

VILLAGE *of* LAWTON
VILLAGE COUNCIL MEETING
125 S. MAIN STREET, LAWTON, MI 49065
TUESDAY, FEBRUARY 14, 2023 – 7:00 P.M.

please silence cell phones

AGENDA

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. CONSENT AGENDA**
 - A. Approval of the February 14, 2023 Council Agenda
 - B. Approval of the January 10, 2023 Council Meeting Minutes
 - C. Approval of January 2023 Disbursements in the amount of \$173,922.62
 - D. Set a Public Hearing for the Regular Council Meeting on February 28, 2023 to hear comment and consider adoption of Lawton 2023-2024 Fiscal Year Budget.
- V. COMMUNICATIONS / CORRESPONDENCE / PRESENTATIONS**
 - A. **MDOT 2023-2024 Proposed Work Schedule**.....Receive
- VI. CITIZENS' COMMENTS – (Please keep comments to 3 minutes)**
- VII. PUBLIC HEARINGS / APPOINTMENTS**
- VIII. OLD BUSINESS**

IX. NEW BUSINESS

- A. Council Receives Master Plan Final Draft Distribution.....Receive**
- B. Audit Request for Proposal.....Receive**
- C. Resolution 02-23: A Resolution Authorizing the Execution of the Collective Bargaining Agreement Between the Village of Lawton and the Village Employees Represented by Teamsters State, County, and Municipal Workers Local 214.....Staff Recommends Approval**

X. BOARD, COMMITTEE, AND STAFF REPORTS

- A. Village Manager – Lisa Imus**
- B. Village Clerk – Brittany Rathbun**
- C. Department of Public Works – Todd Hackenberg**
- D. Police Department – Jeff Mack**
- E. Planning Commission – Judy Peterson**
- F. Downtown Development Authority – Gail Dudek**
- G. Lawton Fire Board – Eric Dudek**
- H. Lawton Library Board – Brittany Rathbun**

XI. COUNCIL COMMENTS

XII. ADJOURNMENT - NEXT REGULAR MEETING DATE – *February 28, 2023*

The Village of Lawton follows the Americans w/ Disabilities Act of 1990. Individuals with disabilities planning to attend this meeting and require accommodations, or those who have questions regarding the accessibility of this meeting or the facilities, are requested to contact the Village Clerk, at (269) 624-6407 or brathbun@lawtonmi.org to allow the Village to make reasonable accommodations. If you have questions or comments, and you are unable to make the meeting, forward to the Village Manager at imusl@lawtonmi.org.



Village of Lawton
VILLAGE COUNCIL
REGULAR MEETING
125 S. MAIN, LAWTON MI 49065 269.624.6407
Tuesday, January 24, 2022

MINUTES

- I. **Call to Order:** President Appleby called the January 24, 2022, meeting of the Lawton Village Council to order at 7:00 p.m.
- II. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
- III. **Roll Call:** *Present:* Appleby, E. Dudek, Smith, G. Dudek, Tanis, Turner, Peterson *Absent:* None *Others Present:* Village Manager Imus, Clerk Rathbun, Chief Mack, and Superintendent Hackenberg.
- IV. **Consent Agenda:** Peterson moved and E. Dudek seconded by moved to approve the Consent Agenda as presented. The Consent Agenda included The January 24, 2023 council agenda, and January 10, 2023 meeting minutes. Voice Vote Taken. All in favor, none opposed, motion carried.
- V. **Old Business:** None.
- VI. **New Business:**
 - A. Hackenberg presented Resolution 02-23, a resolution authorizing Membership in the Michigan Water/Wastewater Agency Response Network. This resolution would allow the Village of Lawton to enter into Michigan Water/Wastewater Agency Response Network Mutual Aid Agreement. Hackenberg reported that this effort allows communities to assist one another in the case of a disaster, and would include Lawton in the efforts. E. Dudek moved and Turner seconded to approve Resolution 02-23. Voice Vote taken. All in favor, none opposed, resolution 02-23 passed.
 - B. Imus reviewed the 2022 – 2031 Capital Improvement Plan (CIP), focusing on years 2023 – 2028. Imus presented a forecast for each fund balance based on the anticipated annual projects in the CIP. Imus relayed that any project over \$15,000 should be included in the CIP. The council discussed the need for a fund balance policy.
 - C. Imus presented the Village of Lawton’s 2023 Goals and Objectives to include a Honee Bear water and sewer expansion, and a potential expansion of water and sewer from the county drain to the Village Limits.
- VII. **Board, Committee, and Staff Reports:**
 - A. Imus stated that the police department union negotiations are down the economics of the contract. Imus also reported about the status of the Village servers, and that it was

necessary to have our IT department involved in several repairs. Imus gave an update on Welch's IFT application and expansion.

- B. Hackenberg stated Well #10, had a failed Bac-T test, but the other wells had passed, so we know the concern is with the well, not the aquifer. Superintendent Hackenberg has arranged for Peerless Midwest to be onsite next Tuesday to chlorinate it with a 1,000-gallon surge tank. Hackenberg stated that this has been done in years past when there has been trouble with this well, and it has remedied the problem. The total cost of the project will be \$8,750. Hackenberg advised that over the next few years the Village should consider exploring additional well areas for future expansion.

VIII. Council Comments:

- IX. Adjournment** Turner motioned, and E. Dudek seconded to adjourn at 8:51 pm.

