

7/31/96

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AGREEMENT

between

VILLAGE OF CALUMET

and

VILLAGE OF CALUMET
POLICE OFFICERS ASSOCIATION

Effective: August 1, 1994

Expiration: July 31, 1996

Calumet, Village of

TABLE OF CONTENTS

	AGREEMENT	1
	PURPOSE AND INTENT	1
1.	RECOGNITION, REPRESENTATION, UNION SECURITY AND DUES AND INITIATION	1
2.	STEWARDS AND ALTERNATE STEWARDS	3
3.	SPECIAL CONFERENCES	3
4.	GRIEVANCE PROCEDURE	4
5.	PAYMENT OF BACK CLAIMS AND COMPUTATION OF BACK WAGES	6
6.	DISCHARGE AND DISCIPLINE	7
7.	SENIORITY	7
8.	LOSS OF SENIORITY	8
9.	SUPPLEMENTAL AGREEMENTS	9
10.	LAYOFF	9
11.	RECALL	10
12.	TRANSFERS	10
13.	PROMOTIONS	11
14.	VETERANS	11
15.	LEAVE OF ABSENCE	12
16.	SICK LEAVE AND BEREAVEMENT	13
17.	WORKING HOURS	13
18.	HOLIDAY PROVISIONS	14
19.	VACATION	14
20.	UNION BULLETIN BOARDS	15
21.	RATES FOR NEW JOBS	15
22.	TEMPORARY ASSIGNMENTS	15
23.	JURY DUTY	16
24.	EQUALIZATION OF OVERTIME HOURS	16
25.	HOSPITALIZATION MEDICAL COVERAGE	16
26.	WORKER'S COMPENSATION	17
27.	APPENDIXES	18
28.	TERMINATION AND MODIFICATION	18
29.	EFFECTIVE DATE	19
	APPENDIX A. Managements Rights	19
	APPENDIX B. Wage and Classification Scale	20
	APPENDIX C. Uniform Allowance	20
	APPENDIX D. Work Performed by Supervisors	20
	APPENDIX E. Part-Time Employees	21
	APPENDIX F. Pension	21
	APPENDIX G. C.D.L. License and Exam	22
	APPENDIX H. Compensatory Time (Village Policy) ...	22

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AGREEMENT

This Agreement entered into on the 1st day of August 1994, between the Village of Calumet (hereinafter referred to as the "Employer") and the Village of Calumet Police Officers Association (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

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

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION, REPRESENTATION, UNION SECURITY AND DUES, AND INITIATION FEES

(a) Pursuant to and in accordance with all applicable provisions' of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining units described below, excluding the Village Superintendent and Chief of Police, as defined in the Act.

(NOTE: See Letter of Understanding on Appendix E.)

(b) 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 organiza-

1 tion for the purpose of undermining the Union.

2
3 (c) 1. Employees covered by this Agreement at the time it becomes effective and who are
4 members of the Union at that time shall be required, as a condition of continued employment, to con-
5 tinue membership in the Union or pay a service fee to the Union equal to dues and initiation fees
6 uniformly charged for membership for the duration of this Agreement.

7 2. Employees covered by this Agreement who are not members of the Union at the
8 time it becomes effective shall be required as a condition of continued employment to become
9 members of the Union or pay a service fee equal to dues and initiation fees required for membership
10 commencing ninety (90) days after the effective date of this Agreement, and such condition shall be
11 required for the duration of this Agreement.

12 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after
13 the effective date of this Agreement and covered by this Agreement shall be required as a condition
14 of continued employment to become members of the Union or pay a service fee to the Union equal
15 to dues and initiation fees required for membership for the duration of this Agreement, commencing
16 the ninetieth (90th) day following the beginning of their employment in the unit.

17 4. An employee who shall tender an initiation fee (if not already a member) and the
18 periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed
19 to meet the conditions of this section.

20 5. Employees shall be deemed to be members of the Union within the meaning of this
21 section if they are not more than sixty (60) days in arrears in payment of membership dues.

22
23 (d) 1. Employees shall tender the initiation fee and monthly membership dues by signing
24 the Authorization for Checkoff of Dues form.

