

24/1/94

AGREEMENT
between
VILLAGE OF PENTWATER
and
LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

APRIL 1, 1992 - APRIL 1, 1994

Pentwater, Village of

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AGREEMENT

THIS AGREEMENT, entered into on this 1st day of April, 1990, between the Village of Pentwater (Pentwater, Michigan), its successors and assigns (hereinafter referred to as the "Employer"), and the Labor Council Michigan Fraternal Order of Police (hereinafter referred to as the "Union").

PURPOSE AND INTENT

It is the purpose and intent of the parties to this agreement that its result should promote mutual cooperation and further the safety and welfare of the citizens of the Village of Pentwater, to set forth the general policy of the Employer on personnel and procedure, to establish rates of pay and hours of work, to provide for a disposition of grievances and to improve the efficiency of all employee services, to the end that the citizens of the Village of Pentwater may be better served.

ARTICLE I

RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1964, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit, described as follows:

All full-time police officer-employees of the Pentwater Police Department, Village of Pentwater, but excluding the Chief of Police and all other supervisory employees and all other Village employees.

ARTICLE II

UNION SECURITY AND DUES CHECKOFF

Section 1. An employee who is hired into the Police Department on a full-time basis shall be required, as a condition of employment, to become and remain a member of the Lodge for the length of this agreement. All future employees shall be required to become and remain Lodge members within thirty (30) days after being so employed. Employees who fail to comply with this agreement shall be discharged by the employer within (30) days after receipt of written notice to employer from the Lodge.

Section 2. The Union shall obtain from each of the employees represented a completed authorization form in the form as reproduced under Section 4 below this article

Section 3. The Employer shall only check-off obligations which come due at the time of check-off and will make check-off deductions from the pay for the second (2nd) payroll period of the month only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refunds to employees if they have duplicated a check-off deduction by direct payment to the Union.

Section 4. The Union shall exclusively use the check-off authorization as herein provided for:

DUES CHECKOFF CARD

I hereby request and authorize to be deducted from my wages earned 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 to the LABOR COUNCIL FRATERNAL ORDER OF POLICE, 667 East Big Beaver, Suite 205, Troy MI 48083.

_____ (Print) Last Name		_____ First Name		_____ Middle Initial			
_____ Address			_____ City		_____ State		_____ Zip
_____ Social Security Number				_____ Signature		_____ Date	

The written authorization shall remain in full force and effect until the termination of this agreement or until revoked in writing by the employee.

Section 5. Deduction amounts for dues shall no be subject to change except for one (1) adjustment each contract year by the Union upon providing thirty (30) days written notice of such change.

Section 6. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fees, or in reliance upon any list, notice, certification or authorization furnished under this article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

Section 7. The employer agrees to Dues and/or representation fees check-off as provided under this article without charge to the Union or the employee.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. The Union recognizes the Employer as the proper party to perform the usual and historical functions of management, and that, in order to insure the welfare and safety of the citizens of the Village of Pentwater, it must have the maximum freedom to manage consistent with the terms and provisions of this agreement, and that the enumeration of management functions herein shall not be deemed to exclude other function of management not herein enumerated, and accordingly, the Union agrees that some of these usual and historical functions are:

- A. To direct the work force;
- B. The right to plan, direct and control operation and the use of all equipment and other property of the City;
- C. To hire, suspend or discharge employees for just cause;
- D. To transfer employees within the police Department;
- E. To relieve employees from duty for lack of work or lack of funds;
- F. To maintain discipline of employees, including the right to make rules of conduct and rules of regulations governing the operation of the Police Department not inconsistent herewith and, in effect, as of the date of this agreement, shall remain in force. There may be amendments, supplements and additions to said rules and regulations during the term of this agreement. The Village shall give reasonable notice of such amendments, supplements or additions prior to implementation. Such rules shall be reasonable and shall relate to the performance of a police officer's duties. All such rules and regulations shall be subject to the grievance procedure;
- G. The right to study or introduce new or improved production methods or facilities;
- H. To make all financial decisions;
- I. To determine the organization of management and the selection of employees for promotion to supervisory and other management functions; and
- J. To determine methods and schedules of service and work, including technological alterations, the transfer or subcontracting of work, the type of equipment and the sequence and nature of processes to be utilized.

And further, the employer hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, dues and responsibilities conferred upon it and required of it by law and exercised by it in the management and operation of a Village Police Department.

