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6/30/94

**AGREEMENT**

between

**VILLAGE OF WOLVERINE LAKE, MICHIGAN**

and

**WOLVERINE LAKE POLICE**

**AFSCME COUNCIL 25**

**LOCAL # 1917**

**SERGEANT UNIT**

**JULY 1, 1991 to JUNE 30, 1994**

*Wolverine Lake, Village of*

**LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University**

**SERGEANT AGREEMENT  
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## AGREEMENT

This agreement, made and entered into this    th day of January, 1992 by and between the Village of Wolverine Lake (hereinafter called the "Employer" or "Village") Michigan and AFSCME Council 25 Local 1917 (hereinafter referred to as the "Union") has as its purpose, the promotion of harmonious relations between the Village and the Union; the establishment of an equitable and peaceful procedure for the 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 this 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 Village, the Union, employees and the community.

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

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

### ARTICLE I - RECOGNITION

Section 1. - Employees Covered: Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Village of Wolverine Lake does hereby recognize the Union as the sole 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 Village of Wolverine Lake Police Department included in the bargaining unit described below:

All full-time Sergeants excluding Patrol Officers, Dispatcher Clerks, Chief of Police and all other employees.

### ARTICLE II - AID TO OTHER UNIONS

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 of undermining the Union.

### **ARTICLE III - MANAGEMENT RIGHTS CLAUSE**

**Section 1.** The Village Council on its own behalf and on behalf of its electors and by and through the designated representatives and Department Heads hereby retains and reserves unto itself without limitation 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 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 Council including but without limiting the generality of the foregoing, the right:

(a) To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used and the discontinuance of any services or methods of operation;

(b) To introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;

(c) Subject to the terms of this Agreement, to subcontract or purchase the construction of new facilities or the improvement or existing facilities;

(d) To determine the number, location and type of facilities and installations;

(e) To determine the size of the work force and increase or decrease its size;

(f) To hire new employees, to assign and lay off employees, to reduce the work week or the work day or effect reductions in hours by combining layoffs in accordance with this Agreement and reductions in the work week or work day;

(g) Subject to the terms of this Agreement, to permit municipal employees not included in the bargaining unit to perform bargaining unit work in emergencies;

(h) To direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;

(i) To determine lunch, rest periods and clean-up times, the starting and quitting times and the number of hours to be worked;

(j) To establish and change work schedules, work standards and the methods, processes and procedures by which such work is to be performed;

(k) To discipline, suspend and discharge employees for just cause;

- (l) To carry out cost and general improvement programs;
- (m) To transfer, promote and demote employees;
- (n) Subject to the terms of this Agreement, 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;
- (o) To establish training requirements for purposes of maintaining or improving professional skills of employees and for purposes of advancement.

It is understood that the rights, powers, authorities, duties and responsibilities provided in this Article are limited by the express provisions 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, deleted, 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 exclusively and without limitation within the rights of the Village.

Section 2. Nothing contained herein shall be construed to deny or restrict the Village of its rights, responsibilities and authority under the laws of the State of Michigan or any other national, state, county, district or local laws or regulations as they pertain to conducting the affairs of the Village.

Section 3. Except as expressly provided by the terms of this Agreement, the determination and administration of Village policy, the operation of the Village and the direction of the employees are vested exclusively in the Village, in the Manager when so delegated by the Council and by and through the designated representatives and Department Heads. The exercise of judgment and discretion by the Village and its administrators not in conflict with the expressed terms of this Agreement shall be upheld.

#### ARTICLE IV - UNION SECURITY AND CHECKOFF

Section 1. Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

Section 2. The Village agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the Village provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Village and the Union.



Section 3. To the extent permitted by Federal Law or the laws of the State of Michigan, any person employed with the Village and covered by this agreement who is not a member of the Association and who does not make application for membership within thirty (30) days of employment or upon becoming a member of the bargaining unit, whichever is later, shall as a condition of employment, pay the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Village from the Union, unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Village from fulfilling the obligation to discharge if during such thirty (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

Section 4. The Village agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Village, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Police Department and to the Union.