25 Check-off Forms: During the life of this Agreement and in accordance with the terms
26 of the Form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to
27 deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union
28 from the pay of each employee who executes or has executed the following Authorization for Check-
29 off of Dues form:

1 2. Remittance of Dues to Financial Officer:

2 Deductions for any calendar month shall be remitted to such address designated to the
3 designated financial officer of Village of Calumet Police Officers Association, with an alphabetical
4 list of names and addresses of all employees from whom deductions have been made no later than the
5 fifth (5th) day of the month following the month in which they were deducted.

6 The Employer shall additionally indicate the amount deducted and notify the financial
7 officer of the Village of Calumet Police Officers Association of the names and addresses of employees
8 who, through a change in their employment status, are no longer subject to deductions and further
9 advise said financial officer by submission of an alphabetical list of all new hires since the date of
10 submission of the previous month's remittance of dues.

11 3. Any dispute arising as to an employee's membership in the Union shall be reviewed by the
12 designated representative of the Employer and a representative of the Local Union, and if not
13 resolved, may be decided at the final step of the Grievance Procedure.

14 (e) It is mutually recognized that the principal of proportional representation
15 which reflects the increase and decrease in the work force is a sound and sensible basis for
16 determining quantitative representation as is set forth in Article 11, Section 1.

17
18 2. STEWARDS AND ALTERNATE STEWARDS

19 (a) Police - one (1) person

20 The Stewards, during their working hours, without loss of time or pay, shall investigate and
21 present grievances to the Employer if it does not interfere with the performance of duty. Stewards
22 will use discretion in the investigation and presentation of grievances so as not to hamper the
23 operation and duties of the departments involved.

24
25
26 3. SPECIAL CONFERENCES

27
28 (a) Special conferences for important matters will be arranged between the Unit Chairman
29 and the Employer or its designated representative upon the mutual agreement of both parties. Such

1 meetings shall be between at least two (2) representatives of the Union and two (2) representatives
2 of the Employer. Arrangements for such special conferences shall be made in advance and an agenda
3 of the matters to be taken up at the meeting shall be presented at the time the conference is requested.
4 Matters taken up in special conferences shall be confined to those included in the agenda.
5 Conferences shall be held between the times mutually agreed upon. The members of the Union shall
6 not lose time or pay for time spent in such special conferences. The Employer may request a
7 representative of the Village of Calumet Police Officers Association to be in attendance.
8

9 (b) The Union representative may meet at a place designated by the Employer on the
10 Employer's property for at least one-half (1/2) hour immediately preceding the conference with the
11 representatives of the Employer for which a written request has been made.
12

13 4. GRIEVANCE PROCEDURE 14

15 It is the intent of the parties to this Agreement that the grievance procedure set forth herein
16 shall serve as a means for a peaceful settlement of disputes that may arise between them as to the
17 application and interpretation of this Agreement or other conditions of employment. In order to be
18 a proper matter for the grievance procedure, the grievance must be presented within thirty (30)
19 working days after the employee knew or should have known of its occurrence. The Employer will
20 answer, in writing, any grievance presented to it, in writing, by the Union.
21

22 STEP 1

23 Any employee having a grievance shall present it to the Employer as follows:

24 (a) If an employee feels he has a grievance, he shall discuss the grievance with the
25 steward.
26

27 (b) The steward may discuss the grievance with the immediate supervisor or his designee.

28 (c) If the matter is thereby not disposed of, it will be submitted in written form by the
29 steward to the immediate supervisor or his designee. Upon receipt of the grievance, the supervisor

1 or his designee shall sign and date the steward's copy of the grievance.
2

3 STEP 2

4 If the answer is not satisfactory to the Union, it shall be presented in writing by the
5 steward to the President within five (5) working days after the immediate supervisor's or his
6 designee's response is due. The President shall sign and date the steward's copy. The President shall
7 respond to the steward in writing within five (5) working days of receipt of the grievance.
8

9 STEP 3

10 If the grievance remains unsettled, it shall be presented by the Chapter Chairman, in
11 writing, to the Village Council within five (5) working days after the response of STEP 2 is due. The
12 President shall sign and date the Chapter Chairman's copy. The Village Council shall respond in
13 writing to the Chapter Chairman within five (5) working days.
14

15 STEP 4

16 (a) If the answer at STEP 3 is not satisfactory, and the Union wishes to carry it
17 further, the Chapter Chairman shall refer the matter to the Village of Calumet Police Officers
18 Association.