Nothing in this Section shall be construed as authorizing the violation of any provision of this agreement or as permitting of discrimination against any employee because of lawful activities in behalf to the Association or because of age, race, creed, sex, color or national origin.

ARTICLE IV

REPRESENTATION

Section 1. All employees who are covered by this agreement shall be represented for the purpose of the grievance procedure and negotiations by representatives and the bargaining committee, to be chosen by the Union.

Section 2. The Bargaining committee shall be composed of one (1) duly elected member and one (1) alternate who shall be employed with at least six (6) months seniority. In lieu of a steward, the bargaining committee member or alternate shall assist in the grievance procedure.

Section 3. No member of the committee or any representative will be paid for any time spent in collective bargaining. The employer shall make a reasonable effort to alter the work schedule, if necessary, to schedule the bargaining committee representative off-duty for periods of negotiations, provided it can be done consistent with the safety and welfare of the citizens of the Village of Pentwater and without other adverse impact to the employer.

Section 4. It is understood that the safety and welfare of the citizens of the Village of Pentwater are foremost and, accordingly, no member of the committee or representative, in the performance of any Union-related business, will disregard any of the rules and procedures regarding such safety and welfare; provided, however, the employer will cooperate in the granting of permission to investigate grievances.

Section 5. All grievances will be investigated during non-working time except when it is necessary, in the opinion of the Chief of Police, to do so on working time. In that event, the representative investigating the grievance will proceed promptly and will be paid for the time spent.

ARTICLE V

SENIORITY

Section 1. Seniority is defined to mean the length of continuous service of an employee with the employer sense the day and year of the employee's last hiring, and if two or more employees are hired on the same day, seniority preference shall be determined by lot.

Section 2. During the first twelve (12) months of continuous active employment an employee shall be on probation. There shall be no responsibility to re-employ any probationary employee who is discharged, or otherwise terminated, during the probationary period. Upon completion of the probationary period, the employee's name shall be placed on the seniority list with seniority from the original hiring date.

Section 3. Grounds of loss of seniority. Seniority shall accumulate until it is broken for one of the following reasons:

- A. If the employee quits or retires;
- B. If the employee is discharged for just cause and the discharge is not set aside in the grievance procedure;
- C. If the employee is absent for one (1) full workday without properly notifying the employer, unless a reasonable explanation to the employer of both the absence and failure to notify is given. Employees will properly notify the employer promptly and before the shift when necessity for absence becomes apparent, and failure to so notify shall result in discipline, up to and including discharge;
- D. If an employee, upon proper notification of recall from layoff, fails to report within two (2) working days following notification at the last known address. Notification to employees by certified mail or telegram delivered to the last address appearing on the employee's record shall be considered proper notice. Each employee shall be responsible for having his proper address on record with the employer. Nothing in this item (D) shall be deemed to preclude the employer from filling any vacancy caused by the failure of an employee to report promptly after notification in such manner as the employer shall determine until such employee reports for work or has lost his seniority under this provision;
- E. If the employee, for any reason other than sick leave or leave of absence granted by the employer, is off the active payroll for a period of six months;
- F. If an employee works for another employer while on leave of absence, unless agreed to in the leave of absence; or
- G. If an employee fails to report to work at the expiration of his leave of absence, unless a reasonable explanation is given.

Section 4. Employees transferred from the bargaining unit to an excluded classification before or during the term of this agreement, upon being returned to the bargaining unit, shall have retained but shall not accumulate their seniority while working in the excluded classification. They shall have no rights under this agreement while in the excluded classification.

ARTICLE VI

LAYOFF AND RECALL

Section 1. Seniority shall apply to layoff and recall as follows:

- A. When a reduction in the work force occurs, temporary seasonal, part-time, full-time officers on probation and then employees in the classification with the least seniority will be laid off in the aforementioned order.
- B. Employees shall be recalled in the reverse order of their layoff. Probationary employees shall not be recalled or new hires made until all employees with seniority have been recalled.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1. Any union representative or other officer of the union employed by the employer having an individual grievance in connection with his own work may ask for a member of the bargaining committee to assist him in adjusting the grievance, in a manner provided for in the grievance procedure. When an employee presents his own grievance without intervention of the committee representative, the representative shall be allowed to be present upon consent of the employee. A grievance shall be defined as a written complaint by an employee or group of employees concerning the application or interpretation of this agreement.

