

AGREEMENT

This Agreement is entered into this _____ DAY of 1992, by and between the VILLAGE of White Pigeon, a municipal corporation, with its offices located at 118 S. Kalamazoo Street, White Pigeon, Michigan, 49099, hereinafter referred to as "VILLAGE" or "EMPLOYER", and LOCAL 586, Unit 90 of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, hereinafter referred to as "UNION".

ARTICLE I
PURPOSE AND INTENT

It is the general purpose of this Agreement to promote the mutual interests of the EMPLOYER and its employees and to provide for the operation of a police department provided by the Village under methods which will further, to the fullest extent possible, the safety of the EMPLOYEES and the protection of the citizens of the Village of White Pigeon and their property. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE II
DEFINITIONS

For the purpose of this Agreement, the following words shall have the following meaning:

- a. Discharge: For the purpose of this Agreement, discharge shall mean the permanent separation of a EMPLOYEE from the payroll of the Village.
- b. Fringe Benefits: As used herein, the term fringe benefits is used to encompass items such as vacations, holidays, insurance, medical benefits, pensions, and other similar benefits under his employment or union contract in addition to direct wages.
- c. Overtime: Overtime for full-time employees shall consist of authorized work in excess of the number of hours in that scheduled workday or workweek, and for part-time employees shall consist of any hours worked in excess of thirty one (31) hours in any workweek.
- d. Promotion: A promotion shall mean a change in employment to a position classification which is of a higher maximum salary.

White Pigeon, Village of

e. **Reclassification:** Reclassification shall mean the changing of a position from one class to another based on the duties involved.

f. **Salary Step Increase:** A salary step increase shall mean an increase in compensation to the next higher step in the same pay range on the EMPLOYEE's anniversary date of hire.

g. **Vacation Day:** A vacation day shall mean a period of time equal to one (1) regularly scheduled average workday.

h. **Shift personnel:** Shift personnel as used herein shall mean all members of the Bargaining Unit.

i. **Use of pronouns:** Wherever herein there is used a pronoun, i.e., he, she, him, her, etc. such word shall mean the "EMPLOYEE" and shall have no reference to sex.

j. **Complaint:** It shall be the constant endeavor of all supervisory and managerial personnel and all union representatives, to eliminate the causes of grievances. Therefore, nothing contained in this article shall prohibit any employee or group of employees from registering a complaint with his or her Department Head, or requesting the correction of condition which the employee or employer believe it should be corrected.

k. **Grievance:** A grievance is any act or condition which any employee feels to be unfair or improper in connection with wages, hours and working conditions, or in violation of any terms of this Agreement, and must be in writing.

l. **Full-Time Employment:** Full-time employment means at least thirty-one (31) hours a week and no more than forty-three (43) regularly scheduled hours.

m. **Part-Time Employment:** A part-time employee is an employee who works less than thirty one (31) hours a week and is not regularly scheduled.

ARTICLE III RECOGNITION

Section 3.1. **Collective Bargaining Unit:** The Village hereby recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of

employment, and conditions of employment for all EMPLOYEES of the Village Police Department who are included in the Bargaining Unit.

The Bargaining Unit is described as follows:

All White Pigeon full-time and part-time police officers, including the animal control officer, excluding the Chief of Police and all other Village employees.

Unless otherwise indicated, the term "EMPLOYEE" when used in this Agreement will refer to all EMPLOYEES in the Bargaining Unit for bargaining as defined in Section 3.1. Individuals excluded from the Bargaining Unit are not covered by any of the terms and conditions of this Agreement.

ARTICLE IV UNION REPRESENTATION

Section 4.1. Union Activity During Working Hours: The Union agrees that, except as specifically provided by the terms and provisions of this Agreement, EMPLOYEES SHALL NOT BE PERMITTED TO ENGAGE in union activity during working hours. There shall be no Union meeting held on Village property unless authorized in writing by the Village.

Section 4.2. Union Representation: The Village recognizes the right of the Union to elect a Unit President and one (1) Steward and the Village will be promptly notified in writing by the Union of the names of the Unit President and Steward.

- a. EMPLOYEES covered by this Agreement will be represented in negotiations by two (2) negotiation committee members.
- b. A local or international representative of the Union may be permitted to visit the operation of the Village during working hours to talk to with the Unit President or representatives of the Village concerning matters covered by this Agreement, provided, however, such visitation shall not interfere with the performance of work by Bargaining Unit EMPLOYEES. All Union activity will be scheduled by the Chief of Police so that all concerned EMPLOYEES will be off the

schedule.

- c. Admission to Village - Authorized representatives of the International Union ,

will upon request be granted permission to visit the Village Office to investigate an alleged violation of this Agreement.