19 (b) In the event the Village of Calumet Police Officers Association, wishes to carry
20 the matter further, it shall, within fifteen (15) calendar days from the date of the Employer's answer
21 at STEP 3 meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dis-
22 pute(s) remain unsettled, and the Association wishes to carry the matter(s) further, the Village of
23 Calumet Police Officers Association, shall file a Demand for Arbitration within thirty (30) working
24 days after the City Council's answer in STEP 3, in accordance with the American Arbitration Associa-
25 tion's rules and regulations.

26 (c) The arbitration proceedings shall be conducted in accordance with the
27 American Arbitration Association rules and regulations.
28

29 (d) There shall be no appeal from any arbitrator's decision. Each such decision

1 shall be final and binding on the Union, its members, the employee or employees involved and the
2 Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and
3 shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses
4 for the arbitrator shall be shared equally between the Employer and the Union.

5 (e) A grievance may be withdrawn without prejudice and if so withdrawn all
6 financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only
7 from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from
8 the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve
9 a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the
10 appeal of the representation case. In such event, the withdrawal without prejudice will not affect
11 financial liability.

12 (f) Any grievance not answered within the time limits by the Employer shall be
13 deemed settled on the basis of the Union's original demand.

14 (g) Any grievance not appealed by the Union within the time limits shall be deemed
15 settled on the basis of the Employer's last answer.

16 (h) Each grievance when reduced to writing, shall contain a clear and concise
17 statement of the subject matter of the grievance, and the relief sought. Such statement may be revised
18 not later than at the first meeting in STEP 3 to state the numbers of the sections and subsections of
19 this Agreement under which the claimant believes himself entitled to relief. No written grievance
20 statement may contain more than one grievance.

21 22 5. PAYMENT OF CLAIMS AND COMPUTATION OF BACK CLAIMS

23
24 (a) If the Employer fails to give an employee work to which his seniority entitles him,
25 and a written notice of his claim is filed within thirty (30) days of the time the Employer first failed
26 to give him such work, the Employer will reimburse him for the earnings he lost through failure to
27 give him such work.

28
29 (b) No claim for back wages shall exceed the amount of wages the employee would

1 otherwise have earned at his regular rate.
2

3 6. DISCHARGE AND DISCIPLINE 4

5 (a) Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge
6 or discipline of an employee to notify in writing the steward of the discharge or discipline.

7 (b) The discharged or disciplined employee will be allowed to discuss his discharge or
8 discipline with the steward and the Employer will make available an area where he may do so before
9 he is required to leave the property of the Employer. Upon request, the Employer or his designated
10 representative will discuss the discharge or discipline with the employee and the steward.

11 (c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or
12 the steward consider the discharge to be improper, a complaint shall be presented in writing through
13 the steward to the Employer within two (2) regularly scheduled working days of the discharge or
14 discipline. The Employer will review the discharge or discipline and give its answer within three (3)
15 regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to
16 the Union, the matter shall be referred to the grievance procedure.

17 (d) Use of Past Record. In imposing any discipline on a current charge, the Employer
18 will not take into account any prior infractions which occurred more than two (2) years previously
19 nor impose discipline on an employee for falsification of his Employment Application after a period
20 of two (2) years from his date of hire.
21

22 7. SENIORITY 23

24 (a) New employees hired in the unit shall be considered as probationary employees for
25 the first ninety (90) days of their employment. The ninety (90) day probationary period shall be
26 accumulated within not more than one hundred fifty (150) calendar days. When an employee finishes
27 the probationary period, by accumulating ninety (90) days of employment within not more than one
28 hundred fifty (150) calendar days, he shall be entered on the seniority list of the unit and shall rank
29 for seniority from the day ninety (90) days prior to the day he completes the probationary period.

1 There shall be no seniority among probationary employees.

2 (b) The Union shall represent probationary employees for the purpose of collective
3 bargaining in respect to rates of pay, wages, hours of employment and other conditions of
4 employment as set forth in Section (1) of this Agreement, except discharged and disciplined
5 employees for other than Union activity.

6 (c) Seniority shall be on a departmental basis, in accordance with the employee's last date
7 of hire.