Section 2. Step 1

- A. Any employee having a specified grievance shall take the matter up with the Chief of Police within (5) days following the alleged occurrence of the grievance. The supervisor shall attempt to adjust the matter in a manner not inconsistent with the terms of this agreement.
- B. Any employee may request his immediate supervisor to call the union representative to handle the specified grievance. No further discussion of the grievance will be held until a meeting with the representative can be arranged.
- C. Grievances which are not so settled shall be reduced to writing on appropriate forms and signed by the aggrieved party. The representative shall meet with the Village President, or his designee, no later than three (3) days following the signing of the grievance. These parties shall attempt to settle the grievance.
- D. The Village President shall write his disposition on all copies of the grievance forms and shall return it to the representative within ten (10) calendar days of said meeting.

Section 3. Step 2

- A. If the answer at step 1 is not satisfactory, the grievance may be presented by the Union's bargaining committee to the Village Council within five (5) calendar days after receipt of the answer in step 1.

Upon proper presentation, a meeting shall be held between the bargaining committee and the Village Council within twenty (20) days of presentation of attempting to settle the matter in dispute. The Village Council or its representative shall give their answer within fifteen (15) calendar days after the meeting.

Section 4. Step 3

If the Village Council's answer is unsatisfactory, the union may request arbitration. Said request shall be filed with the Federal mediation and Conciliation Service (hereinafter called "FM&CS") within fifteen (15) working days from the date the answer was received. The union shall request from FM&CS a panel of five (5) qualified arbitrators. A copy of this request shall be given to the Village Council. Upon receipt of the panel, the chairperson of the union bargaining committee or a designated alternate and the president of the Village Council shall alternately strike names from this list with the right of the first strike being decided by the flip of a coin. After two (2) names have been struck by each party, the remaining name will be the arbitrator's decision which shall be final and binding upon the Village, the union, and the employee. The cost of the arbitrator's services and expenses shall be shared equally by the Village and the Union.

Section 5. The arbitrator shall have no power to amend, add to, alter, ignore, change or modify the provisions of this agreement and his decision shall have the power to award to either party the remedy he considers appropriate to the circumstances, within the limitations of this provision.

Section 6. For the purpose of this article, the term "days" shall refer to Monday through Friday, exclusive of holidays.

Section 7. Each side will be responsible for the costs of its witnesses.

ARTICLE VIII

LEAVES OF ABSENCE

Section 1. A leave of absence for five (5) workdays or less may be requested and granted verbally to any employee with seniority in the discretion of the employer.

Section 2. A leave of absence in excess of five (5) workdays but less than thirty (30) calendar days must be requested in writing, with reasons given, at least ten (10) workdays in advance of the commencement of the leave.

Permission from the employer, if granted, shall be in writing, with a copy to the steward.

Permission for any extension must be secured in writing from both the union and the employer but shall not exceed an additional thirty (30) calendar days.

No leave of absence shall be granted under this section for the purpose of enabling an employee to undertake employment elsewhere or self-employment.

Section 3. Sick leave of absence

- A. An employee with seniority who shall be injured or who shall become ill on or off the job, and whose claim of injury or illness is supported by evidence satisfactory to the employer, will be granted a sick leave of absence by the employer for the duration of the disability, up to the length of his seniority at the time of such illness or injury, or six (6) months, whichever is less. In extenuating circumstances, the employer and the union may grant an additional period of leave not exceeding six (6) more months, providing there is medical support for the leave.
- B. An employee granted sick leave of absence, upon his verbal request, shall, at the first reasonable opportunity under the circumstances presented, support such request with an application in writing and with such evidence of his need for leave as the employer may reasonably require.
- C. The employer may require an employee to furnish a physician's statement that he has adequately recuperated and is able to return to work on his job or a job to which his seniority would entitle him.

Section 4. Maternity leave of absence. A maternity leave of absence will be granted by the employer to any female employee with seniority who is pregnant, pursuant to the following procedures:

- A. Within the first four (4) months of pregnancy, the employee shall present a certification from her physician setting forth his estimate of the date of expected delivery and his option as to her ability to continue working. The leave shall commence at the time when her physician certifies that she should no longer continue on the job her disability ceases following delivery but no longer than her physician certifies her ability to return to work. The leave shall in no event be for a period longer than a sick leave of absence.

B. Before returning to work the employee shall present a certificate from her physician as to her fitness to return to her usual job assignment, or the job to which her seniority would entitle her.