Section 4.3. The Unit representative shall represent the employees and shall be authorized to resolve grievances and other EMPLOYEE matters on behalf of such EMPLOYEES. Such resolved grievances and matters shall be final and binding upon the EMPLOYEES and the Union.

Section 4.4. The Union shall designate to the Employer, in writing, the Unit Representative and the Employer shall not be required to recognize or deal with any EMPLOYEE other than the one so designated.

ARTICLE V UNION SECURITY

Section 5.1. Agency Shop: As a condition of continued employment, all EMPLOYEES included in the Bargaining Unit, within the first pay period after sixty (60) days from the date of their employment with the White Pigeon Police Department or the effective date of this Agreement, whichever is later, shall become members of the Union or pay a service fee to the Union for labor services as uniformly required by the Union for the duration of this Agreement. EMPLOYEES shall be deemed to be in compliance with this section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees, whichever is appropriate.

Section 5.2. Union Security: All EMPLOYEES in the Bargaining Unit shall, as a condition of continued employment, pay to the Union an amount equal to that paid by other EMPLOYEES in the Bargaining Unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual monthly dues. New EMPLOYEES shall commence membership or payment on the first pay period of the month that is at least sixty (60) days following the date of employment.

Section 5.3. Dues Checkoff: Upon receipt of a voluntary authorization form signed by an EMPLOYEE covered by this Agreement, the EMPLOYER will each month deduct from the EMPLOYEE's pay the amount owed to the UNION by such EMPLOYEE for UNION membership dues or representation fees. Deductions will be made by the EMPLOYER from the first pay period of each month, except that it is understood that if the EMPLOYEE's pay is not

sufficient to cover the amount of the deduction, the VILLAGE shall not be obligated to withhold dues for that month. Dues or representation fees deducted by the EMPLOYER for any calendar month will be remitted to the designated financial officer of Local 586, Unit 90 of the Service Employees International Union as soon as possible during the month after the payroll deductions have been made along with a list of the names for whom dues or representation fees were deducted. The UNION agrees to indemnify and hold the EMPLOYER harmless for any legal actions taken pursuant to this Section.

a. The UNION shall supply the EMPLOYEES with a checkoff authorization form approved by the EMPLOYER and shall transmit such checkoff authorization form to the payroll office. Deductions shall be made only under the written checkoff authorization forms which have been properly executed and are in effect.

b. Dues or fees shall not be deducted when an EMPLOYEE's net earnings are not sufficient to cover the amount required. Such dues or fees shall be remitted directly to the UNION by an EMPLOYEE for any monthly period that the EMPLOYEE's net earnings are insufficient to cover the amount required.

c. The UNION shall notify the EMPLOYER, in writing, of the proper amount of UNION membership dues and subsequent changes in such amounts.

d. In cases where a deduction is made which duplicates a payment already made to the UNION by an EMPLOYEE or where a deduction is not in conformity with the provisions of the UNION Constitution and Bylaws, refunds to the EMPLOYEE will be made by the UNION.

ARTICLE VI DISCHARGE AND SUSPENSION

Section 6.1. Discharge and Suspension: In the event an EMPLOYEE is suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, and he believes that he has been suspended or discharged without just cause, the suspension or discharge shall constitute a case arising under the grievance procedure, provided that a written grievance signed by the EMPLOYEE and the Steward is presented to the Department Head within two (2) regularly scheduled working days after such discharge or after the start of such suspension.

a. The Employer agrees, promptly upon the discharge or suspension, to notify the EMPLOYEE and the Steward in writing of the suspension or discharge.

b. It is understood and agreed that when an EMPLOYEE files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to participants in the Grievance Procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

ARTICLE VII GRIEVANCE PROCEDURE

Section 7.1. Grievance Definition: A "Grievance" is any act or condition which any employee feels to be unfair or improper in connection with wages, hours and working conditions, or in violation of any terms of this Agreement, and must be in writing.

Section 7.2. Processing Steps: All grievances shall be handled in the following manner:

Step One.

An EMPLOYEE with a complaint shall, either within five (5) days of the occurrence of the incident which gave rise to the complaint, or at the time of the EMPLOYEE's first awareness of the complaint, discuss it with the Chief of Police, either individually or through his or her representative, whichever is the preference of the EMPLOYEE. Each solution arrived at in this manner shall not be final without the written approval of the Village Employee Committee Chairman. Notwithstanding the aforementioned, an answer shall be given by the Chief of Police to the EMPLOYEE within three (3) days, or the complaint shall proceed to the next step.

Step Two.

If the complaint is not satisfactorily resolved at Step One, the grievance may be presented in writing to the Chief of Police within five (5) days after the presentation of the initial complaint, notwithstanding the fact that there is no written reply by the Village pursuant to Step One. The Chief of Police shall discuss the grievance with the objective of resolving the matter. Thereafter, the Chief of Police shall give his written answer within three (3) days after receipt of the grievance.