8 (d) Seniority shall not be affected by the race, sex, marital status, or dependents of the
9 employee.

10 (e) The seniority list on the date of this Agreement will show the names, job titles and date
11 of hire of all employees of the unit entitled to seniority.

12 (f) The employer will keep the seniority list up to date at all times and will provide the
13 Unit Secretary with up-to-date copies at least once a year or upon request.

14 15 8. LOSS OF SENIORITY

16
17 1. An employee shall lose his seniority for the following reasons only:

18 (a) He quits.

19 (b) He is discharged and the discharge is not reversed through the procedure set
20 forth in this Agreement.

21 (c) He is absent for three (3) consecutive working days without notifying the
22 Employer. After such absence, the Employer will send written notification to the employee at his last
23 known address that he has lost his seniority and his employment has been terminated. The Employer
24 shall, at his discretion, provide a probationary period to re-evaluate the employee for continued
25 service. Should the employee's attendance and performance be judged satisfactory by the Employer
26 at the end of this probationary period, the employee's seniority will remain intact. If the disposition
27 made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.

28 (d) If he does not return to work when recalled from layoff as set forth in the
29 Recall Procedure. In proper cases, exceptions shall be made.

1 (e) Return from sick leave and leaves of absence will be treated the same as (c)
2 above.

3 2. Shift preference will be granted on the basis of seniority within the Department.

4
5 3. Notwithstanding their position on the seniority list, stewards shall, in the event of a
6 layoff of any type, be continued at work as long as there is a job which they can perform and shall be
7 recalled to work in the event of a layoff on the first open job which they can perform.

8
9 4. Notwithstanding their position on the seniority list, the Unit Chairman and Recording
10 Secretary of the Local Union shall, in the event of a layoff only, be continued at work at all times,
11 provided they can perform any of the work available.

12 13 9. SUPPLEMENTAL AGREEMENTS

14
15 All proposed supplemental agreements shall be subject to good faith negotiations between the
16 Employer and the Union. They shall be approved or rejected within a period of thirty
17 (30) days following the conclusion of negotiations.

18 19 10. LAYOFF

20
21 (a) The word "layoff" means a reduction in the working force due to a decrease of work
22 and unpredictable economic problems.

23 (b) If it becomes necessary for a layoff, the following procedure will be mandatory.
24 Probationary employees will be laid off first, then part-time by inverse seniority, then full-time by
25 inverse seniority. Seniority employees will be laid off according to seniority as defined in Article 7
26 (c), and Article 8 (3) and (4). Evaluation of a seniority employee's ability to perform any position will
27 be made on the basis of a two (2) week probationary period. In proper cases, exceptions may be
28 made by the Employer. Disposition of these cases will be a proper matter for special conference, and
29 if not resolved, it shall then be subject to the final step of the grievance procedure (arbitration).

1 (c) Employees to-be laid off for an indefinite period of time will have at least seven (7)
2 calendar days' notice of layoff. The Unit Secretary shall receive a list from the Employer of the
3 employees being laid off on the same date the notices are issued to the employees.
4

5 11. RECALL

6
7 When the working force is increased after a layoff, employees will be recalled according to
8 seniority as defined in Article 7 (c) through (f), and Article 8 (1), (a) through (e), and in proper cases,
9 exceptions can be made, subject to special conference. Notice of recall shall be sent to the employee
10 at his last known address by registered or certified mail. If an employee fails to report for work
11 within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered a quit.
12 Employee must notify Employer of his intention to return within twenty-four (24) hours' receipt of
13 notice.
14

15 12. TRANSFERS

16
17 (a) Transfer of Employees on a Departmental Basis. If an employee is transferred to a
18 position under the Employer not included in the unit, he shall have accumulated seniority while
19 working in the position to which he was transferred. Employees transferred under the above
20 circumstances shall retain all rights accrued for the purposes of any benefits provided for in this
21 Agreement.

22 (b) If and when operations or divisions or fractions thereof are transferred from one
23 location to another for a period of more than seven (7) calendar days, employees affected will be
24 given the opportunity to transfer on the basis of seniority, desire, and classification. Location
25 exchange will be considered in such cases.
26

27 (c) The Employer agrees that in any movement of work not covered above in Sections
28 (a) and (b), he will discuss the movement with the Union in order to provide for the protection of the
29 seniority of the employees involved.