Section 5. Union business leave. Upon fifteen (15) days advance written request of the union, the employer will grant an elected representative of the union a leave of absence for the purpose of attending to union business, provided that such leaves of absence shall be granted to no more than one (1) employee at a time for a period of not longer than one (1) week.

Section 6. Military leave to absence. The employer and the union agree that the matter of absence for, and of reinstatement of, an employee during his period of military service with the Armed Forces of the United States shall be solely governed by applicable Federal statutes as interpreted by decisions of the Courts.

Employees with seniority who are required to attend military training camp shall, upon proof shown, be permitted the time off.

Section 7. Effect of falsifying reason for leave of absence. An employee who gives a false reason for obtaining a leave of absence is subject to disciplinary action, including discharge for so doing.

Section 8. Accumulation of seniority while on leave of absence - no pay. During all leaves of absence, seniority shall be retained and accumulated. All leaves are without pay.

ARTICLE IX

NO DISCRIMINATION

Section 1. In accordance with all applicable laws and regulations it is the policy of the Village and the union that the provisions of this agreement shall be applied to all employees covered by this agreement without regard to race, color, creed, national origin, sex, age, or any other existing or future protected class under any applicable law or regulation.

ARTICLE X

NO STRIKE - NO LOCKOUT

Section 1. The parties hereto recognize the existence of Act 336, public Acts of 1947, as amended, and agree to be bound by the provisions thereof. In addition, the parties further agree that there will be no concerted failure to report to work, cessation or interruption of work, slow-down, picket, strike or lock-out during the term of this agreement, or during any period of time when negotiations are in progress between the parties for the continuance or renewal of this agreement.

ARTICLE XI

DISCIPLINARY ACTION

Section 1. When it becomes necessary to take disciplinary action against any person covered by this contract, such action shall be taken within seven (7) days.

Section 2. The employer agrees that it shall not discipline an employee except for just cause.

Section 3. An employee shall be entitled to representation by a union representative at any hearing or meeting in which the employee is in attendance and which is conducted by the employer or department where such hearing or meeting may reasonably lead to disciplinary action. The employer shall notify the employee of the purpose of such a hearing or meeting prior to its commencement.

Section 4. The employer shall reduce to writing all charges or alleged violations prior to invoking disciplinary action against an employee. A copy of said charges or alleged violations shall be provided to the employee and the union. Such charges or alleged violations shall cite the specific sections of rules and regulation or appropriate law/ordinance which the employee is alleged to have violated.

Section 5. The Labor Council representative shall be given a copy of all reports complaints or other information filed by an employee, supervisor or any other officer or department or department head or any such complainant whomsoever, which are the basis for disciplinary action, at the time the disciplinary action is initiated.

Section 6. An employee who has been suspended or discharged shall be given a reasonable opportunity to consult with his union representative before he is required to leave the premises.

Section 7. An employee who is disciplined, suspended or discharged shall be provided notification of such and the reasons therefore. A copy of such notification shall be provided to the union.

Section 8. In imposing discipline on a current charge, the employer will not base his decision on any prior infraction which occurred more than one (1) year previously.

Section 9. Where an employee and/or the union wishes to grieve such employee's suspension or discharge, a written grievance regarding same must be filed under step 1 (c) of the grievance procedure provided in Article VII of this labor agreement with the Village President within five (5) working days of the date of such suspension or discharge.

ARTICLE XII

DISCHARGE

Section 1. No employee shall be discharged except for just cause, and in no event until he has been furnished with a written statement of the charges and the reason for such action.

ARTICLE XIII

VALIDITY

Section 1. In the event that any of the provisions of this agreement shall be or become invalid or unenforceable by reason of federal or state law now existing or hereafter enacted, such invalidity or unenforceability shall not affect the remaining provisions hereof.

ARTICLE XIV

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 covered by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE XV

HOURS OF WORK

Section 1. The work schedule of employees shall be as prescribed by the Departmental Supervisor or Chief of Police.

Section 2. The normal work schedule, which is not a guaranteed workweek, for the employees shall be eight (8) hours per day and forty (40) hours per week.

Section 3. Subject to manpower requirements and prior approval of the Chief of Police or his designee, employees shall have the right to trade workdays and hours.

ARTICLE XVI

OVERTIME

Section 1. Employees shall be paid one and one-half (1-1/2) times their straight-time hourly rate for all hours worked in excess of forty (40) hours in any workweek.