Step Three.

If the grievance is not satisfactorily resolved at Step Two, the grievance may be presented in writing to the Village Employee Committee Chairman or his Council representative within five (5) days after the answer of the Chief of Police in Step Two is received by the Unit. The Village Employee Committee Chairman or his Council representative shall discuss the grievance with the Unit within ten (10) days of receipt of the grievance. A non-EMPLOYEE representative of the Unit may be present if desired by the Unit. The Village Employee Committee Chairman shall give his answer in writing within ten (10) days after the aforementioned meeting. Any council member may attend at the request of the Employee Committee, limited to one (1).

Step Four.

If the grievance is not satisfactorily resolved at Step Three, the Union may appeal the matter to arbitration. Within thirty (30) days from the receipt of the answer at Step Three, the Union shall file for arbitration with the American Arbitration Association, requesting a list of five (5) names of qualified arbitrators. A copy of this request shall be given to the Village Police Committee Chairman and the Village Chief of Police. Upon receipt of the list of arbitrators, the President of the Union and the Village Police Committee Chairman shall alternately strike names from the list with the right of first strike being determined by the flip of a coin. After two (2) names have been struck by each party, the name remaining shall be the arbitrator. It shall be the responsibility of the party seeking arbitration to notify the Federal Mediation and Conciliation Service of the selection.

Section 7.3. Time Limits: The time limits established in the grievance procedure shall be followed by the parties unless otherwise established by mutual agreement. In computing days, Saturdays, Sundays, and holidays shall be excluded. If the time limits in the grievance procedure are not followed by the Unit, the grievance shall be considered settled. If the Village fails to follow the time limits set forth in the procedure, the grievance may be advanced to the next step by the Union including the demand for arbitration.

Section 7.4: Grievance Format: The parties shall reduce the grievance to writing at each step of the grievance procedure beyond Step One. If the grievance is denied, the Village shall give the reason for its denial in writing. The Village's response shall be handed to either the grieving EMPLOYEE or the grieving EMPLOYEE's Unit representative. The Union agrees to use the attached grievance form, as approved by the Chief of Police or Police Committee.

Section 7.5. The Village shall not be required to pay back wages for periods forty-five (45) days prior to the time a written grievance is filed.

Section 7.6. If an EMPLOYEE is give a disciplinary discharge or a disciplinary layoff, the Unit Representative shall be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three (3) working days from the time of presentation of the notice to the Unit Representative. Grievances regarding discharge will begin at Step 3 of the grievance procedure.

Section 7.7. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that he may have received.

Section 7.8. The Village shall grant a necessary and reasonable amount of time off during straight time working hours to the Unit Representative who must necessarily be present for direct participation in grievance adjustments with the Employer. The Unit Representative shall first receive permission from his immediate supervisor to leave work and shall report back promptly when his part in the grievance adjustment has been completed.

ARTICLE VIII ARBITRATION

Section 8.1. Arbitration Demand: The right of either party to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step of the grievance procedure immediately prior to arbitration.

Section 8.2. Arbitral Forum: The Parties understand and agree that, in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are defined a grievance in Article VII, Section 1.

Section 8.3. Arbitrator's Powers: The Arbitrator shall have no power to ignore, amend, add to

alter, change, or modify any provisions of this Agreement, or the written rules or regulations of the department or of the Village, and his decision shall be limited to the application or interpretation of the above, and to the specific issue presented to him.

No decision of the arbitrator shall contain a retroactive liability beyond forty-five (45) days prior to the date of the written grievance. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedies he considers appropriate to the circumstances. The arbitrator shall render his decision in writing as soon after the hearing as is possible.

Section 8.4. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

Section 8.5. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 8.6. A priority shall be given to deciding discharge cases and the arbitrator shall make his best efforts to decide these cases within thirty (30) days of the hearing.

Section 8.7. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all Bargaining Unit Employees and on the Employer. The Union shall not encourage or cooperate with any Bargaining Unit Employee in any appeal to any court or labor board from a decision of the arbitrator.

Section 8.8. Investigations: The Village may place an Employee on an administrative leave pending an investigation for up to fourteen (14) days, with pay. Investigations shall be undertaken by the Village Chief of Police or an outside law enforcement agency, and if the Employee is found at fault, agrees to reimburse the Village for wages received during the administrative leave.