Section 5. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the Village to rely upon and to honor certification by the Director of Labor Services or his agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union Dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Union, 23855 Northwestern Highway, Southfield, MI 48075.

Section 6. The Union shall indemnify and save the Village harmless against any claims, demands, damages or other financial loss, suits, and other forms of liability that may arise by reason of the Village's compliance with provisions of Article IV of this Agreement.

Section 7. An employee shall cease to be subject to the payroll deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Village of the names of such employees following the end of each month in which the termination took place.

#### **ARTICLE V - EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The Village will not discriminate against any employee with respect to hours, wages, terms, or conditions of employment by reason of his membership in, or

participation in the activities of the Union.

Section 2. The Union agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, religion, marital status, age, height, weight, handicap, sex, or national origin.

Section 3. The Village and the Union agree to continue their policies of not discriminating against any employee or applicant for employment on the basis of race, creed, religion, marital status, age, height, weight, handicap, color, sex, or national origin.

#### **ARTICLE VI - REPRESENTATION**

Section 1. The employees shall be represented by a Steward who shall be a regular seniority employee on one of the respective shifts. In addition to the regular Steward, there shall be an Alternate Steward to act in his absence.

Section 2. The Union shall certify in writing the name of the Steward and the 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 a Steward is not working, the President of the Local, upon notification, shall designate one of the working employees as a temporary Steward. The name of the temporary Steward will be furnished in writing to the appropriate supervisor.

Section 4. The Steward shall be allowed reasonable time to investigate any grievance occurring within his respective area of representation during his scheduled working hours without loss of pay. Should it become necessary for a Steward to leave his place of work in order to investigate a grievance, the Steward shall first notify his immediate supervisor of the name of the employee he is going to see, and shall allow his immediate supervisor to make arrangements to insure an uninterrupted work schedule when necessary before leaving the work to which he is assigned.

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

Section 5. Neither the Union nor its officers, Stewards or members shall conduct any Union activity during the working hours other than the handling of grievances in the manner and to the extent provided herein.

Section 6. There shall be a Grievance Committee composed of not more than two (2) full-time seniority employees, one of whom shall be the President of the Union and one a Steward. The Union shall furnish the Village with the names and addresses of the members of the Grievance Committee upon their election or appointment by the Union.



Section 7. Should the members of the Grievance Committee be required to attend a grievance meeting during their scheduled working hours, they shall do so without loss of pay. If the meeting is not during the scheduled working hours, the members shall receive no pay.

## **ARTICLE VII - VILLAGE AND DEPARTMENTAL RULES**

Section 1. The Village, by and through the designated representatives and Department Head, shall continue to have the right to establish, adopt, change, amend and enforce Village rules and/or Departmental rules and regulations, not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, rules of conduct and work rules.

Section 2. New or amended work rules and/or regulations will be announced five (5) calendar days prior to their effective date.

## **ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this Agreement shall be settled in the following manner except that the parties may mutually agree to extend the time limits of the following procedure and requests for extensions shall be in writing. The approval of a request shall not be unreasonably withheld by either party.

### Step I:

Any employee having a grievance shall first take up the matter with his immediate supervisor and his Steward, if so desired by the employee. The supervisor shall attempt to adjust the matter and shall respond to the Steward or employee within three (3) working days.

### Step II:

If the grievance has not been settled, it shall be presented, in writing, by the Union Steward or the Union Grievance Committee to the Department Head within three (3) days after the supervisor's response is due. The Department Head shall respond to the Union Steward or the Grievance Committee in writing within three (3) working days.

### Step III:

If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative, or Grievance Committee to the Village Administrator in writing within five (5) days after the response of the Department Head is due. The Village Administrator

shall respond in writing to the Union Steward, Representative or Grievance Committee (with a copy of the response to the Local Union President) within three (3) working days.

Step IV:

If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Village Administrator is due, by written notice to the other, request arbitration.