1 (d) In the event of a vacancy or a newly-created position of like classification, employees
2 shall be given the opportunity to transfer on the basis of seniority. In such cases all vacancies and
3 newly-created positions shall be posted in a conspicuous place in each building in the Village at least
4 seven (7) calendar days prior to filling such vacancy or newly-created position.
5

6 13. PROMOTIONS

7
8 (a) Promotions within the bargaining unit shall be made on the basis of seniority and
9 qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the
10 minimum requirements for the position in a conspicuous place in each building. Employees interested
11 shall apply within the seven (7) calendar day posting period. The senior employee applying for the
12 promotion and who meets the minimum requirements shall be assigned to the job for the purpose of
13 determining:

- 14 1. His desire to remain on the job
- 15 2. His ability to perform the job

16 In the event the senior applicant is denied the promotion, reasons for denial shall be
17 given in writing to such employee's Chief Steward. In the event the senior applicant disagrees with
18 the reasons for denial, it shall be a proper subject for the grievance procedure.
19

20 14. VETERANS

21
22 1.(a) Any employee who enters into-active service in the Armed Forces of the United
23 States, upon the termination of such service, shall be offered re-employment in his previous position
24 or a position of like seniority, status and pay, unless the circumstances have so changed as to make
25 it impossible or totally unreasonable to do so, in which event he will be offered such employment in
26 line with his seniority as may be available which he is capable of doing at the current rate of pay for
27 such work, provided he reports for work within one hundred twenty (120) days from the date of such
28 discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

29 (b) A probationary employee who enters the Armed Forces and meets the foregoing

1 requirements must complete his probationary period, and upon completing it, will have seniority equal
2 to the time he spent in the Armed Forces, plus ninety (90) days.

3
4 2. Except as hereinbefore provided, the re-employment rights of employees and
5 probationary employees will be limited by applicable laws and regulations.

6
7 3. Employees who are reinstated in accordance with the Universal Military Training Act,
8 as amended, and other applicable laws and regulations, will be granted leaves of absence for a period
9 not to exceed a period equal to their seniority in order to attend school full time under applicable
10 Federal laws in effect on the date of this Agreement.

11 (a) Any employee who enters into active service in the Armed Forces of the
12 United States, upon termination of such service, shall be offered preference re-employment if there
13 is a vacancy, but shall not be compelled to take him back to bump off a regular employee in his
14 previous position.

15 (b) Employees who are in some branch of the Armed Forces Reserve or the
16 National Guard will be paid the difference between their Reserve pay and their regular pay with the
17 District when they are on full-time active duty in the Reserve or National Guard.

18 19 15. LEAVE OF ABSENCE

20 (a) Leaves of absence for reasonable periods not to exceed thirty (30) days will be
21 granted without loss of seniority for:

- 22 1. Serving in any elected public position
- 23 2. Maternity Leave
- 24 3. Illness Leave (physical or mental)
- 25 4. Prolonged illness in immediate family.

26 Such leave may be extended for like cause.

27 (b) Members of the Union elected to Local Union positions or selected by the
28 Union to work which takes them from their employment with the Employer shall not be allowed time
29 off with pay to go to the function, only time off without pay.

1
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3 16. SICK LEAVE AND BEREAVEMENT

4 (a) All members covered by this Agreement shall accumulate one (1) sick leave day per
5 month not to exceed twelve (12) days per year, with one hundred twenty (120) calendar days'
6 accumulation. An employee while on sick leave will be deemed to be on continued employment for
7 the purpose of computing all benefits referred to in this Agreement and will be construed as days
8 worked specifically. After three (3) consecutive days of illness an employee shall be required to
9 furnish a doctor's slip before being allowed to return to work. The Village shall pay unused sick leave
10 upon retirement from the Village of Calumet and upon death to the employee's beneficiary. The
11 maximum shall be sixty (60) days. Any employee who has been employed for ten (10) years or more
12 by the Village shall receive up to a maximum of thirty (30) days severance pay upon termination. If
13 an employee is terminated for just cause, and the termination is not reversed through the grievance
14 procedure; they shall not be entitled to severance pay. Employees may use two (2) sick leave days
per year as personal leave days.