ARTICLE IX SENIORITY

Section 9.1. Seniority Definition: Seniority shall be defined as the length of an Employee's continuous service with the police department commencing upon completion of the probationary period but dating retroactively to his or her last date of hire. Rank seniority shall mean the length of continuous service

commencing from the date of the Employee's service in a particular rank. Employees in the same classification, hired on the same date, shall be placed on the seniority list in order of written examination scores. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 9.2. Probationary Period. All new Employees shall be considered probationary Employees for a period of nine (9) months after which time their seniority shall be as of their last date of hire. Until an Employee has completed the probationary period, he or she may be laid off or terminated at the Village's discretion without recourse to the grievance and arbitration procedures. The Union shall represent probationary Employees for the purpose of collective bargaining in respect to their rates of pay, wages and hours of employment.

Section 9.3. Seniority Roster: The Chief of Police shall maintain a roster of Employees arranged according to seniority showing name, rank, and seniority date. An up-to-date copy of the seniority list shall be furnished to the Union upon request.

Section 9.4. Loss of Seniority: An Employee's seniority with the Village shall terminate for the following reasons:

- a. If the Employee resigns or quits; or
- b. If the Employee shall be discharged and the discharge is not reversed through the grievance procedure; or
- c. If the Employee fails to return to work within ten (10) working days after the mailing of the police department's notice of recall by certified mail or telegram to the Employee's last known address as shown on the department's records, unless otherwise agreed to between the Village and the Employee; or
- d. If the Employee shall be absent from work for seven (7) consecutive working days without advising the Village and giving satisfactory reasons for such absence; or
- e. If the Employee retires; or
- f. The Employee overstays a leave of absence without advising the Employer; or
- g. The Employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence; or

h. A settlement with the Employee has been made for total disability; or

i. The Employee has been laid off for over eighteen (18) months.

Section 9.5. Layoff Procedure; If it is necessary to reduce the number of Employees in the Bargaining Unit, probationary Employees shall be laid off first, provided there are Employees with seniority who have the then present ability to perform the available work. Thereafter, the Employer shall determine the number of Employees to be removed from each job classification. Employees with seniority in a job classification shall be removed on the basis of their seniority, i.e., least senior Employee being displaced first, provided that the remaining Employees have the then present ability to perform the available work in the classification. Under ordinary circumstances, notice of a pending layoff of more than five (5) days duration shall be posted at least fourteen (14) calendar days in advance of its effective date.

Section 9.6. Recall Procedure: Employees with seniority shall be recalled on the basis of applying the above procedure in reverse order, i.e., most senior Employee being recalled first, provided he has the then present ability to perform the available work. Notice of recall shall be sent to the Employee by certified mail. An Employee who fails to return to work within fourteen (14) days shall be presumed to have resigned and their name removed from the seniority list.

Section 9.7. New Permanent Job Classifications: When and if the Employer determines that it is necessary to create a permanent new job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay, establish or amend the job description and advise the Union as to both. If the Union disagrees with the rate of pay established it may file a written grievance with respect thereto starting at the Second Step of the grievance procedure, provided that a grievance is filed with ten (10) regularly scheduled working days after such notice is given to the Union. If, as a result, a different rate of pay is established the different rate of pay will become effective as of the date the job classification was created.

Section 9.8. Posting and Bidding: When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification in the Bargaining Unit, the Employer shall post such

opening along with a statement of the qualifications for the position and the division and shift where the vacancy occurs for a period of ten (10) regularly scheduled working days. During such ten (10) day period, Employees who have completed their probationary period may bid for such job or vacancy by signing the posting and presenting to the Police Chief a signed statement concerning any qualifications or experience not listed in their personnel file that they wish to have considered. The appointment to a vacancy in the Bargaining Unit shall be in accordance with the following procedure:

a. If all factors are relatively equal among bidding Employees, the most senior Employee shall be awarded the job. It is understood that the bidding Employee's experience with the Employer in related job requirements and his work history shall be taken into account.

b. If no Employee satisfied the specifications of subsection a. above, then the Employer may assign a probationary Employee who satisfies the specifications or institute the hiring process.

c. If the Employer determines that the most senior bidding Employee will not be awarded the job, prior to the awarding the job, the Employer will meet with the Steward to discuss the awarding of the job.

d. The job shall be awarded or denied within fifteen (15) working days after the posting period.

Section 9.9. Trial Period: When an Employee is awarded a job under the provisions set forth in Section 8 of this Article, the successful bidder shall be on trial (job probation) for a period of two (2) months after being assigned to his new classification, if such classification is a new permanent job classification, and six (6) months if such classification is a permanent vacancy in an existing job classification. During such period an Employee may be removed from his new classification at any time he demonstrates to the Employer's satisfaction that he is or will be unable to perform satisfactorily the requirements of such job.

a. An Employee, who during the trial period is removed from a job classification for which he had bid because of his request or inability to perform the requirements thereof, shall be returned to the last job classification he had permanently occupied. In case of such setback, the Employer shall first consider other Employees who signed for the posted job before reposting the job.