The arbitration proceeding, limited specifically to the point in question, shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notices have been given. If the parties fail to select an arbitrator, the American Arbitration Association shall act as administrator of the proceedings.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made and, providing it pays for the record and makes copies available, without charge, to the other party and the arbitrator. The arbitrator shall rule on nothing not specifically brought before him. The arbitrator's decision shall be final and binding on both parties.

Section 2. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, 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 Union in writing; then the new date shall prevail.

Section 3. Grievance Committees: The employees selected by the Union to act as Union Representatives shall be known as "Stewards". The names of employees selected as the Steward and Alternate Steward shall be certified in writing to the Employer by the Local Union, and the individuals so certified, shall constitute the Union Grievance Committee.

The Employer shall meet as required, at a mutually convenient time, with the Union Grievance Committee. All Grievance Committee meetings shall be held at reasonable hours, on the Employer's premises, and without loss of pay.

The purpose of Grievance Committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Employer, other issues which would improve the relationship between the parties.

Section 4. Processing Grievances During Working Hours: Grievance Committee members may investigate and process grievances during working hours without loss of pay, if the case so warrants, and this privilege shall not be abused.

Section 5. The Arbitrator shall have no power to go beyond the scope of the grievance as filed in writing at Step III. The Arbitrator shall have no power to substitute his discretion in cases where the Village is given sole discretion to act by this Agreement or by any supplement or amendment thereto. In the event the arbitrator decides he has no power to decide or rule on an issue, he shall so rule and the matter shall be referred back to the parties.

Section 6. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
2. He shall have no power to establish salary scales or change any salary.

Section 7. 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 any 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.

Section 8. Special Conferences: Special conferences for important matters will be arranged between the Union and the Village upon the request of either party. Such meetings shall be between at least two (2) representatives of the Village and at least two (2) representatives of the Union; and either party may designate one or more outside representatives to act on its behalf.

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 IX - NO-STRIKE CLAUSE**

Section 1. The Union shall not cause, authorize, permit, sanction or condone nor shall any member of the Union take part in any strike, sit down, stay in, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work or interference with the operations of the Village, including a labor dispute between the Village and any other labor organization. The Union shall not cause nor permit its members to cause nor shall any member of the Union engage in any strike or restriction of work or refusal to perform work because of a labor dispute between the Village or any employer and any other labor organization whether or not the other labor organization establishes a picket line.

Section 2. In the event of such prohibited conduct the Union shall immediately instruct the involved employees in writing with a copy to the Village that their conduct is in violation of the contract and that they may be disciplined and/or discharged and further shall instruct all persons to (and take steps to see that all such persons) immediately cease the offending conduct. The Union further agrees that the Village shall have the right to discipline (including discharge) any or all employees who violate this Article.

Section 3. In the event of a violation of this Article, the Village shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

#### **ARTICLE X - 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, religion, height, weight, handicap, color, race, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

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

The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

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

#### **ARTICLE XI - UNION BULLETIN BOARD**

The Employer agrees to furnish and maintain one suitable Union bulletin board in a convenient place. The Union shall limit its posting of notices and bulletins, to notices of Union recreation, election, Union appointments, and results of Union elections, Union meetings, bonafide Union activity, not political or controversial posting.

#### **ARTICLE XII - UNIFORM ALLOWANCE**

Section 1. If a Sergeant is required to wear a uniform, he or she shall receive a \$680.00 uniform allowance annually.



Section 2. One-half of the uniform allowance will be paid during the first full week of July of each year and one-half will be paid during the first full week of January of each year. New hires will receive the full uniform allowance at the time of hire, provided that the following first full week of July, the new employee will receive a pro-rata uniform allowance based on his length of service prior to July 1st. For purposes of computing pro-rata payments, each month of service shall equate to 1/12 of the full uniform allowance.

### **ARTICLE XIII - INSURANCE**

Section 1. Employees are to participate in the Social Security System.