Respectfully Submitted by,

Brittany Rathbun
Village Clerk

02/08/2023

CHECK REGISTER FOR VILLAGE OF LAWTON
CHECK DATE FROM 01/01/2023 - 01/31/2023

Check Date	Bank	Check	App Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL CHECKING						
01/06/2023	GEN	6085	PR		*Included in Payroll Total	
01/06/2023	GEN	EFT821(E)	PR RETIREMENT	GWFS EQUITIES, INC.		0.00 V
01/09/2023	GEN	6086	AP 030	ADAMS HARDWARE	CONSOLIDATED BILL	805.12
01/09/2023	GEN	6087	AP 294	ANTWERP TOWNSHIP TREASURER	119 N MAIN ST - RAYMOND REID PROPERTY	411.69
01/09/2023	GEN	6088	AP 048	BEAVER RESEARCH COMPANY	LUCAS OIL TREATMENT ADDITIVE	225.00
01/09/2023	GEN	6089	AP 893	BEN W. JOHNSON	DECEMBER 2022 CLEANING X5	475.00
01/09/2023	GEN	6090	AP 056	BLOOMINGDALE COMMUNICATIONS	TELEPHONE FOR ACCT NO 0032515-9	334.86
01/09/2023	GEN	6091	AP 952	BRUCE'S TRUCK AND AUTO	INSTALLATION KIT	65.00
01/09/2023	GEN	6092	AP 964	CLARK TECHNICAL SERVICES	VOL 2022 SUPPORT	1,035.00
01/09/2023	GEN	6093	AP 026	CONSUMERS ENERGY	HEAT FOR ACCT NO 1000 0710 3904 202 JAME	1,821.04
01/09/2023	GEN	6094	AP UBREFUND	Covey, Michael	UB refund for account: 04-341	23.60
01/09/2023	GEN	6095	AP 1069	DICKINSON WRIGHT PLLC	ECONOMIC DEVELOPMENT PROJECT	360.00
01/09/2023	GEN	6096	AP 516	DORNBOS SIGN & SAFETY, INC.	SCHOOL SIGNS	760.35
01/09/2023	GEN	6097	AP MISC	FEDERAL TAX	INTEREST RATE PAYMENT	291.23
01/09/2023	GEN	6098	AP 1004	FERGUSON WATERWORKS #3386	MATERIALS	198.60
01/09/2023	GEN	6099	AP 088	FISHER AUTO PARTS	FILTERS	59.89
01/09/2023	GEN	6100	AP 027	FRONTIER	TELEPHONE AND INTERNET FOR DPW AND WWTP	693.40
01/09/2023	GEN	6101	AP 089	HAAS SYSTEMS, INC.	QUARTLY ALARM MONITORING PER AGREEMENT W	96.00
01/09/2023	GEN	6102	AP 930	HS FLEET SERVICES LLC	MAINTENANCE ON VEHICLE 2020 FORD	821.97
01/09/2023	GEN	6103	AP 017	INDIANA MICHIGAN POWER CO.	ELECTRIC - STREET LIGHTING	10,222.92
01/09/2023	GEN	6104	AP 1095	KSS ENTERPRISES	TOILET PAPER ROLLS	61.89
01/09/2023	GEN	6105	AP MISC	LAWTON VALLEY LINES	REPAIR FUEL LEAK BEHIND INJECTION PUMP	69.40
01/09/2023	GEN	6106	AP 1010	MEEKHOF TIRE OF KZOO	LABOR DISMOUNT & MOUNT, VALVE STEMS	36.00
01/09/2023	GEN	6107	AP 145	MICHIGAN RURAL WATER ASSOC.	MICROSOFT EXCEL TRAINING	230.00
01/09/2023	GEN	6108	AP 064	NYE UNIFORM COMPANY	UNDERVEST - JEFF LARGEN	417.37
01/09/2023	GEN	6109	AP 1034	PRIORITY HEALTH	INSURANCE GROUP ID 794824	8,304.46
01/09/2023	GEN	6110	AP 110	PURITY CYLINDER GASES, INC.	GAS, ACETYLENE	89.38
01/09/2023	GEN	6111	AP 009	REPUBLIC SERVICES OF	WASTE REMOVAL	344.81
01/09/2023	GEN	6112	AP 1094	TERMINAL SUPPLY CO	LED FLOOD BEAM WORK LAMPS	127.06
01/09/2023	GEN	6113	AP MISC	TRUCK & TRAILER SPECIALTIES, INC	36" AND 48" RUBBER CUTTING EDGE; MOLDBOA	1,538.00
01/09/2023	GEN	6114	AP 178	USA BLUE BOOK	MATERIALS	1,579.68
01/09/2023	GEN	6115	AP 493	VAN BUREN COUNTY	VERIZON AIRCARD -DECEMBER	80.14
01/09/2023	GEN	6116	AP 255	WAGONER'S	WWTP CONSOLIDATED	30.51
01/09/2023	GEN	6117	AP 047	WIGHTMAN	PROJECT - 224269 - CHANCEY LEWIS PARK RE	11,816.00
01/09/2023	GEN	6118	AP 885	WOLVERINE POWER SYSTEMS	MAINTENANCE, MAJOR - JOB 0698878	1,210.00
01/20/2023	GEN	6119	PR		*Included in Payroll Total	
01/20/2023	GEN	6120	PR		*Included in Payroll Total	
01/17/2023	GEN	6121	AP MISC	PK CONTRACTING	PAVEMENT MARKINGS	14,199.90
01/19/2023	GEN	6122	AP 155	APPLIED IMAGING	LIBRARY COPIER CONTRACT NO CN3599-01 - A	171.53
01/19/2023	GEN	6123	AP 104	BAKER & TAYLOR, INC.	BOOKS	1,540.07
01/19/2023	GEN	6124	AP 056	BLOOMINGDALE COMMUNICATIONS	PHONE LIBRARY	162.78

01/19/2023	GEN	6125	AP 101	CENGAGE LEARNING.	BOOKS	267.80
01/19/2023	GEN	6126	AP 964	CLARK TECHNICAL SERVICES	LPL 2022 SUPPORT	285.00
01/19/2023	GEN	6127	AP 153	DEMCO, INC.	CLIP ON BOOK SUPPORTS	116.64
01/19/2023	GEN	6128	AP 153	DEMCO, INC.	SEASONAL POSTERS, LABEL SPINES, LABEL PR	225.47
01/19/2023	GEN	6129	AP 079	QUILL CORPORATION	DYMO LABELS, PLASTIC UTENSILS, PACKING T	196.32
01/19/2023	GEN	6130	AP 320	SYNCB/AMAZON	BOOKS, SWEEPER PARTS	370.40
01/19/2023	GEN	6131	AP MISC	UNIQUE	12-19 PLACEMENTS	9.95
01/31/2023	GEN	6132	AP 155	APPLIED IMAGING	CONTRACT NO CN5174-01 FOR ACCT NO KZ1828	226.57
01/31/2023	GEN	6133	AP 893	BEN W. JOHNSON	JANUARY 2023 CLEANING X4	380.00
01/31/2023	GEN	6134	AP MISC	CDW GOVERNMENT	COMPUTER AND MONITOR	1,424.18
01/31/2023	GEN	6135	AP 542	CMP DISTRIBUTORS, INC.	CONCEALABLE VEST, VEST CARRIER	1,100.00
01/31/2023	GEN	6136	AP 1069	DICKINSON WRIGHT PLLC	ECONOMIC DEVELOPMENT PROJECT	360.00
01/31/2023	GEN	6137	AP 027	FRONTIER	TELEPHONE AND INTERNET FOR DPW AND WWTP	715.59
01/31/2023	GEN	6138	AP 017	INDIANA MICHIGAN POWER CO.	ACCT #046-216-176-0-6 - 119 N MAIN ST, R	236.61
01/31/2023	GEN	6139	AP MISC	INTERSTATE BILLING SERVICE INC	BLOWN HYD LINE; REPLACED STEERING VALVE	1,100.39
01/31/2023	GEN	6140	AP 107	LAWSON OIL COMPANY	NO LEAD REGULAR	2,327.92
01/31/2023	GEN	6141	AP 766	LOUNSBURY EXCAVATING, INC	PROJECT 8678 - HYDRANT REPLACEMENT	3,500.00
01/31/2023	GEN	6142	AP 453	MENARDS	40 GAL TOTE, CLEAR BULBS, 27 GAL TOTE	169.88
01/31/2023	GEN	6143	AP MISC	MICHIAGN MUNICIPAL EXECUTIVES	MANGERS WINTER INSTITUTE	350.00
01/31/2023	GEN	6144	AP 144	MISS DIG SYSTEM, INC.	MEMBERSHIP FEE	1,173.70
01/31/2023	GEN	6145	AP 551	ODP BUSINESS SOLUTIONS	ENVELOPES; PENS; CALENDAR	114.10
01/31/2023	GEN	6146	AP 1034	PRIORITY HEALTH	INSURANCE GROUP ID 794824	8,304.46
01/31/2023	GEN	6147	AP 009	REPUBLIC SERVICES OF	WASTE REMOVAL	465.40
01/31/2023	GEN	6148	AP 1068	SAFEBUILT	PERMITS FOR 502 N MAIN; 219 S RAILROAD;	484.50
01/31/2023	GEN	6149	AP 126	STEENSMA LAWN & POWER EQUIP.	GRASS MULCHING ATTU5	9,104.75
01/31/2023	GEN	6150	AP 1036	THE STANDARD	LIFE INSURANCE ACCT NO 00 168051 0001	959.96
01/31/2023	GEN	6151	AP 685	VERIZON WIRELESS	MOBILE PHONE TABLETS	327.95
01/31/2023	GEN	6152	AP 083	VILLAGE OF PAW PAW	WATER LAB ANALYSIS	180.00
01/31/2023	GEN	6153	AP 1097	WENDY'S TAXES	ACCOUNTING FEES - YEAR END REPORTING	155.00
01/31/2023	GEN	6154	AP MISC	WEST MICHIGAN INTERNATIONAL	VAVEL AUTO TANK DRAIN	401.70
01/06/2023	GEN		PR			38,579.43
01/06/2023	GEN		PR			39,599.30