Section 2. Overtime shall be mandatory at the discretion of the Departmental Supervisor or Chief of Police, if reserve officers are not available, and according to seniority.

Section 3. All overtime banked as compensatory time shall be banked at the earned rate and used at the earned rate.

ARTICLE XVII

CALL BACK

Section 1. An off-duty employee who is called back to work for reasons other than listed below, shall receive pay for all hours actually spent on such activities with a minimum of (1) hour call-back pay. Said payment shall be at the rate of time and one-half (1-1/2).

An off-duty employee who is called back to work for reasons such as time spent in court testifying, time spent in signing complaints and other official documents, shall receive pay for all hours actually spent on such activities, with a minimum of two (2) hours call-back pay. Said payment shall be at the rate of time and one-half (1-1/2)

Employees receiving compensation pursuant to this Article shall have the option of compensatory time off in lieu of pay. The employee shall indicate his choice to the employer at the time of his submission for compensation.

ARTICLE XVIII

HOLIDAYS

Section 1. For the Purpose of this agreement, the following days will be considered holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Day After Thanksgiving

Christmas Day
Birthday
Easter Sunday
Thanksgiving Day
Christmas Eve Day 1/2 Day

Section 2. To be eligible for holiday pay, an employee shall have worked his scheduled workday immediately preceding and following any

paid holiday, unless such absence is approved by the employer. An employee not actively employed as of the date of the holiday shall not be eligible for holiday pay.

Section 3. If an employee works a holiday, he shall receive, in addition to his regular pay, time and one-half (1-1/2) for all hours worked. If an employee does not work on a holiday, he shall receive (8) hours of pay at his regular straight time hourly rate.

Section 4. Each employee shall be allowed one (1) personal leave day per year. This personal leave day shall be selected by the employee, subject to the scheduling needs of the Department.

Effective 4/1/90 add one (1) additional personal leave day.
Effective 4/1/91 add one (1) additional personal leave day.

ARTICLE XIX

VACATIONS

Section 1. All full-time employees shall be eligible for vacation leave, with pay computed at straight time rates up to accrual of the following:

After 1 year of continuous service	-	5 days
2 years to 8 years of continuous service	-	10 days
9 years to 15 years of continuous service	-	15 days
16 or more years of continuous service	-	20 days

Section 2. Request for vacation time shall be made in writing to the Chief of Police at least thirty (30) days in advance. The Chief, however, may reduce or waive the notice. Every effort will be made to grant the request time off provided it will not work a hardship on the department or fellow employees.

Section 3. An employee may carry over to the next year that time not previously used, but must be taken within the next quarter year subject to seniority and workload.

Section 4. Vacations shall be considered as a matter of right, and if cancelled because of work necessity, shall be rescheduled or paid of at straight-time as extra compensation for the period, whichever the employee chooses.

Section 5. Employees shall be permitted to choose either a split or entire vacation period. Senior employees shall have first choice of time periods.

ARTICLE XX

SICK LEAVE

Section 1. Upon completion of the probationary period, all full-time employees covered by this agreement will earn one (1) day of sick leave per month of service at eight (8) hours straight-time pay. Such time may be accumulated to a maximum of one-hundred twenty (120) days.

Section 2. Sick leave shall be construed to mean that any eligible employee shall be entitled to sick leave with straight time pay for the time set forth above during any incapacitation, illness or noncompensable injury suffered by the employee, provided, however, that the Village may require proof or a certificate of such incapacity from its own doctor.

Section 3. Upon voluntary retirement an employee shall be paid for a maximum of sixty (60) days accumulated sick leave. Said payment to be made based on the employee's prevailing rate at the time of termination.

Section 4. Any employee injured on the job so as to render himself unfit for work in the opinion of a duly qualified physician, when demanded by the Village shall be paid for loss of time when such loss of time is no compensated for by Worker's Compensation Insurance at the rate of his regular rate of pay for a period not to exceed one (1) year, provided such injury is compensable under the provisions of the Worker's Compensation Insurance. After one (1) year the Village shall pay only 10% of such payments. The 10% shall be kept at the level of the payments made at the end of the one (1) year period. After the one (1) year period, benefits will be limited to health and life insurance, seniority and retirement. Payments shall not exceed net pay.

Section 5. Sick leave may be used by an employee during an emergency situation concerning a spouse or child.