Section 2. Each employee shall be entitled to a term-life insurance policy as currently in force.

Section 3. Each employee shall be covered by Blue Cross and Blue Shield, Master Medical, with the \$2.00 PDP Rider, and Delta Dental 75/25 Co-pay. This coverage shall include families of employees.

Section 4. A full family optical plan, as currently in force, will be maintained, carrier to be at the option of the Employer and provided by same.

Section 5. False Arrest Insurance: Employees covered by this Agreement shall be provided by the Employer with a policy of False Arrest Liability Insurance. The premiums for such insurance will be paid by the Village of Wolverine Lake.

Section 6. The Employer shall continue to pay for any necessary legal aid for sergeants, and continue all other coverage with reference to same.

Section 7. All employees shall participate in the Village disability insurance program as presently in effect, at no cost to the employee.

Section 8. Except as otherwise provided in the Agreement, the insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence or is laid off, provided that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the Village has prepaid the premium for such employee.

Section 9. Eligibility, coverage and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or the time limits, contained in the contract between the Village and the carrier. Any rebates or refunds on premiums paid by the Village shall accrue to the Village. The Village will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction of benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement



between the employee and the insurance carrier shall not be subject to the Grievance Procedure.

Section 10. Employees who retire pursuant to the Village retirement plan may continue to participate in the Village's health insurance program, upon the approval of the Village's health insurance carrier by depositing with the Village Treasurer at least one month in advance the full monthly health insurance premium.

Section 11. Employees who are on injury leave, pursuant to Article XVIII - Injury Leave, beyond the time that the Village pays the premiums for the health insurance coverage (six (6) months for duty and four (4) months for non-duty) may continue to participate in the Village's health insurance program, upon the approval of the Village's health insurance carrier, by depositing with the Village Treasurer at least one month in advance the full monthly health insurance premium.

Section 12. Employees may elect to participate in optional replacement insurance coverages as offered by the Village. Employees may alternate between any coverages offered by the Village as allowed by the carrier(s).

Section 13. - Optional Waiving of Coverage:

- A. Any bargaining unit employee eligible for health, vision or dental coverages outlined in this article may waive such coverages provided that they have alternate coverages. In order to waive such coverage(s) the following conditions must be met:
1. Employee must inform the Village Clerk of their decision to opt out of the coverage(s) provided for in this section between August 1st and August 30th of each year.
  2. Employee must provide the Village Clerk proof of insurance coverage comparable to those being waived. Proof of insurance coverage shall be provided to the Village Clerk by the employee for each subsequent year Village coverage is to be waived.
  3. Employee must sign a document prepared by the Village regarding the employee's decision to waive any Village provided insurances.
  4. Employees who opt out of the coverage(s) provided for in this section may apply to reinstate said Village coverages between August 1st and August 30th of each year. Employees may, in cases of emergency, apply to the Village Administrator for reinstatement of Village coverages outside of the August opening dates. Such emergency reinstatements shall be at the discretion of the Village Administrator and subject to the rules and regulation of the carriers involved.
- B. Employees who opt out of the coverage(s) provided for in this section shall receive payment in lieu of coverage by August 15th following each complete year of waived coverage. There shall be no payment to an

employee for any partial year of waived Village coverage.

- C. Payments in lieu of coverage(s) provided for in this section shall be based upon fifty percent (50%) of the annual rate of the Village paid coverage level last provided the employee. Annual rates will be recalculated each August based upon the rates then in effect. Payment will be based upon the annual rate in effect at the beginning of each year for which coverage(s) is waived.

#### **ARTICLE XIV - RETIREMENT**

Section 1. Employees shall be furnished a money-purchase based pension program. The Employer's contribution shall be ten percent (10%) of annual payroll, with four-year partial vesting to remain in effect.

Section 2. Employees terminating after four years to service shall be partially vested and have the option to receive his/her share of monies paid into said pension plan on his/her behalf, payable immediately. Previous employees covered by the present pension plan shall have the same option.