15 (b) An employee shall be allowed three (3) working days as funeral leave days not to be
16 deducted from sick leave, for a death in the immediate family.

17 1. Immediate family shall be defined as follows: mother, father, sister, brother,
18 wife, husband, son or daughter.

19 2. One (1) working day as funeral leave not to be deducted from sick leave for
20 death of in-laws or grandparents.

21 Three (3) days allowed but only one (1) day to be paid for by the Village.
22
23
24

25 17. WORKING HOURS

26
27 (a) An employee reporting for overtime duty shall be guaranteed at least two (2) hours'
28 pay at the rate of time and one half,** call out to be by President, Supervisor or Council Chairman.

29 (b) Time and one-half will be paid for all hours worked over eight (8) in one day or forty

1 (40) hours in a week or in compliance with the law or the Fair Labor Standards Act as amended.

2
3 18. HOLIDAY PROVISIONS

4
5 (a) The paid holidays are designated as New Year's Day, Good Friday, Memorial Day,
6 Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and one Floating Holiday. Employees
-7 will be paid their current rate based on an eight (8) hour day for said holidays.

8 (b) An employee will be paid time and one-half for all hours worked on a holiday, plus
9 holiday pay.

10 (c) Part time employees in the Police Department will be paid time and one half for all
11 hours worked on a Holiday.

12
13 19. VACATION

14
15 (a) An employee will earn credits toward vacation with pay in accordance with the
16 following schedule:

- 17 1 week vacation after 1 year of service
18 2 weeks' vacation after 2 years of service
19 3 weeks' vacation after 7 years of service
20 4 weeks' vacation after 14 years of service.

21
22 (b) Vacations will be granted at such times during the year as are suitable, considering
23 both the wishes of employees and efficiency operation of the department concerned.

24 (c) Vacations will be taken in a period of consecutive days. Vacations may be split into
25 one or more weeks, providing such scheduling does not drastically interfere with the operations.

26 (d) A vacation may not be waived by an employee and extra pay received for work during
27 that period.

28 (e) If an employee becomes ill and is under the care of a duly licensed physician during
29 his vacation, the remainder of his vacation, when and provided he notifies the employer of such
30 illness, will be rescheduled. In the event his incapacity continues through the year, he will be awarded
31 payment in lieu of vacation.

1 (f) If a regular payday falls during an employee's vacation, he will receive that check in
2 advance, before going on vacation. Should an employee change his vacation, he must make a request
3 for his check two (2) weeks before leaving, if he desire to receive it in advance.

4 (g) If an employee is laid off or retired, he will receive any unused vacation credit
5 including that accrued in the current calendar year computed on the basis of the percentage of days
6 worked.

7 (h) Employees will be paid their current rate based on their regular scheduled day while
8 on vacation and will receive credit for any benefits provided for in this Agreement.

9
10 20. UNION BULLETIN BOARDS
11

12 The Employer will provide bulletin boards in each building which may be used by the Union
13 for posting notices of the following types:

- 14 (a) Notices of recreational and social events.
15 (b) Notices of elections.
16 (c) Notices of results of elections.
17 (d) Notices of meetings.

18
19
20 21. RATES FOR NEW JOBS
21

22 When a new job is placed in a unit and cannot be properly placed in an existing classification,
23 the Employer will notify the Union prior to establishing a classification and rate structure. In the
24 event the Union does not agree that the description and rate are proper, it shall be subject to
25 negotiation.

26
27 22. TEMPORARY ASSIGNMENTS
28

29 Temporary assignments for the purpose of filling vacancies of employees who are on vacation,

1 absent because of illness, etc. , will be granted to the senior employee who meets the requirements
2 for such job. Such employees will receive the rate of the higher classification for all hours worked
3 while filling such vacancy.

4 23. JURY DUTY

5 An employee who serves on jury duty will be paid the difference between his pay for jury duty
6 and his regular pay.

7 24. EQUALIZATION OF OVERTIME HOURS

8
9
10 (a) Overtime hours shall be divided as equally as possible among employees in the same
11 classifications in their department. An up-to-date list showing overtime hours will be posted in a
12 prominent place in each department.

13 (b) Whenever overtime is required, the person with the least number of overtime hours
14 in that classification within their building will be called first and so on down the list in an attempt to
15 equalize the overtime hours.

