of the Association to attend the F.O.P. Labor Council meeting.

Section 4. A seniority employee who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to ~~six~~ (6) months or the length of the employee's seniority, whichever is the lesser. A written request for such a leave must be submitted to the Employer prior to the start of the leave. At least thirty (30) days prior

to the expiration of the leave, the employee shall notify the Employer in writing of his intent to return to work accompanied by a written statement from a physician, certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave. Seniority shall not accumulate during such leave. No benefits of any kind, except as otherwise specifically provided herein, will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

ARTICLE NO. 14 COURT AND CALL IN TIME

Section 1. Court Time. Employees shall be paid at their regular hourly rate of pay when required to appear in court or implied consent hearings while on duty. When the employees are required to appear in court or implied consent hearings during off-duty hours, they will be paid for actual hours involved (with a minimum of three (3) hours) at the rate of one and one-half (1-1/2) times their regular rate of pay.

Section 2. Call in Time. Employees who are subject to call-in during their off-duty time, shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay, for actual hours worked.

Section 3. Jury Duty. Employees shall receive full pay while on jury duty during scheduled work hours. However, pay received for jury duty during working hours shall be turned into the Employer in order that there is not greater income during the period of jury duty than regular base pay.

ARTICLE NO. 15 FUNERAL LEAVE

Section 1. Funeral leave hours pursuant to this Article are for the express purpose of arrangements and attendance at the funeral.

Section 2. In unusual circumstances upon approval by the Chief of Police or his designee, the leave may be extended to, but not in excess of five (5) working days.

Section 3. In the event of the death in the immediate family, an employee, otherwise scheduled to work, shall be allowed up to three (3) days paid leave beginning with the day of the death and terminating with the day of the funeral. Immediate family is defined as spouse, child,

parent, brother, sister, father-in-law, mother-in-law, step children, grandparents, grandparents-in-law, grand children, brother-in-law, sister-in-law, or a permanent member of the employees household.

Section 4. One (1) day paid will be allowed for the attendance at the funeral, if an employee was otherwise scheduled to work, for aunt, uncle, niece, or nephew of the employee.

ARTICLE NO. 16 SICKDAYS

Section 1. Sick leave shall be accrued at the rate of one eight (8) hour day per month (twelve (12) days per year) up to one hundred and twenty (120) days.

Section 2. Employees shall report their absence due to illness at least one hour prior to the beginning of the work shift to the Chief of Police or other authorized person by themselves or by another person.

Section 3. An employee who retires under the Village retirement plan or who resigns after five (5) years of service and gives two (2) weeks notice shall be paid for unused sick leave which the employee has accumulated at the time of his termination of service up to a maximum accumulated credit of twenty-four (24) weeks at the rate of one-half (1/2) day for each unused accumulated sick leave day. Such payment shall be at the employee's regular straight time hourly rate in effect on the date of retirement. Such lump sum payment shall not be used in determining the employee's annual wage for the purpose of computing pension benefits.

Upon death of an employee, his spouse, and if there is no spouse, then the deceased employee's estate, shall be paid in one lump sum for unused sick leave accumulated which the employee had at the time of his death at the rate of one-half (1/2) day for each unused accumulated sick leave day.

Such payment shall be at the employee's regular straight time hourly rate at the time of death. Such lump sum payment shall not be used in determining the employee's annual wage for purposes of computing benefits for the employee's survivors.

Section 4. It is understood and agreed that an employee shall receive one (1) personal day with pay, each calendar year. Said day to be utilized to allow the employee to conduct personal affairs that cannot be done at other times, and provided the employee notifies the Chief in advance. Such personal day shall not be deducted from the employee's sick leave days.

Section 5. The Village may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave is taken, if that leave is for three (3) days or more or if the Employer has reason to believe that a leave was taken without adequate medical reason. Falsification of such evidence will be cause for discipline.

Section 6. Employees on leave of absence without pay shall not accumulate sick leave while on such leave.