Section 9.10. Temporary Transfers: The service needs of the Employer change from day to day and season to season. Therefore, Employees within one job may be assigned to work in a different job as the need arises. The Employer shall have the right to temporarily transfer an Employee from one job to another to cover for Employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The Employer shall also have the right to temporarily transfer an Employee from one job to another to fill a vacancy or to take care of unusual conditions or situations which may arise. It is understood and agreed that any Employee within the Unit temporarily transferred in accordance with provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent job from which he was transferred. Any Employee temporarily transferred to a job with a higher maximum pay rate in accordance with the provisions of this Section for a period of time in excess of five (5) work days shall be paid the applicable wage rate for the higher paying job. Any Employee temporarily transferred to a job with a lower maximum pay rate, in accordance with the provisions of this Section, shall continue to be paid his regular wage.

Section 9.11. Promotions Outside the Bargaining Unit: An Employee promoted to a position outside the Bargaining Unit shall accumulate seniority while working outside the Bargaining Unit. If the Employee requests to return to the Bargaining Unit during the period of one (1) year following the date of his promotion, he shall commence work in a job similar to the one he held at the time of his promotion, provided there is an available job.

ARTICLE X HOURS OF WORK

Section 10.1. Work Schedules: It is recognized by the Union and the Village that the care and welfare of the citizens of the Village of White Pigeon could require service on a seven (7) day, twenty-four (24) hour a day basis. Within this requirement, the Village will seek to maintain a pattern of regular work schedules that recognizes the personal requests, needs and family responsibilities of its Employees. The Chief of Police shall post the schedules of work fourteen (14) days in advance, but this shall not restrict the Chief of Police in adjusting the schedule when service requirements of the police department necessitate the

change.

Section 10.2. Hours of Work and Shifts: The normal hours of work for all full-time Employees shall average forty-three (43) hours per week. Nothing in this Section shall be construed as a guarantee of the herein referred to hours per week or pay per week. The specific work schedules will be set by the Police Chief, who may change the work schedules to provide more convenience for the public, or improve working conditions for the Employees.

Section 10.3. Work Week Computation: For the purpose of this Agreement, the week shall begin at 12:01 a.m. Sunday morning and the day shall be the calendar day.

Section 10.4. Rest Periods: Employees shall be entitled to reasonable time for lunch period.

Section 10.5. Unscheduled Work: When an Employee is called in to perform work at a time other than that for which he had previously been scheduled, except for court time, he shall receive not less than two (2) hours pay at regular straight time.

Section 10.6. Overtime: Overtime will be paid at the rate of one and one-half (1 1/2) of the regular hourly rate of pay for all assigned work in excess of the Employee's schedule for Full-time EMPLOYEES, and for all hours in excess of thirty-one (31) hours in any workweek for Part-Time EMPLOYEES. For the purposes of calculating overtime compensation due, hours paid but not worked shall count toward the overtime provision.

Section 10.7. The Village and the Union agree that the unpaid briefing time prior to the start of each shift shall be undefined. The Union agrees that its Employees shall report prior to the start of the shift in order to be properly briefed and prepared to commence the shift on the hour. However, there shall be no set time and the parties recognize that only a reasonable time is desired.

Section 10.8. Call In: When an Employee is called in to work immediately preceding or following their scheduled shift, he shall be paid one and one-half (1 1/2) times his regular hourly wage for the time worked which was in addition to their regularly scheduled hours.

Section 10.9. Court Time: When it is necessary for an Employee to appear in court to give testimony or present evidence on behalf of the Village, he shall be

paid at the Employee's regular hourly rate of pay for all time expended with minimum pay of two (2) hours, except if said court time occurs during the Employee's regularly scheduled workday. All court time must be approved by the Chief of Police.

Section 10.10. Mileage Allowance: Officers who are required to use their own vehicle in the performance of their duties shall receive mileage reimbursement at the rate of \$.28 per mile.

Section 10.11. Departmental Meetings and Training Sessions: The Village and Union agree that departmental meetings and training sessions are essential to maintain the professional caliber of the Village police officer and to provide the citizens of the Village professional updated services. For departmental meetings and constructive training sessions, straight time hourly rates for all employees of the Bargaining Unit shall be paid.

ARTICLE XI LEAVES OF ABSENCE

Section 11.1. Unpaid Sick Leave: An Employee may apply to the employer for a leave of absence for personal reasons without pay, provided the Employee has completed his probationary period, has good cause for such leave and can be spared from his work. If permission is granted by the Employer for an unpaid personal leave, any benefits earned at the time of granting the unpaid sick leave will be credited to the Employee upon his or her return to active employment. However, no benefits shall accrue to the Employee during his or her unpaid sick leave. No unpaid sick leave shall be granted in excess of ten (10) working days except under extraordinary circumstances.