Section 6. For any employee hired after April 1, 1992 the following language shall replace the language in Section 3 of this Article.

At the time an employee terminates employment due to retirement only, their accumulated sick leave will be paid by the following formula:

Accumulated Day X Base Rate X 2% X Years of Service

ARTICLE XXI

UNIFORMS

Section 1. Except that equipment customarily furnished by an officer, the Village shall furnish each full-time employee upon hiring with the necessary uniforms and equipment. The type and

quality of equipment provided the employee is exclusively a decision of the Village.

Section 2. The Village shall continue to furnish cleaning -- at the Village expense -- of the uniform.

Section 3. Articles of uniform and equipment rendered unserviceable by virtue of normal wear or damage in the line of duty will be replaced as needed by the Employer. Worn or damaged articles shall be turned over to the Village upon replacement of same. All present uniforms and equipment and any future uniforms or equipment that are issued to the employee shall become and shall remain the property of the employer.

ARTICLE XXII

BEREAVEMENT LEAVE

Section 1. Full-time employees shall be paid for any regular time lost, not to exceed five (5) days -- eight (8) hours each day -- if necessary, at the time of the death of funeral in an employee's immediate family, provided such days are consecutive and one of the days is the day of the funeral. Immediate family shall be defined as: Mother, father, step-parents, husband, wife, son, daughter, step-children, father-in-law, mother-in-law, brother-in-law, sister-in-law, brother, sister, grandparents, and current spouse's grandparents.

ARTICLE XXIII

INSURANCE

Section 1. For all full-time officers covered herein who have completed thirty (30) calendar days of employment, the Village will continue in effect for the duration of this agreement the Blue Cross-Blue Shield hospitalization plan, with a \$2.00 prescription rider, that was in effect as of July 1, 1978. The Village will pay the entire costs of said premium.

Section 2. In the event of layoff, the Employer's obligation to pay a portion of the above premiums shall cease the month following the month in which the layoff begins.

In the event of a leave of absence, the Employer's obligation to pay a portion of the above premiums shall cease at the end of the month in which the leave commences.

Section 3. The Village reserves the right to select or change the insurance carrier upon advance notice to the Union and provided the new coverage provided a comparable overall benefit level.

Section 4. The Village shall provide full-time employees with life insurance in the amount of \$10,000.

Section 5. The insurance coverage described in Section 1 shall be provided by the Village to the retiree and retiree's spouse. The Village shall be obligated to pay 50% of the benefit, with the retiree paying the remaining 50%.

Section 6. The Employer shall provide each employee with \$400 per year with extra medical expensed, to be used for the uncovered portion of insurance claims and for dental/optical expenses incurred. This benefit may be accumulated. For reimbursement, the following must be provided.

1. Date of Service
2. Type of service provided (i.e., office visit, x-ray, glasses, etc.)
3. Date and amount paid

This is a reimbursement for paid bills and there is no carry over of bills from year to year.

ARTICLE XXIV

PENSION

Section 1. For all full-time employees who have completed their probationary period, the Village shall continue, during the duration of this contract, their program of shared contributions to the Michigan Municipal Employee's Retirement System Plan C-2, F-55 with 25 years of service.

Section 2. The employee share of the pension contribution shall be 3% of the first \$4,200 and 5% above \$4,200 (with the Village paying the 2% between the 3% and 5% over \$4,200 on the employees behalf.)

ARTICLE XXV

WAGES

Section 1. Effective 4/1/92 police officers covered by this agreement shall be paid \$10.30 per hour.

Effective 4/1/93 the contract will be reopened for the issue of wages only.

Section 2. Any new hires covered by this agreement may be hired at \$1.00 per hour below the existing rate. After (6) months of continuous service, the employee shall receive a fifty cent (\$.50) increase and after one (1) year of continuous service, the employee shall receive the existing rate.

ARTICLE XXVI

DURATION TERM

Section 1. The parties agree this agreement shall be effective as of the first day of April, 1992, and shall continue in force and effect until and including April 1, 1994.

Either party must notify the other in writing of its desire to terminate, change or amend any of the provisions in this agreement sixty (60) days prior to the expiration date. Failure to provide such notification shall automatically renew this contract from year to year thereafter.

Both parties agree to make every effort to conclude negotiations prior to any expiration date of this agreement.

IN WITNESS WHEREOF, the parties hereto, have by their officers duly authorized in the premises, executed this agreement as of the day and year above written.