Section 3. This plan shall remain in effect, and shall not be subject to future negotiations.

Section 4. Eligibility, coverage and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the Village and the carrier. Any rebated or refunds on premiums paid by the Village shall accrue to the Village. The Village will continue to have the right to select the carrier and to change carriers, provided that there shall be no reduction of benefits. It is further agreed that the only liability assumed under this article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

#### **ARTICLE XV - COURT TIME**

When employees are required to appear in court, they shall be compensated at the rate of time and one-half for all time spent in court, with a guarantee of a minimum of two (2) hours pay at time and one-half.

#### **ARTICLE XVI - VACATION**

Section 1. All full-time employees hired before 7/1/88 shall receive vacation as to the following schedule:

One to Two years of continual service	10 days
Two to Five years continual service	15 days
Five years or more of continual service	20 days

Section 2. All full-time employees hired after 7/1/88 shall receive vacation as to the following schedule:

One to Two years continual service	5 days
Three to Five years continual service	10 days
Six to Nine years continual service	15 days
Ten years or more of continual service	20 days

Section 3. Vacations will be awarded on the employee's anniversary date for services rendered in the prior year. Vacations must be taken by the following anniversary date or they shall be forfeited. No more than two (2) weeks shall be taken at anytime unless agreed to by the Police Chief or designee.

#### ARTICLE XVII - SICK LEAVE

Section 1. Employees shall receive twelve (12) sick days per year, which they shall accumulate at one per month. Employees on the payroll on June 30th of each year shall be paid for all unused sick days of that year, not to exceed (12) days per year, at fifty percent (50%) pay for those days. Employees shall receive such payment during the first full week of July. Upon request, employees must obtain a doctor's certificate.

Section 2. Employees shall retain those sick days which were accumulated as July 1, 1979, and these days may be used for future sick time if needed by the employee. There shall be no further accumulation of sick days as of July 1, 1979.

Section 3. Employees terminated under mutual consent of the employee and the Village of Wolverine Lake shall receive, upon termination, twenty-five percent (25%) for unused sick days, not to exceed fifty (50) sick days.

Section 4. An employee shall be entitled to absence without loss of pay for sickness upon application by the employee. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday but is to be taken only when sickness prevents the employee from performing his assigned duty.

1. In order to earn one (1) day of sick leave, an employee must work and be paid for, or be on an authorized paid leave for eighty (80%) percent of the scheduled working days within the calendar month.
2. Employees on leave of absence without pay or on a health leave of absence without pay shall not accumulate sick leave while on such leave.

3. The Village reserves the right to require an employee to take an involuntary sick or health or disability leave of absence, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties. Such disability shall be deemed just cause for the purposes of this Agreement.
4. Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits or compensatory time upon written request.
5. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

Section 5. In order to be eligible for compensation while on sick leave, the employee must be at his residence or a hospital or physician's office. The employee, if at his residence, must be available by telephone to confirm his presence. An answering device is not an acceptable substitute for this requirement.

## ARTICLE XVIII - INJURY LEAVE

### A. Duty Connected Injury Leave

Section 1. A duty-connected injury shall be such an injury which, is compensable under the provisions of the Michigan Workers' Compensation Law. An employee suffering from a duty-connected injury shall be placed on a leave of absence pursuant, and subject to, Article XXI - Leaves of Absence.

Section 2. An employee who sustains a duty-connected injury shall receive one hundred (100%) percent of his full straight-time pay from the date of the injury for the period of the disability up to a maximum period of six (6) months. The Village will pay the difference, if any, between one hundred (100%) percent of the employee's straight-time pay and the amount received under the Michigan Workers' Compensation law, any other disability benefits provided by law and any disability insurance benefits paid under this Agreement, if any, for the applicable period set forth above.

Section 3. In the event the employee returns to work for less than one (1) year before the re-occurrence of the injury, the Village shall not be obligated to again make the payments set forth above.