Section 11.2. Paid Sick Leave: All full-time Employees with seniority shall be eligible for paid sick leave in accordance with the schedule below. The Employee shall be entitled to sick leave credits after ninety-one (91) days of employment, and annually thereafter on the anniversary date: The Employee may use eight (8) days each year with no accumulation. The Employee may use six (6) of these sick days for other personal reasons other than sickness. An employee must notify his immediate supervisor at least three (3) working days in advance of his intent to use a personal day, except in cases of emergency.

Section 11.3. Funeral Leave: When death occurs in an Employee's immediate family, i.e. parents, or

foster parents, parents-in-law, spouse, children brother, sister, half-brother and half-sister, the employee, upon request shall be granted three (3) consecutive scheduled working days off without loss of pay. Such time off from scheduled work may not extend beyond the third (3) scheduled work day after the day of the funeral. Any paid holiday or vacation occurring on any one of said three (3) days will satisfy such day of this provision and will not be duplicated. Payment for such lost time shall be eight (8) times the employee's basic regular straight time hourly rate.

Section 11.4. Military Leave: The reinstatement rights of any Employee who enters the military service of the United States shall be determined in accordance with Federal and State Law.

Section 11.5. Unpaid Leave: The VILLAGE agrees to grant a leave of absence for a period of up to one (1) year upon written request where adequate reasons can be shown. By mutual agreement, such leave may be extended. Any employee granted such leave of absence without pay shall be returned to work with accumulative seniority and at the prevailing rate of pay, in his/her former classification. All leaves of absence granted under this section shall be without pay. In addition, after thirty (30) days of unpaid leave, the employee shall be responsible for paying the premiums for the insurance coverage provided by the VILLAGE for the duration of the unpaid leave.

ARTICLE XII HOLIDAYS

Section 12.1. Recognized Holidays: All Full-time Employees of the Bargaining Unit, including probationary Employees who have been employed ninety (90) calendar days, will observe the following holidays:

New Years Day	Christmas Day
Memorial Day	Labor Day
Independence Day	Christmas Eve (4 hr.)
Thanksgiving Day	

Employees whose normal pass day falls on one of the above holidays, in addition to his regular weekly wage, will receive an additional eight (8) hours pay at straight time hourly rate. If an Employee is required to work on one of the above holidays, he will receive two (2) times his straight time hourly rate for all hours actually worked on the holiday.

Section 12.2. Absence Prior to and After a

Holiday: An Employee absent from work on the scheduled workday preceding or following a day observed as a holiday will not be paid holiday pay unless he/she was on an excused leave.

Section 12.3. Termination of Employment: If an Employee terminates his employment, he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

ARTICLE XIII VACATIONS

Section 13.1. Full-time Employee Schedule: Every full-time Employee shall earn vacation with pay according to the following schedule:

YEARS OF CONT. SERVICE	HOURS OF VACATION
After one (1) full year of employment	forty (40) hours
After two (2) yrs.	Eighty (80) hours
After five (5) yrs.	One Hundred Twenty (120) hrs.
After ten (10) yrs.	One Hundred Sixty (160) hours.

Section 13.2. Vacation Pay: Vacation pay may be received with the last pay check prior to taking the vacation.

Section 13.3. Scheduling: The time at which an Employee shall take his vacation shall be determined by the Chief of Police with due regard to the wishes of the employee and the needs of the Village. Two (2) weeks advance notice shall be given the Chief of Police, except in the case of an emergency, in order to permit the scheduling of vacations and to arrange working schedules. Vacation time off can be split into such periods of time as an Employee desires, except no partial days may be taken.

Section 13.4. Holiday: If a legal holiday falls within an Employee's vacation period, the Employee shall receive the holiday pay in accordance with this agreement, and shall not be charged a day of vacation for the holiday.

Section 13.5. Employment Termination: If an

Employee leaves the service of the Village before completing twelve (12) months of work, he will receive no vacation pay. An Employee who has worked at least one (1) year shall be paid for any unused vacation, when leaving the service of the Village.

ARTICLE XIV INSURANCE

Section 14.1. Term Life Insurance: The Village shall provide all regular full-time Employees of the Bargaining Unit with term life insurance in the amount of \$15,000.00 commencing thirty-one (31) days after the date of first employment. All insurance coverage pursuant to this provision shall decrease to \$7,500.00 when the Employee shall attain the age of seventy (70) years.