16 (c) For the purpose of this clause, time not worked because the employee was
17 unavailable, or did not choose to work, will be charged the average number of overtime hours of the
18 employees working during that call-out period (two (2) hours minimum.)

19
20 (d) Overtime hours will be computed from July 1 through June 30 each year. Excess
21 overtime hours will be carried over each year and are subject to review at the end of each period.

22 25. HOSPITALIZATION MEDICAL COVERAGE

23
24
25 The Employer agrees to pay the premium of hospitalization medical coverage for the
26 employee and his family, the plan to be the existing Blue Cross/Blue Shield Master Medical (Plan
27 S) with the Fill, Ambulance and ML Riders. This coverage shall be applied to all full time employees
28 in the bargaining unit. The deductible shall be \$250 per single and \$500 per family with the Employer
29 paying the deductible difference between \$100 single and \$200 family. If another insurance carrier

1 can provide equivalent or improved insurance coverage with respect to the hospitalization plan now
2 in effect at the same or lower premiums, a new plan may be instituted if both parties mutually agree
3 to the new plan.

4 The Employer agrees to pay the premium of a prescription drug program for the employee
5 and his or her family, the plan to be the existing Blue Cross and Blue Shield Master Medical (Plan
6 S) with the Fill, Ambulance and ML Rider Plan. The drug rider co-pay shall be \$10.00. This
7 coverage shall be applied to all full time employees in the bargaining unit. If another insurance carrier
8 can provide equivalent or improved insurance coverage with respect to the prescription plan now in
9 effect at the same or lower premiums, a new plan may be instituted if both parties mutually agree to
10 the new plan.

11 The Employer agrees to pay the premium of a Vision Care program for the employee and
12 his/her family, the plan to be the existing Blue Cross and Blue Shield, Master Medical and ML Rider.
13 This coverage shall be applied to all full time employees in the bargaining unit. If another insurance
14 carrier can provide equivalent or improved insurance coverage with respect to the Vision Care plan
15 now in effect at the same or lower premium a new plan may be instituted if both parties mutually
16 agree to the new plan.

20 26. WORKER'S COMPENSATION

21
22 Each employee will be covered by the applicable Worker's Compensation Laws, and the
23 Employer further agrees that an employee being eligible for Worker's Compensation will receive, in
24 addition to his Worker's Compensation income, an amount to be paid by the Employer sufficient to
25 make up the difference between Worker's Compensation and his regular weekly income, not to
26 exceed six (6) months.

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27. APPENDICES

The following Appendices are incorporated and made a part of this Agreement:

- Appendix A - Management's Rights
- Appendix B - Classifications and Rates
- Appendix C - Uniform Allowance
- Appendix D - Work Performed by Supervisors
- Appendix E - Part-Time Employees
- Appendix F - Pension
- Appendix G - C.D.L. and Exam
- Appendix H - Compensatory Time

28. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until the 31st day of July, 1996.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event, the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to 340 Sixth Street, Calumet, Michigan 49913; and if to the Employer, addressed to Calumet, Michigan 49913, or to any such address as the Union or the Employer may make available to each other.

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29. EFFECTIVE DATE

This agreement shall become effective as of August 1, 1994.

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE EMPLOYER

FOR THE UNION

APPENDIX A
MANAGEMENT RIGHTS

Except as limited by the provisions of the Agreement, the Management of the Employer and the direction of the working forces, including the right to direct, plan and control law enforcement operations, to hire, recall, transfer, promote, demote, to layoff employees because of lack of work, lack of funds; to introduce new and improved operating methods and/or facilities; and to manage the properties in traditional manner are vested exclusively on the Employer. Neither the Employer nor the Union shall discriminate against employees because of membership or non-membership in the Union.

1
2 APPENDIX B
3 WAGES AND CLASSIFICATION SCALE

4	<u>POLICE DEPARTMENT</u>	<u>8/1/94</u>
5	LIEUTENANT	11.39
6	Sergeant (full-time)	11.08
7	Police Officer (full-time)	10.61
8	Police Officer (part-time)	8.84
9	<u>POLICE DEPARTMENT</u>	<u>8/1/95</u>
10	LIEUTENANT	11.85
11	Sergeant (full-time)	11.52
12	Police Officer (full-time)	11.03
13	Police Officer (part-time)	9.19

14
15 All the above rates are based on forty (40) hour week, eight (8) hour shifts.