Section 4. In the event of a duty related injury and disability, the Village will pay the premiums for the employee's health insurance for a period of six (6) months from the date of the injury. Employees on duty-connected injury leaves shall continue to earn or accrue sick and vacation benefits up to a maximum period of six (6) months.



B. Non-Duty Connected Injury Leave

Section 1. An employee suffering from a non-duty connected injury shall be placed on a leave of absence pursuant, and subject to, Article XXI - Leaves of Absence.

Section 2. An employee who sustains a non-duty connected injury shall receive eighty (80%) of his full straight-time pay from the date of the injury for the period of the disability up to a maximum period of six (6) months. The Village will pay the difference, if any, between eighty (80%) percent of the employee's straight-time pay and the amount received under any disability benefits provided by law and any disability insurance benefits paid under this Agreement, if any, for the applicable period set forth above.

Section 3. In the event the employee returns to work for less than one (1) year before the re-occurrence of the injury, the Village shall not be obligated to again make the payments set forth above.

Section 4. In the event of a non-duty related injury and disability, the Village will pay the premiums for the employee's health insurance for a period of four (4) months from the date of the injury.

**ARTICLE XIX - PERSONAL DAYS**

Personal Days - Policy:

(1) Any employee with continued service of twelve (12) months, shall be entitled on and after the first anniversary date of hire to eight (8) days personal leave each year as follows:

(2) Employees shall receive two (2) personal leave days per quarter.

(3) Personal leave days may be taken consecutively as vacation days.

(4) All personal days earned on the employee's anniversary date, must be taken by the employee's following anniversary date.

(5) Any personal leave days taken beyond eight (8) in any fiscal year are to be taken without pay.

(6) Said personal leave shall have limited restrictions spelled out by the Village and shall include immediate family illness or funerals, necessary medical appointments, and personal business. The employee will give forty-eight (48) hours notice to the Chief of Police or the employee's immediate supervisor.

(7) Any deviation from this policy must be approved in advance by the Village Administrator except that the Chief of Police shall use his discretion in permitting personal



time off in the event of unusual circumstances.

## **ARTICLE XX - HOLIDAYS**

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

New Year's Day	Friday after Thanksgiving
Presidents' Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	Employee's Birthday
Thanksgiving Day	

(A total of eleven [11] paid holidays.)

Section 2. The employee shall not be eligible for holiday pay when he fails to work the day before a holiday, the holiday and the day after a holiday when he was scheduled to work such days. When employees are required to work holidays, they shall receive time and one-half for said holiday, plus eight (8) hours pay for that day.

## **ARTICLE XXI - LEAVES OF ABSENCE**

### **Leaves of Absence -- Seniority Employees:**

Section 1. Any request for a 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, shall not exceed thirty (30) days, and additional leaves of absence for ninety (90) days may be granted if so warranted and approved by the Administrator. No leaves granted for purposes of seeking other employment.

Section 2. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to work according to seniority.

Section 3. Employees elected to any permanent full-time Union office to do work which takes them from their employment with the employer, shall at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two years, but it shall be renewed or extended for a similar period at any one time upon the request of the Union.

Section 4. The re-employment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

Employment Law

DYKEMA GOSSETT



Attorneys at Law

# 1992 EMPLOYMENT LAW DEVELOPMENTS

PD PD DPW Admin  
SET PAT

Banking Time -

- Vacations - p 12 <sup>Admin 02</sup> Folger
- Sick - p 13 50% pay <sup>at yr end</sup>
- Personal - p 15 <sup>Paul to 2-1-79</sup> most of year <sup>next admin</sup>
- Comp. Time - p 14

F CASH OUT - WORK QUESTIONS

DYKEMA GOSSETT

Section 5. Except as otherwise provided in this Agreement, no benefits, of any kind will be earned or accrued to any employee during a leave of absence.

Section 6. Employees on approved duty-connected or non-duty connected leaves under Article XVIII will be treated as a leave of absence status.

**ARTICLE XXII - WAGES**

Section 1. Wage Schedule Employees shall be compensated in accordance with the wage schedule shown in this section.