Section 7. The Village reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence which requires his absence from work. This provision is subject to the grievance procedure.

ARTICLE NO. 17 WORKER'S COMPENSATION

Section 1. Each employee shall be covered by applicable Michigan Worker's Compensation Laws and as amended from time to time. Any employee who becomes injured during the performance of the employee's duties shall report that injury immediately to his or her supervisor. If necessary, said employee shall report to a physician.

Section 2. In the event an employee is injured or becomes ill, and said

injury or illness is work related and compensable under the Worker's Compensation Laws, the Employee shall be entitled to draw sick pay benefits until worker's compensation applies. When worker's compensation applies, the Employer may elect to supplement the worker's compensation benefits with sick pay benefits at his election, so that the employee will receive when combined with worker's compensation, wages equal to 100% of his normal gross wages.

ARTICLE NO. 18 HOLIDAYS AND HOLIDAY PAY

Section 1. Employees shall be granted the following holidays:

Full Holidays

New Year's Day
Good Friday
Memorial Day
July Fourth
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's Day

Section 2. Holiday Pay. Employees shall be paid for each of the specified holidays according to the following policies.

- A. An Officer off duty, not working shall receive eight (8) hours over and above his regular check of forty hours.
- B. An Officer scheduled to work will get Holiday pay of eight (8) hours over and above his regular check of forty hours, Plus one and one-half (1-1/2) times his regular pay for hours worked that day.
- C. An Officer off duty called to work shall receive holiday pay of eight (8) hours over and above his regular check of forty hours, Plus one and one-half (1-1/2) times his regular pay for hours worked that day.

Section 3. To be eligible for Holiday pay, an employee shall have worked his last regularly scheduled work day before and his next regularly scheduled work day after the holiday. An employee who is absent on one or both of such scheduled work days because of a death in the immediate family (as defined in Article 1., Section 2., Funeral Leave), because of an injury covered by workmen's compensation, or who is ill as established by a physician's certificate, is on leave of absence not exceeding two weeks, or is on vacation, will be deemed to have met the requirement of working the day involved.

ARTICLE NO. 19 VACATIONS

Section 1. All employees shall become eligible for vacations with pay, in accordance with the table set forth in this agreement, when the employee has attained six (6) months seniority in accordance with the following schedule.

<u>Seniority</u>	<u>Days Vacation</u>
After 6 months-----	5 days
After 1 year-----	10 days
After 5 years-----	10 days plus one (1) day per year to ten (10) years.
After 10 years-----	15 days
After 15 years-----	15 days plus one (1) add- itional day for each year of service thereafter to maximum of 20 days total.

Section 2. All requests shall be in writing at least thirty (30) days in advance, unless otherwise allowed, and subject to the approval of the Chief of

Police or his designee. If emergency scheduling does not allow an officer his allotted vacation days during the calendar year, said officer shall be paid for those days he does not receive and he shall be paid at his regular rate of pay on or before January 31 of the next year. If an employee leaves the employment of the Employer under honorable conditions the Employee shall be compensated for a prorated number of unused and accumulated vacation days equal to the ratio of days worked to total work days in the calendar year.

ARTICLE NO. 20 HOURS AND RATES OF PAY

Section 1. Workday and Workweek. The normal workweek consists of forty hours. The normal workday consists of eight hours including a lunch period not in excess of one-half (1/2) hour during which employees must answer calls.

Section 2. Overtime. All hours worked in excess of eight hours in a workday and forty hours in one (1) week shall be considered overtime and shall be paid at one and one-half (1-1/2) times the regular rate of pay. In no instance shall the same hour(s) be taken into account more than once in computations of overtime pay.

ARTICLE NO. 21 UNIFORMS AND EQUIPMENT

Section 1. The Employer shall provide each police officer with uniforms and equipment.

Section 2. The Employer shall provide employee's with work shoes as specified by the Chief of Police.

Section 3. The employer shall provide a cleaning allowance of \$260.00 per year payable weekly commencing January 1, 1982.