16
17 **NEW HIRES:** New hires shall be hired at a rate of 30cts per hour less the rate of the
18 classification. Upon the completion of the 90-day probationary period, the hourly rate shall be
19 increased by fifteen cents (15cts) per hour. Upon the completion of six (6) months an additional
20 fifteen cents (15cts) per hour shall be added to the hourly rate.

21
22 APPENDIX C
23 UNIFORM ALLOWANCE

24
25 1. The Employer shall pay to full time employees the sum of one hundred seventy five
26 (\$175.00) dollars on September 1, 1994 and the sum of one hundred seventy five (\$175.00) dollars
27 on March 1, 1995 for uniform allowance and cleaning.

28
29 2. The Employer shall pay to full time employees the sum of two hundred twenty five
30 (\$225.00) dollars on September 1, 1995 and the sum of two hundred twenty five (\$225.00) dollars
31 on March 1, 1996 for uniform allowance and cleaning.

32
33 3. The Police Chief shall determine the dress code for the police department.

34
35 4. All equipment furnished by the Village will remain the property of the Village. Upon
36 termination of employment, all equipment will be returned to the Village.

37
38 APPENDIX D
39 WORK PERFORMED BY SUPERVISORS

40 It is agreed that the Village Superintendent and the Chief of Police will be excluded from the
41 bargaining committee.

42 The Village Superintendent will not perform work normally performed by the bargaining unit,
43 in both regular or overtime hours without first providing the regular employees of said unit the

1 opportunity to perform such work. However, the Village Superintendent will have the right to drive
2 any village vehicle to and from any repair shop at any time.

3 The Village Superintendent and Police Chief will continue to perform the work which he
4 normally performed prior to the unionization of Village Employees.

5
6 APPENDIX E
7 PART-TIME EMPLOYEES
8

9 It is hereby understood and agreed upon that all parts of this Agreement pertains to full time
10 employment only. Full time pertains to Police Department employees who work forty (40) hours a
11 week through the year. Part-time employees are ones who work less than forty (40) hours per week.
12

13 The only agreement for part-time or spare employees is the hourly rate plus time and one half
14 for over eight (8) hours a day. No other benefits were agreed upon for part-time employees.
15

16 If the part-time or spare employees are paying dues to this unit, in addition to above, that
17 employee will be given consideration for the next full time opening if the employee is qualified,
18 although the final decision will be made by the Village Council.
19

20
21 APPENDIX F
22

23 Simplified Employee Pension (SEP):

24
25 The Employer will contribute the following percentage of the employee's compensation:

26

27	Year 1	0%
28	Year 2	0%
29	Year 3	0%
30	Year 4	4%
31	Year 5	5%
32	Year 6	6%
33	Year 7	7%
34	Year 8	8%
35	Year 9	9%
36	Year 10 to retirement	10%

37

38 FUNDING
39

40 The Village shall fund the SEP plan for all qualified employees on a monthly basis.
41
42
43

1 NEW HIRES

2
3 Effective July 1, 1993 employees hired or rehired shall be eligible for employee pension paid
4 by the Employer upon the beginning of the 4th year of employment and shall commence at the rate
5 of 4% under the plan.
6

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8 APPENDIX G

9
10 C.D.L. License and Exam

11
12 The Employer agrees to pay for the required C.D.L. license and physical exam.
13

14
15 APPENDIX H
16 VILLAGE OF CALUMET POLICY

17
18 Compensatory Time

19
20 "Compensatory time" and "compensatory time off" are defined as hours when an employee
21 is not working and which are paid for at the employee's regular rate of pay.
22

23 Full time employees for the Village of Calumet may take compensatory time off in lieu of
24 immediate overtime pay in cash, at a rate of not less than one and one half hours for each hour of
25 overtime worked.
26

27 The compensatory time may be accumulated from January 1 to December 31. At the end of
28 the year the employee shall be paid overtime compensation in cash for any accrued compensatory
29 hours at the employee's hourly rate at the time of payment.
30

31 An employee shall be permitted to use accrued compensatory time if to do so would not
32 disrupt the operations of the Village.
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