	<u>Effective Date</u>		
	<u>7-1-91</u>	<u>7-1-92</u>	<u>7-1-93</u>
<u>SERGEANTS:</u>			
Start	\$36,920.00	38,766.00	40,316.00
Ninety (90) days to Twelve (12) months	37,960.00	39,478.00	41,058.00
Twelve (12) months and over	38,609.00	40,539.00	42,161.00

Section 2. When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rate are proper, the Union shall have the right to demand negotiations on the subject. In the event the parties are unable to negotiate a new rate of pay, either party may submit the matter to Act 312 Arbitration.

Section 3 - Pay period: The salaries and wages of employees shall be paid bi-weekly one (1) week after the employee's last working date for that period. In the event this day is a holiday, the preceding day shall be payday.

## **ARTICLE XXIII - SENIORITY**

### **Seniority Lists:**

**Section 1.** New employees may acquire seniority by working twelve (12) continuous months in which event the employee's seniority will date back to the date of hire in the department, when the employee acquired seniority, his name shall be placed on the seniority list in order of his seniority date.

**Section 2.** A new employee will be on probation until he has worked continuously for a period of probation in a position covered by this Agreement following his initial employment by Employer or his employment after loss of seniority, as the case may be. During this time he will be subject to termination at the Employer's sole discretion and will have no rights under the grievance procedure of this Agreement. The period of probation shall be twelve (12) months.

**Section 3.** The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

**Section 4.** The Employer will keep the seniority list up to date at all times, and furnish a copy to the Union upon request.

**Section 5. Loss of Seniority:** Except as otherwise stated in this paragraph, an employee will lose seniority and all re-employment rights by:

- a) Resignation;
- b) Discharge for cause;
- c) Two (2) years on continuous layoff;
- d) Absence from work without notifying the Employer in advance or without providing a reasonable and valid excuse for two (2) consecutive work days;
- e) Failure to report for work on schedule from a vacation, leave of absence, or disciplinary suspension without notifying the Employer in advance or without providing a reasonable and valid excuse;
- f) Two (2) years of absence for non-work related illness or disability;
- g) Subject to Federal Law, voluntary extension of military service.

## ARTICLE XXIV - LAYOFFS

Section 1. The Employer will lay off employees in inverse classification seniority order, subject to the ability of each senior employee to satisfactorily perform the remaining available work in such classification. An employee so laid off may, subject to his ability to satisfactorily perform the work available in another classification, exercise any seniority he may have in such other classification to displace any junior employee in that classification. The Employer will recall laid off employees in classification seniority order subject to the ability of the senior employee to do the work available. Recall rights are limited to the standard certification period for police officers on a continuous basis from date of layoff. In any event the period of recall rights will not exceed two continuous years from date of layoff.

Section 2. Recall Procedure: The Employer will recall an employee from lay off 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 such notice's mailing date notify the Employer that he accepts such recall. If he fails to so notify the Employer, his seniority rights will terminate and he will be deemed to have resigned. If he accepts such recall, he must report for work at the date and time specified in the recall notice. If he does not so report, his seniority rights will terminate and he will be deemed to have resigned.

## ARTICLE XXV - HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be as per past practice.

Section 2. The work day shall commence with the start of the first shift and shall consist of three (3) shifts as required in twenty-four (24) hours.

Section 3. A regular shift shall be eight (8) hours with a thirty-minute paid lunch time and two (2) coffee or rest periods not to exceed fifteen (15) minutes each shift.

Section 4. Each shift shall be operated on a regular scheduled basis not to exceed eight (8) hours and on a continuous basis.

Section 5. All work performed in excess of forty hours in a work week, or work performed in excess of eight (8) hours a day, will be paid at the rate of time and one-half. Such overtime must be authorized by the Chief of Police or his designee.

Section 6. Employees working over eight (8) hours per day or forty (40) hours per week shall be required not to have been on an unexcused leave to qualify for overtime, but excused leave shall be considered the same as worked time.