ARTICLE NO. 22 INSURANCE PLANS

Section 1. Medical Insurance. The Employer shall pay one hundred (100%) percent of the cost of providing full family Blue Cross-Blue Shield hospitalization insurance, as provided in Appendix A or as improved.

The Employer shall also provide a one (\$1.00) dollar co-pay plan on drugs and pay the premium on a dental plan for employees and full family as provided other Village employees.

Section 2. Life Insurance. The Employer shall provide and pay for life insurance coverage for all employees, including probationary employees, in an amount equal to one (1) times the employees annual wage to commence as of the first premium period month after employment.

Section 3. The Employer shall continue to make premium payments for hospitalization and life insurance coverage while an employee is drawing sick pay and for a period of three months thereafter following the use of all accumulated sick days during any period any employee is on leave of absence because of illness or injury.

Section 4. Professional Liability Insurance. The Employer shall continue to maintain at the current levels of coverage, its Law Enforcement Officers Comprehensive Liability Insurance--See Appendix B.

ARTICLE NO. 23 RETIREMENT

The retirement plan in existence on January 1, 1981 shall prevail, or as improved.

ARTICLE NO. 24 OUTSIDE EMPLOYMENT

Section 1. No employee may directly or indirectly maintain or engage in any outside business, financial interest, or employment activity which conflicts with the interest of the Village or which interferes with his ability to discharge his Village duties fully. Such conflict of interest shall be grounds for discipline, up to and including discharge. This provision shall be subject to the grievance procedure.

ARTICLE NO. 25 WAGES AND SALARIES

Section 1. The following salaries shall be paid for the contract year indicated:

	<u>1981</u>	<u>-1982</u>	<u>1982</u>	<u>-1983</u>
1st year	\$14,347.00		\$15,351.00	
2nd year	\$15,179.00		\$16,242.00	- i
3rd year	\$16,051.00		\$17,175.00	
4th year	\$16,923.00		\$18,108.00	
5th year	\$18,222.00		\$19,498.00	- c

See Front

Section 2. Wages will be paid every Friday. The pay covers the period of the preceding week which ended on the Thursday prior to the Friday pay day.

ARTICLE NO. 26 SEPARATION OF EMPLOYMENT

Upon termination of employment, the employee shall return all clothing and equipment previously issued to him or in his possession prior to being paid any money due him. The employer shall then pay all monies due on the pay day in the week following the termination or return of clothing and equipment, whichever occurs later.

ARTICLE NO. 27 TRAINING

Employees who are required by the Chief of Police to attend training seminars during their off duty time shall be compensated at their regular rate of pay.

ARTICLE NO. 28 BULLETIN BOARDS

Section 1. The Employer shall provide space on bulletin boards in the Cass City Police Department for the posting of Association business only, and provide the Chief of Police a copy of the notice before posting.

ARTICLE NO. 29 SEPARABILITY AND SAVING CLAUSE

Section 1. If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section or persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby. The parties shall enter immediate negotiations to arrive at a mutually agreeable replacement for the provision held invalid.

ARTICLE NO. 30 WAIVER

section 1. The parties acknowledge that during the 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 under-

standings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, 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 by 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 of negotiation of this Agreement.

ARTICLE NO. 31 AMENDMENTS

Section 1. It is understood and agreed that this Agreement may be amended or modified upon mutual agreement between the Employer and the Association.

ARTICLE NO. 32 TERMINATION

This Agreement shall be effective on the 1st day of May, 1981, and shall remain in full force and effect until the 30 day of April, 1983.⁸⁶ It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, in which case this Agreement shall continue in full force and effect until termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 28 day of MAY, 19 81.

VILLAGE OF CASS CITY

[Signature]

Joyce La Roche

VILLAGE OF CASS CITY
POLICE ASSOCIATION

Donald Miller, Jr.

Kenneth C. Schott

Phillip J. Klaus

E. Ray Howard
IOP Field Rep.