Section 14.2. Liability Insurance: The Village shall furnish liability insurance, to and including those standard limits customarily secured for other agencies similarly situated protecting the Employees from any and all liability that arises out of the course of their employment. Said coverage shall include, but not be limited to acts of negligence of the Employee performed during the course of his duty and shall further provide that said Employee, if sued, shall be provided with an adequate defense, and if any judgement is rendered against the Employee, it shall be satisfied to the extent of the insurance coverage.

Section 14.3. Hospitalization, Medical and Surgical Insurance: After thirty (30) days of employment, all regular, full-time Employees are eligible for group hospitalization, medical, and surgical insurance coverage with an insurer of the Village's choice. During the term of this Agreement, the Village shall maintain hospitalization, medical and surgical group insurance benefits equivalent to the coverage provided as of June 1, 1992. The Village shall pay 100% of of the EMPLOYEE'S health insurance with no employee co pay and 100% of the health insurance cost for Employee's dependent group hospitalization, medical and surgical coverage, provided the Employee elects such coverage.

Section 14.4. Sickness & Accident Insurance: All regular full-time Employees shall be provided sickness and accident insurance which shall pay to the Employee \$100.00 per week, for a maximum of thirteen (13) weeks. The Village Council may authorize up to an additional thirteen (13) weeks of sickness and accident coverage in case of an Employee's

extended illness. Regular full-time Employees shall be eligible for a weekly earning reimbursement on the first day of an accident which totally incapacitates the Employee. Regular full-time Employees shall be eligible for a weekly earnings reimbursement on the eighth (8) day of sickness or illness which totally incapacitates the Employee.

ARTICLE XV PENSION

Section 15.1. IRA: The Village shall contribute annually to an IRA for each full-time Employee who has completed one (1) year of service. The Village will contribute five (5%) percent of the Employees gross earnings, to be deposited in Sturgis Federated Savings in January following each year of service.

ARTICLE XVI SALARIES

Section 16.1. Schedule: All Bargaining Unit Employees who are actively employed shall receive the wages set forth in Appendix "A" which is attached hereto.

ARTICLE XVII UNIFORMS

Section 17.1. All regular full-time and part-time Employee of the police department shall have uniforms furnished to them by the Village. Employees must ordinarily wear their uniforms while on duty. All Employees will be allowed free cleaning of their uniforms as needed.

ARTICLE XVIII

Section 18.1. If any section of this Agreement shall be invalidated, the rest of the Agreement shall not be invalidated, and either party hereto, upon notice to the other party, may reopen for negotiations the invalidated portion, and if an agreement thereon cannot be reached within ninety (90) days, either party may submit the matter to appropriate binding arbitration.

ARTICLE XIX MISCELLANEOUS

Section 19.1. Captions: The captions used under each section of this Agreement are for identification purposes and are not a substantive part of this Agreement.

Section 19.2. Bulletin Boards: The Village shall provide space for the posting of Union notices within the department on bulletin boards provided for that purpose. However, the Village shall have the right to police the bulletin boards for offensive materials.

Section 19.3. Maintenance of Privileges: Any privileges enjoyed by the Bargaining Unit Employees prior to the date of this Agreement shall not be denied to the Employees because of signing this Agreement, unless the Union and Village, through the collective bargaining process, have mutually agreed to change and waive these privileges.

Article XX NO STRIKE-NO LOCKOUT

Section 20.1. No Strike Clause: The parties to this Agreement mutually recognize that the services performed by the EMPLOYEES covered by this Agreement are services essential to the public health, safety, and welfare of the citizens of the Village of White Pigeon. Therefore, during the term of this Agreement, the VILLAGE and UNION agree that there shall be no interruption of these services. The VILAGE will not lockout the EMPLOYEES during the life of this Agreement.

The UNION agrees in turn to abide by the statutory mandate of either compulsory arbitration under Act 312 and/or to use the vehicle of the grievance procedure outlined herein and shall not strike. Under no circumstances will the UNION cause, or permit its members to cause, nor will any member of the Bargaining Unit take part in any strike, sit-down, stay-in, picketing or patrolling, slowdown or any curtailment of work in the police department of the VILLAGE during the term of this Agreement.

In the event of a work stoppage, picketing, patrolling or any other curtailment of work within the Police Department, by the UNION or the EMPLOYEES covered hereunder during the term of this Agreement, the UNION by its officers, agents and shop stewards shall immediately declare such work stoppage, picketing, patrolling or other curtailment of the Police Department to be unauthorized in writing to the EMPLOYEES and order said EMPLOYEES to stop said conduct and resume full services. The UNION agrees further to cooperate with the VILLAGE to remedy such situation by directing the EMPLOYEES to return to work. In the event that the UNION in any such situation performs the obligations of

this paragraph in good faith and has not authorized such conduct it shall not be liable in any suit in any court for money damages caused by said violation. The VILLAGE shall have the right to discipline, up to and including discharge, any EMPLOYEE who instigates, participates in or gives leadership to any activity herein prohibited.