(1 Check Voided)

Total of 121 Disbursements:

173,922.62



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
KALAMAZOO TRANSPORTATION SERVICE CENTER

BRADLEY C. WIEFERICH, P.E.
ACTING DIRECTOR

January 30, 2023

Lisa Imus, Manager
Village of Lawton
125 South Main Street
Lawton, Michigan 49065

Dear Lisa Imus:

The Michigan Department of Transportation (MDOT) has completed the design process for a project on M-40 from 72nd Avenue to south of Lagrave Street within the Village of Lawton and Porter and Antwerp townships. Proposed work includes asphalt resurfacing of mainline lanes and shoulders from 72nd Avenue to 4th Street, and White Oak Road to south of Lagrave Street, and asphalt reconstruction from 4th Street to White Oak Road. Other work within the project limits includes shoulder widening, road approach improvements, water main replacement, storm sewer replacement, sanitary sewer replacement, culvert replacements, drainage improvements, shoulder corrugations, sidewalk installation and curb ramp upgrades, streetscaping, roadway lighting, permanent signing, and pavement markings. The tentative construction timeline for this project spans two years: March 2023 for tree removal/clearing, June to August 2023 for M-40 resurfacing from the Lawton Drain to south of Lagrave Street and the Union Street storm sewer replacement, and April to August 2024 for resurfacing/reconstruction from 72nd Avenue to the Lawton Drain.

To keep the public and public officials informed, MDOT is contacting you with the following information regarding the maintenance of traffic during the project.

- Lane closures under flag control will be utilized when tree removal/clearing, and asphalt resurfacing work is taking place.
- Detours will be posted on the following routes.
 - Road reconstruction work from 4th Street to White Oak Road:
 - M-40 northbound traffic: Orchard Street, Nursery Street, 66th Avenue
 - M-40 southbound traffic: 66th Avenue, 32nd Avenue, White Oak Road, Walker Street, 4th Street

Lisa Imus
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January 24, 2023

- Culvert replacements:
 - Coldbrook Drain (approximately one week): 72nd Avenue, Nursery Street, Orchard Street
 - Lawton Drain (approximately four weeks): Utilizes the road reconstruction work detours

- Union Street storm sewer replacement:
 - Walker Street, 4th Street, M-40, White Oak Road

- Road approach improvements:
 - 31st Street (approximately one week): M-40, 62nd Avenue, 31st Street
 - 32nd Street/Almena Drive (approximately one week):
 - Northbound traffic: M-40, Red Arrow Highway, County Road 653, 64th Avenue
 - Southbound traffic: M-40, 64th Avenue, County Road 657, 58th Avenue, 56th Avenue, County Road 653

If you have further questions, please contact Chris Jacobs, the construction engineer overseeing this project, at 269-207-1928 or JacobsC@michigan.gov.

Sincerely,

Jonathon Smith, P.E.
Cost and Scheduling Engineer
Kalamazoo Transportation Service Center

cc: Chris Jacobs, P.E., Kalamazoo Transportation Service Center
Pete Pfeiffer, P.E., Kalamazoo Transportation Service Center Manager
Nick Schirripa, Southwest Region Communications Representative



VILLAGE OF LAWTON

REQUEST FOR PROPOSALS
ANNUAL AUDIT SERVICES

The Village of Lawton is requesting qualified Certified Public Accountants to submit proposals for the performance of annual audits of its financial accounts and records for the purpose of rendering an Independent Auditors' Report and for performance of a federal Single Audit, should one be required, for the purpose of rendering the applicable Single Audit reports.

Proposals will be accepted at the office of the Village Clerk, 125 S Main Street, PO Box 367, Lawton MI 49065 until 4:00 p.m., on Tuesday, March 14, 2023 at which time the proposals will be publicly opened and read. All proposals must be received prior to the date and time shown above. No faxed proposals will be accepted.

Proposals must be submitted in a sealed envelope marked:

VILLAGE OF LAWTON
PROPOSAL FOR AUDIT SERVICES
PROPOSAL OPENING: Tuesday, March 14, 2023, at 4:00 p.m.

Specifications are available at the office of the Village Clerk, 8:00 a.m. - 5:00 p.m., Monday – Friday or on the Village of Lawton website at www.LawtonMI.com.

The Village of Lawton reserves the right to reject any or all proposals, to waive any irregularities and select the proposal most advantageous to the Village of Lawton.

Lisa Imus
Village Manager

Dated: February 15, 2023

AGREEMENT

This Agreement is entered into between the VILLAGE OF LAWTON, hereinafter referred to as the Employer, and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, hereinafter referred to as the Union.

ARTICLE 1 - PURPOSE

The general purpose and intent of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union and the community. Recognizing that the interest of the community and the job security of the employees depend upon the continuance of the rendering of proper police services in an efficient manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 2 - RECOGNITION

Section 1- Unit Composition

Pursuant to and in accordance with the applicable provisions of Act 379, P.A. 1965, as amended, the Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time Police Officers, excluding the Chief of Police, supervisors, temporary officers, part-time officers, and all other employees employed by the Village of Lawton.

Section 2 - Aid to Other Organizations

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement or contract with the said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employee in the Unit covered by this Agreement.

Section 3 - Stewards

The local union membership shall elect one (1) Steward and one (1) Alternate Steward. The authority of the Steward, or in his or her absence, the Alternate Steward, shall be limited to the administration of the provisions of this Agreement, and to the transmission of messages and information concerning the Union to members of the bargaining unit. The Steward, or in his or her absence, the Alternate Steward, shall suffer no loss of pay for time spent during regularly scheduled working hours meeting with the Employer at reasonable times as provided for in this Agreement.

Section 4 - Negotiating Committee

The local union membership shall elect a committee which may include the

business agent of the local union for the purpose of conducting collective bargaining. Up to two members of this committee shall suffer no loss of pay for time spent during regularly scheduled working hours meeting with the Employer in collective bargaining.

Section 5 – Notification

The Union shall keep the Village informed of the identities of the Steward, the Alternate Steward, and committee members.

ARTICLE 3 - MANAGEMENT RIGHTS

The Village of Lawton shall retain any and all rights, powers of authority and responsibilities conferred on it by the laws and constitutions of the State of Michigan and of the United States, including all rights and powers which are ordinarily vested in and exercised by employers. Included among the foregoing rights and responsibilities of management, but not limited to the following, are:

- A. to manage its affairs efficiently and economically including the determination of the quantity and quality of services to be rendered, and the determination of materials, methods, tools and equipment to be used, and the establishment or discontinuance of any service, materials or methods of operation.
- B. to institute technological changes in the way the work is to be performed;
- C. to contract for or purchase any or all work or service, provided that no member of the bargaining unit is laid off as a direct result of such contract or purchase with the understanding that, for purposes of this provision, an employee shall not be considered laid off if he is offered a job with a base rate of pay equal to or exceeding ninety percent (90%) of his or her current base rate of pay; and provided further that such an employee would have the option of layoff rather than accepting such offer;
- D. to determine the number, location and type of facilities including buildings and equipment;
- E. to determine the size of the work force, the number of full-time and part-time employees to be employed in each job classification and to increase or decrease the number of employees;
- F. to determine what work is to be performed including the amount of overtime work, if any, that is to be performed;
- G. to hire, assign, transfer, layoff and promote employees;
- H. to determine work schedules including lunch and rest periods, starting and quitting times and the number of hours in the work week and the work day of each employee, subject to the provisions of the Agreement;

- I. to utilize employees not in the bargaining unit to perform any work, provided that the normal straight-time hours of work of members of the bargaining unit are not reduced as a result of such work being performed;
- J. to establish, change, combine or discontinue job classifications with the understanding that the Village shall give the Union a one-month notice of such actions to provide the Union the opportunity to discuss the matter with the Village;
- K. to discipline, including discharging employees for just cause;
- L. to adopt, revise and enforce work rules to determine qualifications and competency required of all positions, subject to the other provisions of this Agreement

Both parties recognize that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations and the employees are vested solely and exclusively with the Employer.

ARTICLE 4 - UNION RIGHTS

The Union, as the sole and exclusive bargaining representative of the employees, shall have rights granted by applicable Michigan statutes now or hereinafter enacted, and the provisions within this Agreement.

ARTICLE 5 - UNION SECURITY

Section 1 – Recognition

The Employer recognizes the Union as the exclusive representative in collective bargaining with the Employer for classifications of employees covered by this Agreement

Section 2 - Agency Fee

All employees covered by this Agreement shall, within thirty (30) days of their first day of employment, or within thirty (30) days of the execution of this Agreement, either join the Union or pay an agency service fee equivalent to the dues uniformly required of Union members.

Section 3 - Payroll Deduction of Dues and Fees

During the period of time covered by this Agreement, the Employer agrees to deduct from the last pay of each month of the employees covered under this Agreement all dues, agency shop service fees, and initiation fees of Local Union 214 provided that the Union presents to the Employer authorizations signed by the employees allowing such deductions and payments to the Union. This may be done through the Steward of the Union. The amounts of all dues and fees to be deducted shall be certified to the Employer by the Secretary/Treasurer of

Local 214. All money so deducted shall be sent to the Secretary/Treasurer of Local 214 with a list showing the names of the employees and the amount deducted from each employee's pay. The employer and the Union shall provide thirty (30) days' notice to a bargaining unit member of his failure to pay dues or a service fee. During this thirty (30) day period a meeting will be scheduled, with the steward present, the sole purpose of which is to determine if dues have been paid before the unit member is terminated.

Section 4 – Indemnification

The Union agrees to indemnify and save the Village harmless against any and all claims, suits and other forms of liability or costs that may arise out of or due to the provisions of this Article.

ARTICLE 6 - STRIKES AND LOCKOUTS

Section 1 - No Strike or Lockout

The Union agrees that during the life of this Agreement, neither the Union, its agents or its members will authorize, institute, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period, there will be no lockouts.

Section 2 - Penalty for Strike

Individual employees or groups of employees, who instigate, aid or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operations of the Employer may be disciplined or discharged in the sole discretion of the Employer. The question of fact of whether the employee engaged in such proscribed activity will be a proper subject for the procedures prescribed in Section 6 of the PERA (CL 423.206).

ARTICLE 7 - SEPARABILITY AND SAVINGS

Section 1- Entire Agreement

No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties and ratified by the Union and the Village Council. It is understood and agreed that this Collective Bargaining Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels any other agreement, understandings and arrangements heretofore existing between the parties.

Section 2 – Separability

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such

tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 8 - DISCHARGE AND DISCIPLINE

Section 1 - Just Cause

The Employer agrees that it shall not discharge or discipline any non-probationary employee except for just cause. In the event an employee under the jurisdiction of the Union is suspended from work for disciplinary reasons or is discharged from his/her employment and believes he/she has been unjustly suspended or discharged, he/she will be required to leave the Police facility and Village property immediately upon direction of the Employer. Such discipline, suspension or discharge of a non-probationary employee may constitute a case arising under the Grievance Procedure, providing a written grievance with respect thereto is presented to the Chief of Police pursuant to the Grievance Procedure within seven (7) working days after such discipline, discharge or the start of such suspension.

Section 2 -- Written Reprimands

Written reprimands shall be removed from an employee's personnel file after two (2) years if there have been no further acts of discipline regarding similar offenses during the two (2) year period.

ARTICLE 9 - DEPARTMENT INVESTIGATIONS

In the event a complaint is filed or registered against an employee covered by this Agreement, or in the event an employee is investigated for an alleged violation of policy or procedure, the following investigatory procedure shall apply:

- A. The employee shall cooperate fully with the Department's investigation and the Department shall respect all the employee's legal rights.
- B. If an employee is placed under arrest or is a suspect or target of a criminal investigation, he or she shall have the right, if he or she so requests, to a reasonable opportunity to consult with legal counsel or the Union Steward, or both.
- C. No record of a Department investigation conducted as a result of a complaint from a citizen or another officer, or for an alleged violation of Department policies or procedures, will be placed in the employee's personnel file, if the complaint was determined to be untrue.
- D. When requested by an employee in writing, the Chief of Police will allow the employee or his Union representative, to view his or her personnel file. If any record of a Department investigation or disciplinary notice is placed in a unit

member's personnel file, the unit member shall have the right to place into the file a written explanation or response.

ARTICLE 10 - SPECIAL CONFERENCES

Either the Union or the Village may call a special conference regarding important matters. Such meeting shall be between two (2) representatives of the Union and two representatives of the Village and shall be held, if possible, during regular working hours. The requesting party shall make such request at least twenty-four (24) hours in advance and shall specify the subject matter to be discussed. Members of the Union shall not lose time or pay for time spent in such special conferences and no additional compensation will be paid if the meeting extends beyond regular work hours.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1 - Grievance Definition

A grievance shall be defined as an alleged violation of the terms and provisions of this Agreement. Grievances shall be processed in accordance with the following steps, by a unit member and the Union.

Section 2 - First Step

An employee who believes that he or she has a grievance shall discuss the matter with the Chief of Police or the Chief's designee and submit a grievance in writing to the Chief of Police or his designated representative within ten (10) working days of the occurrence of the event upon which the grievance is based or when the employee should have become aware of the facts on which the grievance is based, except that the written grievance over the issuance of disciplinary action, including suspensions and discharges, must be submitted within seven (7) working days of the discipline, discharge or the start of such suspension. All grievances shall state the facts upon which they are based, when they occurred, if known, the contract provision allegedly violated the specific remedy requested, and shall be signed by the employee who is filing the grievance. The Chief of Police shall meet with the grievant and Union representative within seven (7) working days after receipt of the grievance. The Chief of Police or his designated representative shall give a written answer to the aggrieved employee and his Union representative within seven (7) working days after the date of this meeting. If the answer is satisfactory, the grievance shall so indicate on the grievance form.

Section 3 - Second Step

If the grievance has not been resolved at the First Step, a Steward may submit the grievance in writing to the Village Manager within five (5) working days of the date of the Chief's Step 1 answer. The Village Manager, the grievant and a Union representative will meet to discuss the grievance within ten (10) working days of the meeting. The Village Manager will give a written answer to the grievant and Union representative within ten (10) working days of the meeting. If the answer is satisfactory, the grievant shall so indicate on the grievance form.

Section 4. Mediation

In the event that the grievance is not resolved at Step 2, the Union may, appeal the grievance to the Michigan Employment Relations Commission (MERC) by notifying the Employer within 10 days on receipt of the written response outlined in Step 2.

Section 5. Arbitration

If the matter is not settled by Mediation, the Union reserves the right to notify the Village Manager that the Grievance is being submitted to arbitration through the Federal Mediation and Conciliation Service (FMCS) in accordance with the standard rules and procedures, provided such submission is made within forty-five (45) calendar days after the Mediation conference is held. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and it will not be considered further in the Grievance Procedure.

Section 6 - Arbitrator's Authority

The Arbitrator shall have no authority to add to, subtract from, change or modify any provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the parties herein. The expenses and fees of the arbitrator and the applicable fees of the Federal Mediation and Conciliation Service shall be shared equally by the Union and the Employer. The expenses and wages of witnesses and representatives called by the Union shall be borne by the Union and the expenses and wages of witnesses and representatives called by the Employer shall be borne by the Employer.

Section 7 - Time Limits

The time limits at any step of the Grievance Procedure may be extended only by mutual written agreement of the Union and the Employer. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the Grievance Procedure within the specified time limits, the grievance may be referred by the Union to the next step in the Grievance Procedure.

Section 8 - "Working Days"

Wherever the term "working days" is used in this Agreement, it shall be defined as those days scheduled for work between Monday and Friday, both inclusive, excluding Saturday, Sunday and all holidays recognized under this Article.

Section 9 - Chiefs Designee

The designee of the Chief of Police, for purpose of this Grievance Procedure, shall not be a member of this bargaining unit.

Section 10 - Exclusivity

This Grievance Procedure shall be the exclusive grievance procedure for the Union and members of this bargaining unit except as otherwise provided by law.

ARTICLE 12 - SENIORITY

Section 1 – Definition

Seniority is the length of the bargaining unit member's continuous full-time service with the Village from his or her last date of hire. Where an employee is laid off and is recalled within two (2) years of the layoff, the time worked as a part-time Police Officer for the Employer during the layoff will be counted toward that employee's seniority upon recall on a pro-rated basis.

Section 2 - Probation

All new employees shall be probationary employees for a period of six (6) months following the date of hire. Upon successful completion of the probationary period, seniority shall date from the date of hire.

It is understood and agreed the probationary period may be extended by the Chief of Police for an additional six (6) months and shall inform the Union in writing of any extensions made. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Employer since which time he/she has not quit, retired or been discharged. The purpose of the probationary period is to provide an opportunity for the Employer to determine, to its own satisfaction, whether the employee has the ability and other attributes, which will qualify him/her for regular employee status. During this probationary period, an employee may be laid off, disciplined, or dismissed from employment without regard to his/her length of service and without recourse to the Grievance Procedure. Upon completion of the employee's probationary period, the employee shall attain regular status and placement on the seniority list.

Section 3 – Seniority

The Village shall provide the Union with an up-to-date seniority list in seniority order which shows each employee's name, seniority date and classification. Employees who have the same date of hire shall be placed on the list in order of the higher last four (4) digits of their social security numbers.

Section 4 - Loss of Seniority

An employee shall lose seniority and cease to be an employee of the Village if he or she:

- A. Quits
- B. is discharged and is not reinstated through the Grievance Procedure
- C. retires
- D. fails to return to work on the scheduled date from a leave of absence or when recalled from layoff if such return is possible
- E. is absent from work for three (3) or more consecutive working days without properly notifying the Village, if at all possible

ARTICLE 13 – PROMOTIONS

In the event the Village creates a new classification in the Police Department above the rank of Police Officer, members of the bargaining unit who are paid at the maximum base pay step may apply. Such vacancy shall be posted for at least two (2) weeks, and shall be filled based on seniority, qualifications and work record. The Village may require a written or an oral examination or both. If two or more candidates are equally qualified, preference shall be given to the most senior current employee over less senior employees or outside candidates.

ARTICLE 14 - LAYOFF AND RECALL

Section 1 – Layoff

In the event of a layoff, members of the bargaining unit shall be laid off in the inverse order of their seniority, with the least senior member being laid off first, unless such officer is the only officer with a particular skill or qualification needed by the Department and provided also that the remaining officers can perform the required work.

Section 2 – Recall

When the Village recalls employees from layoff, it shall do so in reverse order of the layoff. Notice shall be by telephone to the number provided to the Employer by the employee and shall be confirmed by certified mail to the address last provided to the Employer by the employee.

Section 3 - Notice and Deadlines

Employees shall be given fourteen (14) calendar days' notice of a layoff and fourteen (14) calendar days of recall. Employees laid off shall remain on the recall list for two (2) years or for the length of time equal to their seniority at the time of the layoff, whichever is less.

ARTICLE 15 - VETERANS' RIGHTS

Employees who serve in the Armed Forces of the United States shall be afforded all the rights and benefits mandated by the laws of the United States.

ARTICLE 16 - WORKERS' COMPENSATION

Employees are covered by the provisions of the Workers' Disability Compensation laws of the State of Michigan.

ARTICLE 17 - SAFETY AND HEALTH

Section 1 - Working Conditions

The Village shall provide reasonably safe working conditions and equipment. Any grievance alleging unsafe conditions shall be entered at the second step of the Grievance Procedure.

Section 2 – Examinations

The Village retains the right to require an employee to take a physical or mental examination at a doctor selected and paid by the Village to determine the employee's fitness for duty. The employee may obtain a second opinion, paid by the employee. If the doctors' opinions conflict, a third opinion may be obtained from a doctor who is mutually acceptable, with the cost shared equally by the Village and the officer. The opinion of the third doctor shall be controlling.

Section 3 - Examinations After 3 Days

Whenever the employee has been off duty due to injury or illness for three (3) or more days, the Village may require the employee to take a physical examination at a doctor selected and paid by the Village to determine the employee's fitness for duty.

Section 4 - On the Job Injury

If an employee is injured on the job and must leave the job due to the injury and is not authorized by the medical authority to return to work to complete the shift, he or she shall continue to be paid for the balance of the shift with no charge to accumulated sick leave.

ARTICLE 18 - UNIFORMS AND EQUIPMENT

Section 1. Uniforms -- Initial Provision

The Village shall provide each new police officer with the following uniform items:

- 3 summer shirts
- 3 winter shirts
- ~~3 dress trousers~~
- 3 fatigue trousers
- 1 winter coat
- 1 spring jacket
- 1 hat with rain cover

Section 2 - Replacement of Uniform Items

The Village will replace the above uniform items when necessary as determined by the Police Chief.

Section 3 - Dry Cleaning

The Village will arrange for a uniform dry-cleaning service to clean uniforms as necessary with the employee paying five (5) dollars per pay period and the Village paying the rest.

Section 4 - Leather Items

The Village will provide, and replace as necessary, leather items including duty belt, holster, magazine holders, cuff case, flashlight holders and baton holders.

Section 5- Equipment

The Village will provide all necessary equipment as determined by the Police Chief including service weapon, flashlights, handcuffs and magazines.

Section 6 - Service Weapons

Employees shall carry the service weapon provided but may carry, instead, a personal weapon that has been approved for service use by the Police Chief. The Village shall not be responsible for employees' personal weapons.

Section 7 - Body Armor

The Village shall provide, and require the use of, personal body armor which shall be replaced when necessary as determined by manufacturer's directive, or upon inspection and manufacturer's recommendation.

Section 8 - Return of Uniforms and Equipment

Upon leaving the service of the Village, all uniform and equipment items that have been provided by the Village shall be returned by the employee to the Village.

Section 9 – Reimbursement

The Village will reimburse employees for the cost of footwear and/or gloves to be worn at work, up to a maximum of one hundred fifty dollars (\$150.00) per year. The Village shall also reimburse employees the reasonable value of personally owned items that have been damaged, destroyed, or lost in the line of duty. This shall include by way of example eyeglasses, inexpensive wristwatches, and hearing aids that have been approved by the Chief of Police as appropriate for on-duty use.

ARTICLE 19 - MISCELLANEOUS

Section 1 – Policies

The provisions of the Employee Handbook of the Village, as they may be amended from time to time, shall apply except as they may conflict with the explicit terms of this Agreement.

Section 2 - Operations Manual

The provisions of the Operational Manual of the Lawton Police Department shall apply except as they may conflict with the explicit terms of this Agreement.

Section 3 - Outside Employment

Employees may engage in employment outside the Lawton Police Department only to the extent that they have received specific written permission from the Chief of Police. Such permission shall not be unreasonably denied.

Section 4 - Bulletin Board

The Village shall provide the Union with space for a suitable bulletin board, not in general public view, for the posting of Union notices and information.

Section 5 - Copies of Agreement

The Village shall furnish each member of the bargaining unit with a copy of this Agreement.

Section 6 - Liability Protection

All employees of the Village are covered by the Village's liability protection program.

Section 7 – Mileage

Whenever possible employees shall be allowed to use village-owned vehicles when traveling to training location or otherwise engaged in Police Department business. When using personal vehicles on Village business, members shall be reimbursed at a rate established by the Internal Revenue Service (IRS).

ARTICLE 20 - SICK LEAVE

Section 1 - Sick Leave Credit

Regular, full-time employees shall be credited with eight (8) hours of sick leave for each full month of service. Employees earned sick time balance will be provided on the employee's regular pay stub.

Section 2 -Accumulation of Sick Leave

Employees hired on or before January 1, 2002, may accumulate a maximum of four hundred eighty (480) hours of sick leave. Employees hired after January 1, 2002 may accumulate a maximum of four hundred twenty (420) hours of sick leave.

Section 3 -Sick Leave Usage

Sick leave may be used by the employee when the employee is unable to work due to his or her illness or injury or when, at the discretion of the Chief, the employee needs time to arrange for the medical care of a member of his or her immediate family or other dependents living in the employee's household, or when the employee's spouse, son or daughter has a serious medical condition that qualifies the employee for a leave in accordance with the Federal Family and Medical Leave Act.

- A. Sick leave shall be used in ~~four (4)~~ **one (1)** hour increments, except when an employee must leave work due to his or her illness in which case the remainder of the shift shall be charged to sick leave.

Section 4 - Sick Leave Pay

In order to be paid for sick leave, an employee must notify the Chief of Police or his designee as soon as the employee knows he or she will be unable to work and, in any event, at least one hour prior to the start of the employee's shift, unless circumstances make such notification unreasonable.

Section 5- Routine Appointments

Sick leave may be used to attend doctor or dental appointments.

Section 6 - Medical Verification

The Chief of Police may require an employee to furnish a written statement from an employee's physician if the employee has been sick for at least three (3) consecutive days or appears to be abusing his/her sick leave privileges or following a serious injury or illness in which an employee uses sick time in combination with disability or workers compensation benefits to ensure that the employee is fit and capable of returning to work. Such physician's statements will not be unreasonably required.

Section 7 - Supplement to Workers Compensation Benefits

When an employee is injured on duty and is receiving Workers Compensation Insurance benefits, the employee may use sick leave to supplement such benefits up to one hundred percent (100%) of his or her base wages for a period of up to six (6) months for each illness or injury or recurrence thereof. During such supplementation period, the employee shall not earn any further sick leave, vacation or other time off benefits but the Village shall continue to provide the insurance coverage provided by this Agreement. After such supplementation period, all benefits shall cease.

Section 8 - Supplement to Short-Term and Long-Term Disability Benefits

An employee's accumulated sick leave may be used to supplement short-term or long-term disability benefits, to one hundred percent (100%) of the employee's base pay, for a maximum period of six (6) months. The Village shall continue to provide the insurance coverage provided by this Agreement during the period an employee is receiving short-term disability insurance, but not while receiving long-term disability insurance benefits.

Section 9 - Payout at Retirement or Separation

Employees hired on or before January 1, 2002 shall be paid for accumulated sick leave up to a maximum of 480 hours at fifty percent (50%) of their value upon retirement, which is defined as having a minimum of 20 years of service and in good standing.

*This section shall be removed from the Bargaining Agreement at such time that all current employees hired prior to 2002 have retired.

Section 10. Annual Payout of Accumulated Sick Leave

Eligible employees (those hired after January 1, 2002) will be paid twenty-five percent (25%) of their remaining sick leave at the end of each fiscal year, unless he or she opts to bank those days to a maximum of four hundred twenty (420) hours which may be used to coordinate with short term or long-term disability insurance coverage (see Section 8).

The maximum amount of sick leave to be paid annually shall be ninety-six (96) hours at 25% of their current value. The Employer shall coordinate with each employee at the end of each calendar year to determine if the employee wishes to accumulate unused annual sick leave, or to be paid for any unused sick leave. (For example, if a new employee has 90 hours at the end of the calendar year, he or she may choose to bank 50 hours and be paid out for 40 hours at 25% of

his or her current pay rate. The 50 hours would go into his or her sick bank, and not be eligible for future pay out, only for use as sick leave). Sick Leave payout shall be paid separate from regular payroll and payout shall occur no later than the second payroll of the new calendar year. There shall be no payout of any accumulated sick leave upon retirement or separation.

ARTICLE 21 - BEREAVEMENT LEAVE

An employee shall be allowed to be off from work a maximum of three (3) consecutive days with pay in the event that a member of the employee’s immediate family dies, beginning from the day of death and terminating with the day of the funeral, as funeral leave, for a death in the immediate family. (See employee hand book for more details).

ARTICLE 22 - VACATION

Section 1 - Vacation Accrual

Full-time employees shall be credited with vacation time upon their anniversary date of hire in accordance with the following schedule, Full time employees who have completed six (6) or more months of continuous employment with the Village since their last hiring date, and who are permanent full-time employees, shall be entitled to paid vacation in accordance with the following policy. Accrued vacation time shall be displayed on employee’s regular pay stub.

Length of Service Completed	Annual Vacation Time
at least 6 months or upon completion of probation	40 hours
1 year	40 hours
2 years	80 hours
5 years	120 hours
12 years	160 hours
17 years	200 hours

Section 2 - Use of Vacation Time

Vacation shall be utilized at times that are mutually agreeable to the employee and the Chief of Police. The Chief shall determine the number of employees, if any, that may be on vacation at any given time. Employees should submit vacation requests at least thirty (30) days in advance of the commencement of the vacation requested. Vacation requests will be considered in the order received. No more than eighty-four (84) hours of vacation time may be taken at one time without a written request and approval of the Village Manager.

A. Vacation time may not be taken in less than ~~two (2)~~ **one (1)** hour increments.

Section 3 - Use, Forfeiture and Carry-Over of Vacation Time

Vacation time must be used within one (1) year of it being credited to the employee or it will be forfeited except that an employee may carry over up to forty (40) hours of unused vacation from one year to the next.

Section 4 - Payment Upon on Separation

When an employee dies or separates from service, the employee or his or her beneficiary shall be paid for all unused vacation that was previously credited to him/her.

Section 5 - Work on Vacation Day

The Village will make reasonable efforts to utilize other bargaining unit personnel before canceling a vacation. The Employer will make reasonable efforts to provide employees the maximum advance notice of a cancellation of properly scheduled vacation time in order to have that employee report to work. If the Employer fails to do this, and the employee is called in to work while on vacation, the scheduled vacation day worked will not be charged to vacation and the time worked on the scheduled vacation day will be paid at the rate of time and a half.

ARTICLE 23 - OTHER LEAVES

The following leaves shall be in accordance with the provisions of the Village of Lawton Employee Handbook: Leaves per the Family and Medical Leave Act, Military Leaves, Jury Duty, Unpaid Personal Leaves, and Emergency Leaves except that, in the case of military leaves, the Village shall continue to provide the health insurance for the employee and his/her family for thirty (30) days.

ARTICLE 23 - OTHER LEAVES

Section 1 – Holidays

The following ten (10) days are designated as holidays for full-time employees.

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day - December 25
Labor Day	New Year's Eve - December 31

Section 2 - Working on a Holiday

When a full-time employee is scheduled to work on a holiday and actually works on the holiday, he or she shall be paid eight (8) hours of straight time pay for the holiday, plus time and one-half (1½) the straight time rate of pay for each hour actually worked.

Section 3 - Holiday Scheduled but Not Worked

When a full-time employee is scheduled to work on a holiday but is excused from work by the Chief of Police because of sickness or injury or to utilize vacation or compensatory time leave, the employee shall be paid eight (8) hours of straight time pay for the holiday as such plus the straight time pay for the sick leave, vacation or compensatory time which shall be charged against the appropriate time bank.

Section 4 - Holiday Not Scheduled for Work

When a full-time employee is not scheduled to work on a holiday and does not work, he or she shall be paid eight (8) hours of straight time pay for the holiday as such.

Section 5 - Call-in on Holiday

When a full-time employee is not scheduled to work on a holiday but is called in to work and does work on the holiday, he or she shall be paid eight (8) hours of straight time pay for the holiday as such, plus double time (2X) for each hour actually worked on the holiday.

Section 6 - Compensatory Time

The eight (8) hours of pay an employee receives for each holiday he or she works on the holiday, or the eight (8) hours of holiday pay an employee receives for each holiday not worked may be paid in compensatory time instead of cash by mutual agreement with the Chief of Police.

Section 7 - Personal Day

Beginning January 1 of each year, each full-time employee shall receive a personal day of eight (8) hours each year to be used at a time to be scheduled in accordance with the procedure for scheduling vacation days, as set forth in Article 22, Section 2.

ARTICLE 25 - WORK SCHEDULES. OVERTIME

Section 1 - Work Schedules

Work schedules shall be determined by the Chief of Police.

Section 2 - Shift Preference

Shift preference may be chosen quarterly by employees during the months of December (for Jan.-Mar.), March (for Apr.-Jun.), June (for Jul.- Sep.) and September (for Oct. – Dec.). Seniority shall be followed in shift preference selection.

Section 3 - Breaks

There shall be two (2) paid breaks of fifteen (15) minutes each and a one (1) hour paid lunch break during each scheduled work shift. It is understood that it may not always be possible to take such breaks and that the officer must remain available to respond to calls during such breaks.

Section 4 - Payroll Period

Payroll work periods shall be twenty-eight (28) days in length.

Section 5 - Trading of Time

Officers may trade shifts occasionally with another Officer to accommodate personal schedules as long as the shift trades are identical in hours and occur within the same pay period. Both Officers shall inform the Chief of Police in writing of the agreed upon shift change.

Section 6 – Overtime

All time worked before and after an employee scheduled starting and finishing time will be paid at premium rates. Employees shall be paid time and one-half (1 1/2) for all hours worked in excess of twelve (12) in a scheduled workday, or eight (8) hours when scheduled for an eight (8) hour shift. If overtime is refused by an employee, it shall be credited to him/her as though s/he worked and the subsequent officer in line for overtime will be called. Overtime will be equalized as much as possible.

If an officer is scheduled for a 12-hour shift on the day of a regular 8-hour shift, it is agreed that the 12 hours will be worked at straight pay, rather than overtime, to allow for 2 officers to be on duty that day.

A pay period will be considered 84 hours of straight time. Overtime will not be paid until after the 84th hour worked.

Section 7 - Call-in

Whenever an employee is called in to work, he or she shall be guaranteed at least two (2) hours of pay. Employees will receive two (2) times their regular hourly rate of pay when called in with less than 24 hours' notice.

Section 8 - Compensatory Time

When an employee works overtime, s/he may request to be compensated with compensatory time instead of overtime pay. An employee wishing to accumulate compensatory time may earn up to forty-eight (48) maximum hours per fiscal year.

Compensatory time must be used within the **anniversary** year it was accumulated and shall be treated as personal time for scheduling purposes. If an employee has earned compensatory time and for some unforeseen reason still has remaining time in his/her bank at the end of the year, it is understood that the accumulated compensatory time shall be paid to the employee at its full value, as required by the federal wage act.

Section 9 - Rest Between Work Periods

The Village shall make every reasonable effort to ensure that employees have at least eight (8) consecutive hours of rest between work periods.

ARTICLE 26 - RETIREMENT PLAN

Section 1 - 401(K) Plan

Full-time employees, age 18 or older, who work 1,000 hours or more in a 12-consecutive month period, are eligible to participate in the Village of Lawton 401 (K) Plan.

Section 2 - Employee Contributions

Eligible employees may elect to defer up to the maximum amount of their total compensation that is permitted by the applicable laws. All funds from such employee contributions are owned 100% by the employee.

Section 3 - Employer Match

The Village of Lawton will match the employee's contribution up to a maximum of 5% of the employee's compensation which shall be subject to the following vesting schedule:

Years of Service	Percentage Vested
0 but less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

The Village of Lawton will match the employee's contribution up to a maximum of 8% of the employee's compensation once an employee reaches 25 years of service.

Section 4 - Other Provisions

Other provisions of the Village of Lawton 401 (K) Plan shall be in accordance with the Plan adopted by the Village Council in 1986, as amended.

ARTICLE 27 - INSURANCE

Section 1 - Health Insurance Programs

After thirty (30) days of employment, full-time employees, their spouses and their eligible dependent children under twenty-six years of age are eligible for health insurance coverage. ~~under Priority Health — Priority HSA HMO 1400 — Tiered Network or a substantially similar plan.~~ The Employer reserves the right at any time to change insurance carriers, provided such change does not reduce the level of benefits. Changes to the policy may be made after mutual discussions on the policy are held between the City and Union representatives and changes are agreed upon. Employees shall be required to contribute twenty percent (20%) of the monthly premium while receiving healthcare benefits.

An employee on two person or family coverage may elect to opt out of this coverage, providing he or she produces proof of other health insurance coverage to the Village.

Employees making this election will receive a monthly gross amount of ~~three hundred thirty-three and 33/100 dollars (\$333.33)~~ beginning in the month the X0-5 plan is implemented; ~~two hundred sixty-six and 67/100 dollars (\$266.67)~~ beginning in March 2015; and ~~two hundred eight and 33/100 dollars (\$208.33)~~ beginning in March 2016.

A Health Savings Account (HSA) will be made available to employees that includes an employer contribution toward the deductible. ~~The Employer shall contribute the following amounts annually to each employee:~~

One Person Coverage	\$1,400
Two Person Coverage	\$2,100
Family Coverage	\$2,800

For new employees, the amount of the contribution for the first year will be prorated.

Section 2. Disability Insurance

The Village shall continue to provide full-time employees, after thirty (30) days of employment, with short-term and long-term disability insurance which provides income protection up to 60% of base straight time wages.

Section 3. Life Insurance

The Village shall continue to provide full-time employees, after thirty (30) days of employment, with term life insurance with double indemnity for accidental death or dismemberment in the face amount of \$50,000.00

Section 4.

~~The Village shall establish an IRS Section 125 plan.~~

ARTICLE 28 - WAGE RATES

Section 1 - Wage Rates

Hourly wage rates for Police Officers shall be:

Effective March 1, 2020: 3% increase

Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs
17.67	20.07	20.29	20.93	21.41

Effective March 1, 2021: 3% increase

Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs
18.21	20.68	20.90	21.56	22.06

Effective March 1, 2022: 3% increase

Start	After 1 Yr	After 2 Yrs	After 3 Yrs	After 4 Yrs
18.75	21.30	21.53	22.20	22.27

In lieu of a signing bonus, Employer will issue a one-time Essential Front Line Employee stipend of \$1,000 as part of grant through the federal and state governments due to the COVID-19 pandemic.

<i>Effective Date:</i>	March 1, 2023	March 1, 2024	March 1, 2025
Start	\$20.25	\$21.87	\$23.18
After 1 Year	\$23.00	\$24.84	\$26.33
After 2 Year	\$23.25	\$25.11	\$26.62
After 3 Year	\$23.98	\$25.89	\$27.45
After 4 Year	\$24.54	\$26.50	\$28.09

Section 2 - Hiring Rate of Pay

The Village may, at its discretion, hire Police Officers at pay steps above the minimum based on qualifications and experience.

ARTICLE 29 -- DURATION, TERMINATION, MODIFICATION

Section 1 – Duration

This Agreement shall be effective upon ratification and shall continue in full force and effect until 11:59 p.m. February 28, ~~2023-2026~~.

Section 2 – Modification

If either party desires to modify, alter, renegotiate, amend, or change this Agreement, each party shall give the other a notice to that effect at least sixty (60) days prior to the termination date, otherwise the Agreement shall be in effect until 11:59 p.m. February 28, ~~2023 2026~~.

Tentative TA February 6, 2023

Lisa Imus, Village Manager

Jeff Mack, Police Chief

Scott Hitchcock, Union Steward

Marty Bingaman, Business Agent

**VILLAGE OF LAWTON
COUNTY OF VAN BUREN
STATE OF MICHIGAN**

RESOLUTION NO. 02-23

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE VILLAGE OF LAWTON AND THE VILLAGE EMPLOYEES REPRESENTED BY
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214**

At a regular meeting of the Village Council for the Village of Lawton, Michigan, held at Lawton Village Hall in Lawton, Michigan, on the 14th day of February 2023, at 7:00 p.m.

The following Resolution was offered by Councilperson _____ and supported by Councilperson _____.

WHEREAS, the Village of Lawton is authorized to enter into collective bargaining agreement pursuant to the Michigan Public Employment Relations Act (PERA), Act 336 of 1947 esq.; and

WHEREAS, the Village and Employees represented by the Teamsters Workers, Local 214 have met and conferred regarding salary and benefits and have come to an agreement on a new fair and equitable package of compensation; and

WHEREAS, the members of the Employees represented by the Teamsters State, County and Municipal Workers, Local 214 have voted in favor of entering into the new Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Lawton Village Council, as follows:

1. That the Agreement with the Employees represented by the Teamsters State, County and Municipal Workers, Local 214, has been ratified, with an effective date beginning at 11:59 p.m. of Council ratification through February 28, 2026.
2. That the Village Manager is hereby authorized and directed to implement the provisions of the Agreement.
3. That the President is hereby authorized and directed to execute the Agreement on behalf of the Village Council.

PASSED, APPROVED, AND ADOPTED on this 14th day of February, by the Village Council of the Village of Lawton, State of Michigan

YEAS: Council Members:

NAYS: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

ADOPTED this 14th day of February 2023.

VILLAGE OF THE VILLAGE OF LAWTON

BY: _____

Josh Appleby, President

BY: _____

Brittany Rathbun, Village Clerk

CERTIFICATION

I, Joni Bell, duly appointed Clerk of the Village of Lawton, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Lawton Village Council at a regular meeting held on December 8th, 2020 in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended, the minutes of the meeting were kept and will be or have been made available as required by said Act.

VILLAGE OF LAWTON

BY: _____

Joni Bell, Village Clerk

LAWTON DEPARTMENT OF PUBLIC WORKS

ACTIVITIES REPORT FOR JANUARY 2023

- We had 1 interment at Oak Grove cemetery for the month of January.
- With the light snow we have been picking up the leaves at the Cemetery.
- The new mower for the cemetery arrived early was not supposed to be here till April.
- We Pumped 12,690,000 gallons for January with a daily average of 409,354 we pumped 11,101,000 in January 2022.
- WWTP a total of 1.89 million gallons of treated wastewater was discharged daily effluent flows averaged 61,000 gallons per day which is 24 % capacity of the plant. 2500 gallons of sludge was pumped to the storage tank.

Motor pool – 62.5 hrs.

Streets (not Act 51) – 52 hrs.

Buildings & Grounds – 10.5 hrs.

Water Maint. – 49.5 (3 OT)

Cemetery – 178.5 hrs.

Sewer Maint. – 152.5 (24 OT)

Parks – 25 hrs. (2 OT)

Vacation – 24 hrs.

Civic Betterment – 29.5 hrs.

Sick time - 30

Major Winter Maint. – 16 hrs. (5 OT)

Holiday – 40 hrs.

Local Winter Maint. – 31.5 hrs. (0 OT)

Todd Hackenberg – Director of Public Works

LAWTON POLICE DEPARTMENT – COUNCIL REPORT

JANUARY 2023

Calls for Service/Complaints-----92

Ordinance complaints-----2

 Blight (1) Zoning (0) Misc. (1)

Traffic stops-----26

 Citations issued (6) Verbal warnings (19)

Arrests-----2

Accidents-----1

Parking citations-----0

HOURS WORKED: Scheduled (Full-time) 677

 Scheduled (Part-time) 6

 Overtime hours 23

 Vacation hours 40

 Sick leave hours 0

COMMUNITY POLICING:

Officers made (32) field contacts and (23) business contacts.

NOTABLE INCIDENTS:

Officer Edwards investigated the report of a felonious assault; kidnapping, and domestic assault. Based on the initial report, a search

warrant was completed for the residence. Officer Hitchcock and Chief Mack executed the search warrant, with the assistance of deputies from the Sheriff's Department. Evidence was seized and additional charges were filed against the resident.

Officer Hitchcock investigated the theft of a key, taken from a plow truck at Wonder. The suspect entered the truck and it is believed they intended to steal the truck, but could not get the plow to raise. The suspect took the ignition key before leaving. The unidentified suspect arrived, and left the area in a light blue Toyota Rav4, which came back stolen out of Tennessee.

ADDITIONAL:

For the month of January, Lawton officers spent many hours of directed traffic patrol, specifically targeting speed violations. The number of hours spent in the following locations is as follows:

11.75 hours – Main St.

11.50 hours – All other areas within the Village

Total hours – 23.25

LPD had 30 (Assist other agency calls): 13 medical/ambulance call in the Village, 2 assist calls in Decatur Twp., 4 in Antwerp Twp., 1 in Porter Twp., 2 to Paw Paw PD, 1 to Decatur PD, 1 to Mattawan PD, and 6 other department assists in the Village.

Respectfully,

Chief Jeffrey Mack

Circulation Report for DECEMBER 2022

We had 399 visitors and checked out a total of in 1,376 materials.

Adult Fiction	370
Audio Books	2
Children Easy Books	525
Junior Fiction	105
Junior Non-Fiction	13
Large Print	213
Non-fiction	21
Periodicals	23
Videos	47
Young Adult fiction	39
VOX Books	<u>2</u>
Total	1,376

Computer Usage	26 uses
Michigan Overdrive Total Checkouts	22,413
Michigan Overdrive Total Holds	9,216
Michigan Overdrive Total Users	5,194
New Items Processed	81
Our Mel Items Received	77
Our Mel Items Sent	84
Lawton Overdrive Downloads	305
Lawton Overdrive Holds	149

Lawton Website visited 2,190 last 30 days

Facebook visited 2,450 last 30 days

Knitters: 30

Story time: 29

Book club: 16

Mystery Club: 0

Craft Night: 5

Christmas Holiday Program: 210 attended.

Closed for Holidays: December 22, 23, 24, 25, 26, 29, 30, 31, January 1, 2

Respectfully Submitted, Lyn Tone, Director

Van Buren County File Class / Section Report

Number	Sub-Beat	Date	Offense	Location	Incident Code-Type	Officer
23-0098	LAWTON-1	01/31/2023	BLIGHT ORDINANCE 93.01 Blight Ordinance 93.01	1020 Main Street	- Junk Auto	Mack, J. Open
Total:	1					