Section 7. Overtime and extra hours, other than court time or emergency overtime, will be divided equally among employees working in the same class. Low hour employees to have first call and a refusal or absence will be considered the same as worked.

Section 8. An overtime and extra hour list shall be kept up to date in all buildings or units.

Section 9. Employees shall be given sixteen (16) hours off between shifts, except in cases of departmental emergencies.

Section 10. Scheduling to be done by the Chief or his designee with officers picking available schedule by seniority.

### **ARTICLE XXVI - SCOPE OF AGREEMENT**

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 understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union for the life of the Agreement, each voluntarily and unqualifiedly waive 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 and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

### **ARTICLE XXVII - SEPARABILITY AND SAVING CLAUSE**

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, shall not be affected thereby. The parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **ARTICLE XXVIII - GENERAL**

The Village may, in its discretion, require that employees submit to physical and mental tests and examinations by Village-appointed doctors when such tests and examinations are

considered to be of value to the Village in maintaining a capable work force, employee health and safety, etc., provided, however, that the Village will pay the cost of such tests and examinations.

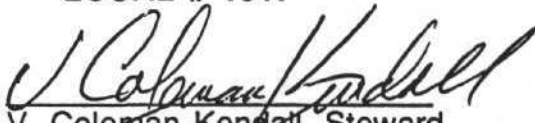
**ARTICLE XXIX - TERMINATION**

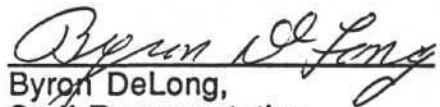
This Agreement shall be effective as of the date of signing by all parties, except the wage schedule which are effective as of July 1, 1991, and for the balance of fiscal years of 1991-92, 1992-93 and 1993-94. It is agreed that this Agreement shall renew itself automatically from year to year after fiscal 1993-94 unless either of the parties hereto notified the other party by registered mail 120 days prior to expiration date of June 30, 1994, of its intention to terminate or modify this Agreement.

The Village shall provide retroactivity checks within two (2) weeks of the signature date.

IN WITNESS WHEREOF, the parties have set their hand this 13 th day of January, 1992.

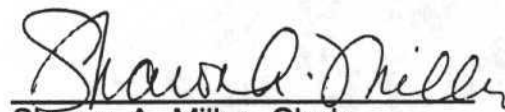
**WOLVERINE LAKE POLICE  
AFSCME COUNCIL 25  
LOCAL # 1917**

  
V. Coleman Kendall, Steward

  
Byron DeLong,  
Staff Representative

**VILLAGE OF WOLVERINE LAKE**

  
Michael Cain, Administrator

  
Sharon A. Miller, Clerk

**LETTER OF UNDERSTANDING**  
**JULY 1, 1990 TO JUNE 30, 1991**  
**SERGEANT UNIT**  
**1990-1991 WAGE SCHEDULE**

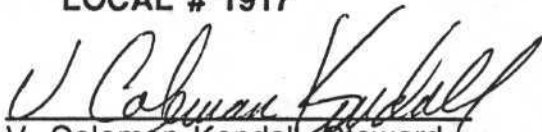
The Village of Wolverine Lake and AFSCME Council 25, Local # 1917 agree that wages for the period of July 1, 1990 through June 30, 1991 shall be based on the wage schedule shown below. The Village shall provide retroactivity checks for the period covered under this letter of understanding within two (2) weeks of the signature date shown below.

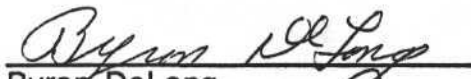
7-1-90

**SERGEANTS:**                      \$37,123.81


In witness whereof, the parties have set their hand this 13 th day of January, 1992.

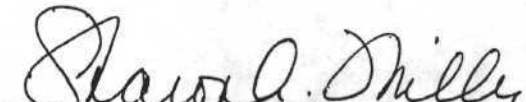
**WOLVERINE LAKE POLICE  
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