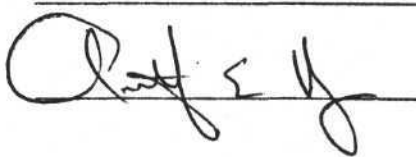
ARTICLE XXI
DURATION

This Agreement shall become effective as of its execution retroactive to July 1, 1992 and shall remain in full force and effect until 12:01 a.m., the 1st day of July, 1995 and from year to year thereafter unless either party hereto serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date or sixty calendar days prior to the expiration of any subsequent automatic renewal period. The parties agree to reopen negotiations covering only wages and health insurance for the period of July 1, 1993 through June 30, 1994 with at least sixty (60) days notice by either party, and agree to reopen negotiations covering only wages and health insurance for the period of July 1, 1994 through June 30, 1995 with at least sixty (60) days notice by either party.

It is agreed that all Full-Time EMPLOYEES shall receive, upon ratification of this Agreement by both parties, \$230.40 from the Village.

Service Employees International
Union, Local 586

Village of White
Pigeon









DATE

9-17-92
DATE

APPENDIX " A "
WAGE SCALE

CLASSIFICATION	HOURLY WAGE
SERGEANT	\$10.25
PATROLMAN	
Start - - - - -	\$8.75
Six Months- - - -	\$9.00
One Year - - - - -	\$9.25
P.T. PATROLMAN	\$8.50
ANIMAL CONTROL OFF.	\$4.75

APPENDIX " B "
Management Rights

It is the right of the Village of White Pigeon, recognized under the terms of this Agreement (except as expressly abridged by any provision of this Agreement), to unilaterally reserve and retain exclusively all of the normal and inherent rights of management the Police Department its divisions and agencies, whether exercised or not, including, but not limited to, its rights to determine the purpose of its constituent agencies, set standards of service and exercise control and discretion over its organization and operations. It is also the right of the Village of White Pigeon to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty, provided in so doing the provisions of this Agreement are not violated.

The Village of White Pigeon reserves its rights to determine, and from time to time, redetermine, the number, the location and type of its departments, divisions, and work sites, and the methods and materials to be employed.

The Village of White Pigeon reserves the right, except as expressly abridged by any provision of this Agreement:

- *To select and direct the working forces in accordance with requirements determined by the Management.
- *To establish and change work schedules and assignments.
- *To transfer and promote employees.
- *To suspend, discharge, demote or otherwise discipline employees for proper cause.
- *To use supervisors to perform work of the kind performed by employees of the unit.
- *To take such measures as Management may determine to be necessary to orderly, efficient and economical operation of the Department.
- *To determine the size and composition of the work force.
- *To lay off employees for lack of work or other legitimate reasons, and to determine "lack of work".
- *To assign and distribute available overtime work.
- *To fix standards of quality and quantity of work to be performed.
- *To determine job content.
- *To set safety rules and enforce penalties for violations.
- *To require employees to obey reasonable rules of conduct set by Management and to determine disciplinary action for the failure to obey the rules.
- *To eliminate previously provided Village services.

The question of physical fitness, being of vital importance to the safety and welfare of the individual police officer, requires that standards be established (in accordance with State of Michigan minimum standards) to insure the physical capability of the individual officer.

Management, therefore, reserves the right to require on

a scheduled basis, during duty hours, physical fitness and training programs to be attended by the individual officer at prescribed times and locations. It is also recognized that failure of the individual employee to meet physical standards necessary to accomplish the job requirements is just and sufficient reason for action to be taken by Management once the employee has been given an adequate opportunity to correct his/her deficiencies.

The exercise of Management rights shall not preclude employees or their representatives from rising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining Agreement.

SEVERABILITY CLAUSE

Should any provision of this collective bargaining Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted State or Federal legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

LETTER OF UNDERSTANDING
BETWEEN THE
VILLAGE OF WHITE PIGEON AND LOCAL 586, S.E.I.U.

It is understood and agreed between both parties to this Letter of Understanding that the overtime provisions of the Collective Bargaining Agreement shall not apply in situations where two employees of the Police Department voluntarily switch shifts with each other. Such shift changes shall be handled in regards to wages the same way that there were handled prior to the implementation of the Collective Bargaining Agreement. This Letter of Understanding shall apply only in instances where the shift changes have been made voluntarily by both employees.

James Sheltor
LOCAL 586, S.E.I.U.

8-18-92
DATE

Robert J. Blue
VILLAGE OF WHITE PIGEON

9-17-92
DATE

Andy E. Gray
09-15-92