LABOR COUNCIL MICHIGAN
FRATERNAL ORDER OF POLICE

By: Fred L. Marie

By: _____

THE VILLAGE OF PENTWATER
PENTWATER, MICHIGAN

By: Lloyd D. Walsenke

By: Donald E. Palmer

By: John R. Morris

April 12, 1993

The regular meeting of the Pentwater Village Council was called to order at 7:00 p.m. by John R. Morris with the Pledge of Allegiance.

Members present: Hartsuiker, Palmer, Mack, Holmstrom, Griffis.
Members absent: Wisniewski.

The minutes of the April 5, 1993 Public Hearing were approved as read with a motion by Mack, supported by Hartsuiker. Ayes all. Motion carried.
The minutes of the March 22, 1993 regular meeting were approved as corrected. The corrections are: to add seasonal to the \$20.00 senior citizen ramp rate and that Mack seconded the Personnel Committee's recommendation to appoint Ralph Briese as Police Chief.

Personnel Committee recommended that the Police Dept. F.O.P. employees receive a 40¢ per hour raise and that the DPW and Bookkeeper receive a 4% wage increase effective 4/1/93. Holmstrom seconded. Roll Call Vote. Ayes all. Motion carried. The Personnel Committee announced that it would be interviewing applicants this Saturday, starting at 9:30 a.m., for the DPW job opening. Also the Personnel Committee recommended Sharon Harvey as interim Clerk. Mack seconded. Roll Call Vote. Ayes all. Motion carried.

The Parks & Recreation Committee reported that a recommendation will be made on April 26, 1993 for the Summer Recreation Director position. Also, that a bill was received from Hart Recreation for our 1991 & 1992 participation at a cost of \$4.00 per participant. Palmer indicated that Council had previously approved \$3.00 per participant for 1991, he recommends that we hold the 1992 bill until he hears back from Gary Worth of the Hart Rec.

President's Report: Morris reported that the Hart Lion's Club has requested to have their White Cane drive on April 30 and May 1, 1993. Mack made a motion to allow their request. Holmstrom supported. Ayes all. Motion carried. Morris also reported that word has been received that the Rec Plan has been accepted. Lastly, Morris indicated that he would be making Committee appointments at the April 26, 1993 meeting and that if any Council member had a desire to be on a particular Committee to let him know.

Hartsuiker made a motion to allow Mr. & Mrs. John Neidow's request to modify their Special Land Use Permit to expand their Bed & Breakfast to 5 bedrooms at 438 E. Lowell. Holmstrom seconded. Morris noted that the Planning Commission recommended unanimously to allow the request. Roll Call Vote: Ayes: Hartsuiker, Palmer, Holmstrom, Griffis. Nays: Mack. Motion carried.

Mack moved to approve the Harry L. Shiparski request to vacate that portion of Concord Street directly north of the Nickerson Inn property. Hartsuiker supported. Morris informed Council that the Planning Commission voted unanimously to approve this request. Roll Call Vote. Ayes all. Motion carried. Copy of Resolution to be attached.

Meeting adjourned at 7:35 p.m. Sine Die.

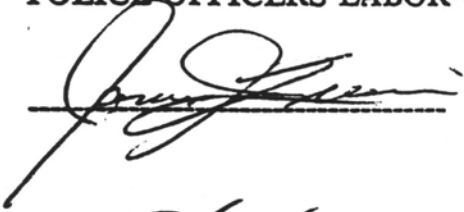
Cake and coffee were served in honor of the retirement of Frank Steiger and Raymond Wolf.

FOP
Contract
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AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

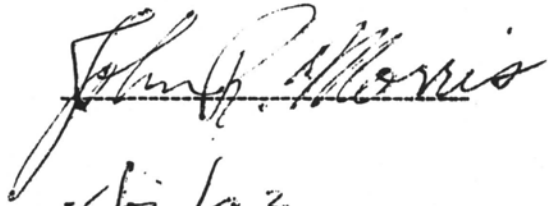
All references to Fraternal Order of Police, and/or Labor Council, Michigan Fraternal Order of Police contained within the Collective Bargaining Agreement are amended to reflect a name change to "POLICE OFFICERS LABOR COUNCIL".

POLICE OFFICERS LABOR COUNCIL:



7/20/93
DATED:

EMPLOYER:



8/3/93
DATED: