

1848

STIPULATED AWARD
in the
ACT 312 PROCEEDING
between
EMMETT TOWNSHIP
and
FRATERNAL ORDER OF POLICE

On February 22, 1980 a pre-hearing conference was conducted by Dr. Benjamin Wolkinson in the Act 312 Proceeding involving Emmett Township and the Fraternal Order of Police. Attending were Mr. Michael Kluck, Attorney for the Employer, and Mr. David Sucher, Attorney for the Union. Because of the significant number of issues in dispute, Dr. Wolkinson, the Panel Chairperson, remanded all issues back to the parties for further negotiations.

The Panel has adopted the attached contract as a stipulated Act 312 Award which constitutes a resolution of all outstanding issues between the parties.

Chairperson	<u>Benjamin Wolkinson</u>	Date	<u>8-20-90</u>
Employer Delegate	<u>David E. Kluck</u>		<u>8-29-90</u>
Union Delegate	<u>David Sucher</u>		<u>9-10-90</u>

SEP 26 1990
Fraternal Order of Police
Emmett Township

AGREEMENT

BETWEEN

THE

CHARTER TOWNSHIP OF EMMETT

-and-

THE FRATERNAL ORDER OF POLICE
STATE LODGE OF MICHIGAN LABOR COUNCIL

Effective: April 1, 1989

Expires: March 31, 1992

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1990, by and between the Charter Township of Emmett, County of Calhoun, a Municipal Corporation, hereinafter referred to as the "Employer" and the Fraternal Order of Police, State Lodge of Michigan, Labor Council, Emmett Township Public Safety Department, hereinafter referred to as the "Union".

PURPOSE AND INTENT

Section 1. 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.

Section 2. The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the Township.

Section 3. The Employer and the Union will encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. Recognition

Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative, as defined in Act 379, of the Public Acts of the State of Michigan of 1965, as amended, for all of the employees employed

with the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time employees of the Public Safety Department occupying the classification of Public Safety Officer III.

ARTICLE 2. Aid to Other Unions

The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Union as the collective bargaining agent for the bargaining unit employees. The Employer shall not enter into any other agreements with employees in this bargaining unit individually or collectively, or with any organization which in any way conflicts with the provisions hereof.

ARTICLE 3. Agency Shop

Section 1. Agency Shop: Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union for the duration of this Agreement.

Section 2. Union Membership: Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have completed their probationary period shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union

commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union commencing ninety (90) working days following the beginning of their employment in the unit.

Section 3. Compliance: Employees shall be deemed to comply with the terms of this Agreement if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

Section 4. Representation Fee: The "representation fee" is that amount of money which is determined by the State Labor Council, F.O.P. from time to time, to be the equivalent to the proportionate amount necessary for the negotiation and administration of this Agreement and the cost for grievance processing which shall not include any initiation fees or special assessments for other than the above described purposes.

Section 5. Dues Checkoff: The Employer agrees to deduct from the employees dues or a representation fee, provided that an authorization form shall be executed by each employee. The written authorization shall remain in full force and effect until the termination of this Agreement.

Section 6. Deduction of Dues: The Employer shall be required to make dues and fees deductions only as long as it may

legally do so. The Union will fully protect and render the Employer harmless against any liabilities or claims arising from deduction of dues made in accordance with this Section.

Section 7. Leave: Dues and fees shall be deducted each pay period with appropriate adjustments being made for any employee who is on vacation or paid leave.

Section 8. Notice: The Union shall, thirty (30) days in advance of the start of the fiscal year, give written notification to the Employer of the amount of the dues and fees which are to be deducted. Deduction amounts for these dues shall not be subject to change during an entire fiscal year except for one (1) mid-year adjustment upon the Union providing thirty (30) days written notice of such change.

Section 9. Religious Objection: Any employee who has a good faith religious objection to the requirements of this Section due to a tenet of their religion shall not be subject to those requirements. Any such employee shall notify the Employer and the Union of his objection and the basis for such objection. The Union is entitled to grieve concerning the Employer's decision on the grounds that the Employer's decision was arbitrary, capricious or without supportive evidence.

ARTICLE 4. Save Harmless

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of

liability of whatsoever kind or nature that shall arise out of the action taken by the Employer for the purposes of complying with the provisions of this Agreement.

ARTICLE 5. Representation

Section 1. Steward. The Employer agrees to recognize one (1) steward and one (1) alternate steward elected by the Union. The duties of the steward shall be limited to the administration of the Agreement, including the investigation and presentation of grievances as established in the Grievance Procedure. The alternate steward shall take the place of the steward only in the absence of the steward.

The Employer agrees to compensate the steward or alternate for all reasonable time lost from his regular scheduled work at his regular rate of pay while meeting or conferring with the Employer representative.

The Union shall notify the Employer in writing of the names of the steward and alternate steward and any changes thereto.

Section 2. Collective Bargaining Committee: The Union, in contract negotiations, may be represented by one (1) employee on the bargaining team or the bargaining unit, one (1) alternate and at least one (1) non-bargaining unit representative.

The Union shall notify the Employer in writing of the names of the bargaining team members and the alternate prior to the commencing of negotiations.

Section 3. Representation: Only one (1) bargaining

team member will be paid for time spent in negotiations with the Employer and only in the event that the employee is scheduled to work during the bargaining meeting. Said time shall be only for straight time hours worked had the employee worked the regularly scheduled shift. If the employee is off duty at the time of negotiations, he shall receive no compensation from the Employer.

ARTICLE 6. Management Rights

Section 1. The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and the Constitution of the United States. Further, all rights which ordinarily vest in and are exercised by Employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer including, but without limiting, the generality of the foregoing:

- (a) To manage its affairs efficiently and economically, including a determination of quantity and quality of services to be rendered; the control of materials, tools and equipment to be used; the discontinuance of any services, materials or methods of operation.
- (b) To introduce new equipment, methods, machinery or processes; to change or eliminate existing equipment; and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.
- (c) To subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities and the bargaining unit when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the

Public Safety Department; however, all other subcontracting shall be the object of collective bargaining.

- (d) To determine the number, location and type of facilities and installations.
- (e) To determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement.
- (f) To hire, assign and layoff employees in accordance with the terms of this Agreement; however, all reductions in workweek or workday or any reduction involving a combination in the length of the workday, workweek, and/or layoffs, are the subject of collective bargaining.
- (g) To permit Township employees, not included in the bargaining unit, to perform bargaining unit work, when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Public Safety Department; however, all other use of Township employees to perform bargaining unit work is the subject of collective bargaining.
- (h) To determine the work force, assign work and determine the number of employees assigned to operations.
- (i) To establish, change, combine or discontinue job classifications and prescribe assigned job duties, content and classification; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s), and the establishment of wage rates for any new or changed classification(s) shall be the subject of collective bargaining.
- (j) To determine lunch, rest period and clean-up times; starting and quitting times.
- (k) To establish reasonable work schedules.
- (l) To adopt, revise and enforce working rules and procedures contained within the Public Safety Department Rules and Regulations.
- (m) To transfer, promote, demote employees from one classification, department or shift to another with just cause.
- (n) To select employees for promotion and transfer to supervisory or other positions as determined by the

qualifications and competency of employees to perform available work.

Section 2. Reserved Rights: The bargaining unit hereby agrees that the Employer retains as its sole exclusive right to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 7. No-Strike

The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole, or in part, from the full, faithful and proper performance of the duties of their employment.

ARTICLE 8. Nondiscrimination

Equality of Treatment. It is agreed by the Employer and the Union that the parties are obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union, to establish policies and regulations that will ensure such equality of opportunity, consideration and treatment of all members employed by the Employer and in all phases of the employment process.

ARTICLE 9. Union Rights

Section 1. Bulletins and Orders: A copy of each special order, general order, rule, regulation or training bulletin shall be made available to the employees.

Section 2. Discussion of Union Business: Members shall be permitted to discuss Union business with other members of the bargaining unit during their duty hours provided that such discussion shall not interfere with the performance of the members' duties.

Section 3. Visitation: Representatives of the Union may enter the Public Safety Department premises for any proper bargaining unit business; provided they have secured prior permission of the Employer or his designee. The Employer shall grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

Section 4. Personnel File: The personnel file of a member of the Union shall be kept under the direct control of the office of the Clerk.

- (a) Upon written request to the Township Clerk, a member of the Union may view his own personnel file as to its total content, except the background investigation report.
- (b) It is understood by the Union and the Employer that personnel files may be reviewed by the Township Supervisor, the Township Officers and members of the Township Board of Trustees.
- (c) All Public Safety Department personnel files must be kept and maintained in the confines of the Employer so as to secure their privacy.

- (d) The employee shall receive a copy of all entries in his personnel file.

ARTICLE 10. Special Conferences

Special conferences, including safety, will be arranged between the Union and the Employer or their designated representatives at a mutually convenient time and place when there are important matters to be discussed. Such meetings may be attended by up to two (2) Union representatives and two (2) Employer representatives. Requests and arrangements for such special conferences shall be made in writing together with an agenda of the matters to be discussed at the meeting. Matters taken up in special conferences shall be confined to those included on the agenda.

ARTICLE 11. Captions

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 12. Gender

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 13. Bargaining Unit Responsibilities

The Union agrees that its members will perform efficient services and will use its best efforts to protect the property and interest of the Employer and will cooperate with the Employer

in the performance of their duties.

ARTICLE 14. Separation - Voluntary Termination

All employees will notify the Employer whenever possible, in writing, two (2) weeks prior to voluntarily terminating employment with the Employer. Failure to provide two (2) weeks written notice may result in the loss of accumulated benefits. Employees shall have the responsibility of turning in all Township property and equipment at termination of employment.

ARTICLE 15. Supplemental Employment

Members of the bargaining unit may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that the first obligation of the members of the bargaining unit is to the Charter Township of Emmett and supplemental employment shall in no way conflict with regularly assigned duties, including regular overtime, emergency call-out time and/or court time.

ARTICLE 16. Employment Application and Pre-Employment Documents

All applicants for employment within the bargaining unit will complete an employment application and such other pre-employment documents as presented. Applicants must fully, completely and truthfully answer all questions put to them including those submitted by the Employer's physicians, psychiatrists or other such professionals retained to screen applicants for hire. It is understood that all documents submitted or completed during

the pre-hire process are an integral part of the employment relationship, if established, and any subsequent discovery that any false or inaccurate information was provided in any such documents to the Employer or that the employee/applicant omitted material information, may result in discipline up to and including the termination of employment.

ARTICLE 17. Change in Personal Status

Employees shall notify the Employer of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records for all purposes involving his employment and this Agreement.

ARTICLE 18. Grievance Procedure

Section 1. Definition of Grievance: A grievance is a dispute, claim or complaint arising under and during the Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit.

Section 2. Time to File Grievance: A grievance shall be presented promptly, and in all cases, no later than ten (10) days from the occurrence of the event upon which the grievance is based, or within ten (10) days from the time the Grievant should have reasonably known of the event upon which the grievance is based.

Section 3. Specific Reference: Any grievance filed shall refer to the specific provision or provisions of the Agreement alleged to have been violated, and shall set forth the facts pertaining to such alleged violations.

Section 4. Steps of Grievance Procedure:

STEP 1: The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision. Immediate Supervisors, Command Officers, and Reviewing Officers shall consider promptly any grievance presented within the scope of their authority and take such timely action as is required.

The Command Officer or his designee shall give a verbal answer to the employee or bargaining unit representative within three (3) days of the employee or bargaining unit representative's initial submission of the grievance.

STEP 2: If the grievance is not settled through the verbal procedures set forth above, it shall be reduced to writing, submitted to the Director or his designee, and shall include: time, date, the alleged contractual violation, written rule or regulation or condition of employment that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signature of the employee or the signature of the Union representative. A grievance at Step 2 shall be submitted within three (3) days of the verbal answer of the Employer in Step 1.

The Director or his designee shall acknowledge receipt of the grievance by entering the time and date received. A copy

of the acknowledged grievance shall be returned to the Grievant. The Director shall give his written answer within ten (10) days of the grievance.

STEP 3: If the answer in Step 2 is unsatisfactory to the Union, the Union may, within five (5) days from receipt of the Step 2 answer, appeal the grievance to the Township Board by presenting the appeal to the Township Clerk who will then schedule the matter for hearing. If the Union requests such further hearing, it shall be held as promptly as practicable, but not later than two (2) weeks following the date of the Clerk's receipt of the Union's request for hearing. Either party may have attorneys, consultants or persons in a representative capacity present at the hearing. The Township Board will give written disposition of the grievance to the Union no later than the end of the fifth (5th) working day following the date of the hearing.

STEP 4: Arbitration: In the event the answer provided in Step 3 is not satisfactory to the Union and it wishes to carry the matter further, it shall, through its representative, within thirty (30) calendar days from the date of the Employer's answer in Step 3, submit such grievance to arbitration by the Federal Mediation and Conciliation Service, requesting that an arbitrator be selected with its assistance and under its rules. The Union shall, simultaneously with its submission of a grievance to arbitration, provide the Employer with a copy of said submission.

Section 5. Arbitrator's Powers: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement. The

arbitrator shall have no power to establish wage scales or rates or change any rate unless it is provided for in this Agreement. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award, under no circumstances, shall be based on other extra-contract matters not specifically incorporated in this Agreement. The rules, regulations and Township policies are incorporated herein by reference.

Section 6. Expenses of the Arbitrator: Expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of the witnesses which are called by them.

Section 7. Sole Remedy: The parties agree that the grievance forum is intended to resolve disputes regarding the Agreement, therefore, the parties agree that the grievance forum shall be the sole remedy for alleged violations of the Agreement. The parties understand and agree that in making this Agreement they have resolved, for its term, all bargaining issues which were or could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over their interpretation or application of matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 8. Procedural Errors: The failure of either

party to follow the steps and time limits as allowed and outlined herein shall result in the following:

- (a) Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when the time for disposition expired.
- (b) In the event the Union does not appeal a grievance from one step to another within the time limits in a fashion required, the grievance shall be considered as being settled on the basis of the Employer's last answer.

Section 9. Time Limits: Time limits in the grievance procedure may be extended by mutual consent of both parties and the meeting date, within the time limits, shall be mutually agreed upon in writing and signed by both parties. For the purpose of time limits only within the grievance procedure, whenever the term "days" is used, it shall mean Monday through Friday, inclusive, except for holidays, which are excluded.

Section 10. Grievance Settlement: It is understood and agreed that any grievance settlement arrived at hereunder between the Employer and the Union is binding upon both parties and cannot be changed by any individual employee.

Section 11. Expedited Grievance: Employees who are disciplined, suspended from work without pay, or discharged may file a grievance immediately at Step 3 of the grievance procedure.

ARTICLE 19. Discharge and Discipline

Section 1. Cause: All disciplinary action shall be for cause.

Section 2. Benefits: If a member is suspended for disciplinary action, he shall not receive pay, however, he shall receive all other Township benefits.

Section 3. Charges and Specifications: The charges and specifications resulting in such discipline shall be reduced to writing by the Commanding Officer invoking the action and a copy shall go to the Union and to the member against whom the charges are brought. The Union will receive notice of final disposition of any disciplinary action.

Section 4. Specific Sections: Such charges and specifications shall cite the specific incident and/or rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 5. Representation: At all stages of the disciplinary procedure, any member against whom charges have been made may be represented by Union representatives.

Section 6. Suspension: In the event a member is suspended pending investigation, for any reason, and as a result of the investigation he is exonerated of the charges causing the suspension, he shall be compensated for all back wages lost due to the suspension.

Section 7. Probationary Employees: Probationary employees shall not be entitled to the benefits provided for in this Article nor will they be eligible for the rights of the Grievance Procedure as contained in Article 18 in respect to any disciplinary action taken by the Employer.

Section 8. Special Inactivation: If any member shoots,

while in the line of duty, another person, killing that person, that member will be inactivated receiving full pay and benefits for a period of three (3) days, except during periods of emergency. During the three (3) days, the employee must make himself available for investigative purposes.

ARTICLE 20. Work by Supervisors

Section 1. Employees of the Employer not covered by the terms of this Agreement may perform work covered by this Agreement as has been the practice of the Employer prior to the execution of this Agreement, including by way of classification and not limitation, the Director and other employees above the rank of Public Safety Officer, may be scheduled to perform a regular tour of duty.

Section 2. It is the intent of the parties that no part-time employees and non-bargaining unit personnel shall be used to displace full-time bargaining unit personnel.

ARTICLE 21. Hours of Work and Overtime

Section 1. Schedules: The work of unit employees shall be scheduled by the Employer to meet the needs of the Department. Schedules shall be posted at least one (1) week in advance. Shift time shall include one-half (1/2) hour for a paid meal period; said one-half (1/2) hour period includes the time of travel. Employees will be scheduled on regular four (4) month rotating shifts. An employee may exercise shift preference by seniority within his classification only, provided such exercise

does not result in the employee working the same shift for three (3) consecutive four (4) month periods. Any employee desirous of exercising seniority for shift assignment must annually provide the Director, in writing, his/her first and second choices of shift preference. If the employee's seniority permits, he/she will be given first choice for two consecutive four-month periods and the employee's second choice will be assigned for the third four-month period.

Section 2. Working Periods: The workweek shall begin on Saturday at midnight and end on the following Saturday at midnight. The workday shall consist of a twenty-four hour period beginning at midnight on one day and ending at midnight on the following day. The regular work shift shall consist of eight (8) hours, including one-half (1/2) hour of paid meal time as provided. The employees shall be paid at the rates hereinafter provided in Appendix "A" for working five (5) regular shifts per workweek.

Each employee covered by this Agreement shall be paid time and one-half (1 1/2) for any hours worked in excess of eight (8) hours per day or five (5) days per week, or for any hour or part thereof worked during any sixteen (16) hours between his regularly scheduled eight (8) hour shifts except when he is scheduled to work all or part of another shift in any one working day at his own request. The aforesaid overtime work shall be scheduled by the Director.

Section 3. Shift: The Employer reserves the right to establish shift starting and quitting times. The Union normally

will be notified in advance of general changes in starting and quitting time.

Section 4. Compensation Time: An employee scheduled to work in excess of his regular scheduled hours during a given pay period may, by mutual agreement, be given compensation time for such time worked in place of overtime pay, provided that the Employer must give such compensatory time off within the next thirty (30) days.

Section 5. Court Time: Any employee who is required to appear in Court on non-duty hours will be compensated for a minimum of two (2) hours overtime unless attendance at Court extends past two (2) hours, in which case he/she shall be paid overtime for hours or portions thereof actually in attendance.

Section 6. Leave Days: Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half (1-1/2) except by mutual agreement between the parties and except when the employee changes shifts in accordance with the schedule prepared by the Employer.

Section 7. Call Back: If an employee is called back to work he will be compensated for a minimum of two (2) hours overtime unless such call back shall extend past two (2) hours in which case he shall be paid overtime for hours or portions thereof, worked.

Section 8. Equalization of Overtime: All full-time employees shall be given a reasonable time to respond to the request for overtime (excluding that time normally set aside for regularly scheduled part-time personnel). The Employer will make

the call-in of full-time personnel utilizing a call list prepared by the Union. Such call list will be for a minimum period of four (4) months and will coincide with the commencement of normal shift rotation schedules.

Section 9. Part-Time Employees: Part-time employees may also be used for:

- (a) filling in as a result of absences of full-time employees who are utilizing vacation leave or personal leave;
- (b) during extended illnesses or injury of a full-time employee in excess of four (4) days or more. (The Employer may use part-time personnel commencing on the first day of a full-time employee's absence upon notice that the illness or injury will be for a period in excess of four (4) days;
- (c) for the purpose of filling in as a result of absences of the Director or other non-bargaining unit personnel during the day shift. Absence(s) of the Director or other non-bargaining unit personnel is intended to mean that such personnel are not available because of necessary responsibilities such as court, obtaining warrants or necessary meetings with officials.

ARTICLE 22. Seniority

Section 1. Definition: Township seniority shall be defined as the length of service with the Township. Township seniority will be utilized to determine an employee's eligibility for vacation and pension benefits.

Classification seniority shall be defined as the length of service with the Township in a particular classification. Classification seniority will be utilized for staffing schedules. A cross-trained employee will carry his/her seniority earned in his/her prior classification.

A permanent full-time employee will begin to accumulate classification seniority upon the expiration of his/her probation period, at which time his/her name will be placed on the seniority list as of his/her last date of hire as a full-time employee of the Department.

Section 2. Probationary Period: All employees shall be considered to be on probation and shall have no seniority until they have been employed continuously for twelve (12) months following the first day of work for the Department. During this period an employee may be disciplined, laid off or discharged without regard to this Agreement.

ARTICLE 23. Seniority List

A seniority list shall be prepared and a copy posted on the Bulletin Board. It shall be revised and kept current from time to time by the Employer.

ARTICLE 24. Loss of Seniority

Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge for just cause.
- (b) Failure to report for work on any scheduled day without notifying the Employer or his Commanding Officer without reasonable justification.
- (c) Failure to return to work upon recall from a lay-off.
- (d) Failure to return to work or notify the Employer without reasonable excuse at the expiration of a leave of absence.
- (e) Laid off for lack of work for more than twenty-four

(24) months or his length of seniority at time of layoff, whichever is less.

(f) Retirement.

(g) The employee is absent from work for a reason other than layoff for twelve (12) consecutive months.

(h) The employee is absent from work in excess of eighteen (18) consecutive months due to a work related illness or injury.

The seniority of an employee that has been lost under the above provisions may be restored in full or in part by mutual agreement between the Employer, the employee and the Union.

ARTICLE 25. Temporary Assignments

Section 1. Any employee assigned by the Director to perform the duties of a higher ranking officer for a period in excess of thirty (30) consecutive working days shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall commence on the thirty-first (31st) consecutive workday in which the employee has held the assignment and shall continue until the employee is reassigned to his normal (or another) lower ranking position. The Director shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority.

Section 2. An employee assigned as a training officer shall be compensated at time and one-half (1-1/2) his/her regular rate of pay for all hours worked outside his/her regular shift while conducting training of public safety officers.

ARTICLE 26. Promotions

Section 1. Promotions shall be made on the basis of

written examinations and interviews by the Director and/or his designee. All promotions must be approved by the Township Board.

Section 2. An employee promoted to the rank of Sergeant or above shall serve a six (6) month probationary period. During this period, the employee may, at his/her option or at the request of the Employer, revert back to his/her former classification and rate of pay. During this probationary period, the employee will receive the rate of the promotional classification.

ARTICLE 27. Layoff and Recall

Section 1. Order of Layoff: Layoff of employees shall be made by inverse order of their classification seniority within the affected classification.

Section 2. Notice of Layoff: The Employer shall give written notice to the employee and the Union of any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least one (1) calendar week before the effective date hereof.

Section 3. Recall Procedure: When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within one (1) week from date of mailing of notice of recall, he shall be considered to have quit.

ARTICLE 28. Leaves of Absence

Leaves of absence may be granted by the Employer for good cause, during which the employee shall continue to accumulate seniority, unless it is an unpaid leave of absence in which case the employee's seniority shall be frozen.

The length of unpaid leaves of absence shall be governed by the needs of the Township.

ARTICLE 29. Worker's Compensation

If an employee is injured in the line of duty, he shall receive, pursuant to applicable state statutes and regulations, Worker's Compensation benefits. Such an employee may apply accumulated sick pay and/or vacation in no less than half-day (1/2) increments, to make up the difference between regular net salary (gross salary less all deductions for federal, state and local taxes) and his Worker's Compensation benefits. Upon depletion of accumulated sick leave and/or vacation, these differential payments will terminate.

ARTICLE 30. Sick Leave

Section 1. Each full-time employee covered by this Agreement shall accumulate sick leave credit at the rate of eight (8) hours per month of continuous employment with a maximum accumulation of two hundred forty (240) hours.

Section 2. All full-time employees asking for credit for sick leave must notify the Director or his designee by telephone at least one (1) hour before the start of the new day for which credit is asked. Failure to timely notify the Director or

his designee will result in lost time unless the failure to so notify is excused by the Director because of extenuating circumstances.

Section 3. An employee may use sick leave for absence due to illness, injury or incapacity over which the employee has no reasonable control, including exposure to a contagious disease which would constitute a danger to the health of others by the employee's attendance at work and/or medical and dental care or treatment to the extent of time required to complete such appointments.

Section 4. Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not less than two (2) hours. Employees who have exhausted their sick leave credits, but are still unable to return to work, may as an option continue to receive their pay chargeable against any unused vacation credits.

Section 5. No employee shall be eligible for, or accumulate, paid sick leave during a leave of absence nor will sick leave credits accumulate during layoff. Sick leave may not be used for vacations or to extend vacations, nor can it be used to extend holidays or weekends.

Section 6. The Director or his designee shall be responsible for reviewing and approving employee's requests for sick leave. Anytime an employee is off sick for more than five (5) consecutive working days because of illness or injury, it will be necessary to submit a slip from a doctor stating the

illness or injury. If an employee has been previously notified that he/she has been determined to be excessively absent, said employee will be required thereafter to provide the employer with a physician's report, irrespective of the length of sickness or injury leave.

Section 7. Before an employee absent from his duties for five (5) consecutive days returns to work, he shall satisfy the Employer that he is fit to again perform his duties. The Employer may require an employee to submit to a physical examination with a physician of the Employer's choice and at the Employer's expense.

Section 8. Employees of the former Police Department of the Charter Township of Emmett on the Employer's payroll as of April 22, 1985, will each be entitled to a sick leave bank consisting of sixty (60) eight (8) hours days (four hundred eighty (480) hours). Although these employees will be subject to Section 1 of this Article for any future accrual of sick leave and limitations thereon, the employee may, if sick leave usage is required, advise the Employer as to whether or not he wishes sick leave to be deducted from the sick leave bank or from current accruals.

ARTICLE 31. Bereavement Leave

Employees who have a death in their immediate family shall be granted three (3) consecutive days off with pay at the applicable rate. For uniformity, pay should be at the employee's straight time hourly rate not to exceed a total of twenty-four

(24) hours. One of the days off must be the day of the funeral.

No time off or pay shall be granted if the employee does not attend the funeral of the deceased, except for legitimate reasons. Satisfactory evidence of the death and/or attendance at the funeral shall be submitted if requested.

The term immediate family shall be defined as follows: Husband, wife, son, daughter, stepson, stepdaughter, legal ward, father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, grandfather, grandmother, son-in-law, daughter-in-law, spouses' grandparents, grandchild. Any and all other relations are excluded.

ARTICLE 32. Service Leave of Absence

It is agreed that the matter of leaves of absences for and reinstatement of an employee during his period of military service with the Armed Forces of the United States shall be solely governed by the applicable federal statutes or interpreted by the decisions of the Courts.

ARTICLE 33. Personal Leave Days

Two (2) personal leave days, sixteen (16) hours, with pay, shall be granted annually to each full-time employee with seniority for the purpose of attending to or caring for personal matters during the course of the year. Personal leave days will be applied to the employee the first full payroll period following the employee's anniversary date of hire. Personal leave

time may not be accumulated and will be forfeited if not used. Personal leave time will not be considered as hours worked and may be taken in no less than four (4) hour increments.

In the event of a critical illness or child birth within the employee's immediate family, said employee may be granted an additional two (2) personal leave days which will be deducted from the employee's accumulated sick leave bank. "Immediate family" is defined as spouse or children living in the household.

ARTICLE 34. Insurance and Pension

Section 1. Life Insurance: The Employer shall furnish life insurance on the employees covered by this Agreement with death benefits of not less than Twenty Thousand Dollars (\$20,000) with double indemnity.

Section 2. Hospitalization and Medical Coverage: The Employer shall make available to all employees and their families at no cost to them Blue Cross/Blue Shield Insurance (MVF-1) PREVENT plan (with all the present riders) of hospital, medical and surgical insurance and a \$3.00 co-pay prescription drug rider. The Employer reserves the right to substitute another carrier of this insurance coverage provided the fundamental provisions of the present coverage will not be changed.

Employees eligible for hospitalization insurance coverage pursuant to this Article may elect to be covered in accordance with the terms and conditions of a health maintenance organization in the Emmett Township area. The Employer shall contribute no more for health benefits to an employee electing

health maintenance organization coverage than the Employer is required to pay for the Blue Cross/Blue Shield or equivalent coverage. Any employee electing to be covered by a health maintenance organization plan must present to the Employer a signed authorization authorizing the Employer to transmit the appropriate premium to said health care provider. In no event will the Employer be obligated to pay any compensation to an employee whose health maintenance organization's monthly premium costs are less than those contributed by the Employer to the Blue Cross/Blue Shield or equivalent plan.

Any employee electing to transfer from Blue Cross/Blue Shield or equivalent basic hospitalization insurance coverage to health care coverage under a health maintenance organization must notify the Employer in writing of this intent at least two weeks prior to the next open period of the insurance carrier.

Section 3. Liability Insurance: The Employer shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employee from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to unintentional torts and acts of negligence of the employee performed during his course of duty and shall further provide that said employee, if sued, shall be provided with an adequate defense and if any judgment is rendered against him, it shall be satisfied to the extent of the insurance coverage.

Should the Employer fail to obtain the insurance cover-

age above set forth, it shall be deemed by this contract to be a self-insurer and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

Section 4. False Arrest Insurance: The Employer will provide the employees such legal assistance as provided by their liability carrier and if none, as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in performance of his police duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 5. Worker's Compensation: The Employer shall provide Worker's Compensation insurance.

Section 6. Retirement Benefits: The Employer will, for the life of this Agreement, continue the 401K Profit Sharing Plan and Trust, hereinafter the "Plan" administered by Prudential Insurance Company.

Vesting shall be pursuant to the Plan.

Section 7. Dental Insurance: The Employer will provide employees and dependents with the Blue Cross/Blue Shield Comprehensive Basic Plan with Riders CR-50-50 MBL 800 or equivalent dental program.

ARTICLE 35. Vacations

Section 1. An employee is eligible for vacation with pay in accordance with the following schedule and terms:

<u>Seniority</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
1 year or more	1 week	5 days
2 years or more	2 weeks	10 days
7 years or more	3 weeks	15 days
12 years or more	4 weeks	20 days

Section 2. Vacation pay shall be computed on the basis of the employee's current rate at the time the vacation is taken. If a regular pay day falls during the employee's vacation and he is to be on vacation for two (2) weeks or longer he will be entitled to receive that check in advance before going on vacation. An employee must make a request to the Employer for his check two (2) weeks before leaving if he desires to receive it in advance.

Section 3. Eligibility: To be eligible for full vacation pay an employee must have been a full-time employee and have received pay during all available work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his anniversary date his vacation period and pay shall be prorated accordingly.

Section 4. Waiver of Vacation: An employee with less than one (1) year of service whose employment is terminated or any employee who is discharged for cause waives his right to any vacation time accumulated during the anniversary year in which the termination or discharge occurs.

Section 5. Scheduling: Vacation will be chosen by seniority and chosen by March 31 of each calendar year. After March 31, vacations will be approved on a first come, first serve basis. All vacations are subject to prior written approval.

Section 6. Accumulation: All vacation earned as of an employee's anniversary date must be taken during the following twelve (12) months. There shall be no accumulation of vacation time or pay without written approval of the Employer.

Section 7. Back to Back: Vacations in different vacation years may not be scheduled back to back without written approval of the Employer.

Section 8. Termination: All employees with one or more years of service whose employment is terminated will be entitled to all vacation time and pay pro-rated to the termination date, i.e., an employee who is terminated after three (3) months of a contract year shall be entitled to one-fourth (1/4) of the vacation time and pay he would have been entitled to had he completed the contract year.

ARTICLE 36. Holidays

An employee hired after April 22, 1985, who works a holiday will be compensated at one and one-half (1 1/2) times his normal hourly rate for all hours worked on the holiday.

Each employee of the Township's former Police and Fire Department on the payroll of the Employer as of April 22, 1985, shall be paid, in lieu of holiday pay, the sum of Twelve Hundred Dollars (\$1,200.00) annually. This sum shall be paid on the first pay period of each December. An employee eligible for holiday pay pursuant to this paragraph shall not be eligible for compensation pursuant to the first paragraph of this Article.

All employees with one (1) or more years of service

whose employment is terminated will be entitled to holiday pay prorated to the termination date; i.e., an employee who is terminated after three (3) months of a contract year shall be entitled to one-fourth (1/4) of the aforesaid sum.

ARTICLE 37. Uniforms and Equipment

Section 1. Uniforms and equipment shall be furnished each officer by the Employer. Such uniforms and equipment shall be of the proper specifications and sizes commensurate with the needs and safety of the officers.

The following items shall be of serviceable issue to each officer:

- 3 pairs of pants, at least one heavy-weight
- 2 ties
- 4 long-sleeved shirts and 4 short-sleeved shirts
- 1 pair of shoes
- 1 winter jacket
- 1 summer jacket
- 1 garrison hat
- leather gear, to include Sam brown belt, holsters with brake front and ammo pouch and one (1) set handcuffs with case
- 1 sidearm weapon to include adequate ammunition.

All other equipment presently furnished by the Employer shall be retained and maintained at the present level.

Section 2. Clothing Allowance: An equipment and clothing allowance for the purchase or replacement of said items as needed, up to the sum of Three Hundred Dollars (\$300) per year, is budgeted for each employee. If a uniform is destroyed in the line of duty, the Employer will replace it. The Employer will provide cleaning for uniforms not to exceed the following:

- 3 shirts per week
- 2 pair of pants per week

1 tie per week (when in season)
1 jacket every 2 weeks (when in season)

If additional equipment is issued the parties will agree upon an appropriate cleaning schedule.

Section 3. Badges: Each officer shall receive one (1) hat shield and two (2) badges.

Section 4. Lockers: A full-length locker shall be designated for each employee as soon as possible and shall be capable of holding all issued equipment and shall be properly placed in a separate and distinct room with ventilation to prevent must and mildew. The Township shall furnish combination locks for the lockers and the combination will be kept on file by the Director.

Section 5. Parkas: Four (4) heavy winter parkas shall be purchased and made available for the employees to use whenever the employees see fit. Employees will check said parkas out and check them back at completion of tour of duty.

Section 6. Second Chance Vest: The Employer shall furnish each employee with a Second Chance Vest which the employees agree to wear when on duty.

ARTICLE 38. Safety and Equipment

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been found to be in an unsafe operating condi-

time. It is still same has been approved as being safe.

When the occasion arises where an employee gives a written report, on forms in use by the Employer, of a vehicle being in an unsafe working operating condition, and receives no satisfactory explanation from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

ARTICLE 39. Automobiles and Equipment

Section 1. Officers that are authorized by the Director to use their own personal automobile in the performance of their duties shall receive mileage reimbursement at the rate of seventeen and one-half cents (17 1/2¢) per mile.

Section 2. The following equipment will be furnished for each patrol vehicle:

- 1 first aid kit
- 1 fire extinguisher
- 1 spotlight on each side of the vehicle, permanently attached
- 1 protective plexiglass shield to separate the front and rear passenger compartments
- 2 full sets of riot gear to include an extended baton and a certified gas mask for each car
- Adequate road flares

Section 3. No officer shall be required to transport street dogs in patrol cars.

Section 4. The Township shall provide the equipment it deems necessary for public safety officers to fulfill responsibilities.

ARTICLE 40. Bargaining Relationship

Section 1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties shall govern their relationship and shall be the source of any rights or claims which may be asserted.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the bargaining unit for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2. Any proposed change in wages, hours or conditions of employment not otherwise covered by this Agreement shall be discussed with the Union prior to implementation by the Employer. If the Union disagrees with the Employer's action, it

may resort to the grievance procedure herein.

ARTICLE 41. Severability Provision

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation or by a Court of competent jurisdiction or an unfair labor practice by final decision, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

ARTICLE 42. Policy and Procedure

The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this Agreement, provided, however, the Employer shall notify the Union whenever possible of any such amendments, supplements or additions at least ten (10) calendar days in advance of their effective date. Such rules shall be reasonable and shall relate to the proper performance of an officer's duties and shall not be applied in a discriminatory manner. Any rule or regulation may be discussed under the provisions of Article 10 of this Agreement. A rule may be subject to the grievance procedure only when it is applied to an employee of this bargaining unit in an unreasonable or discriminatory manner.

ARTICLE 43. Departmental Meetings

Any off-duty employee required to attend a mandatory departmental meeting will be compensated at his/her straight time

hourly rate.

ARTICLE 44. Miscellaneous

Section 1. Shift Differential: A three percent (3%) shift differential will be paid to any officer for hours worked between the hours of 4:00 p.m. of one day and 8:00 a.m. of the following day.

Section 2. Bulletin Boards: A bulletin board located within the department shall be available to the Union for posting notices of Union meetings and activities.

Section 3. Cross Training: An officer in the Department of Public Safety will be considered cross-trained if he/she has successfully completed the basic law enforcement training course approved by MLEOTC and the approved course established by the MFFTC.

Section 4. There shall be a department-wide pistol shoot at least once every two (2) months to be conducted in Camp Perry style or combat style. The Township shall furnish all ammo and targets. Off-shift personnel participating shall receive compensation at regular rates, without overtime or shift differential. The Employer shall, at the Employer's expense, certify each officer in the use of firearms through a certified firearms instructor.

Section 5. It is agreed that in lieu of the pistol shoot in Section 4, the Employer may furnish each employee fifty (50) rounds of ammunition and refurnish same as the employee turns in the empty cases.

Section 6. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by an tribunal of competent jurisdiction or if compliance with or enforcement of any provision herein contained is so rendered invalid, upon written request by either party hereto, the Township and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 7. All Department Directives and Orders shall be in writing with copies posted before becoming effective. The Departmental Rules and Regulations will be revised and updated when the Director or the Township deems it necessary.

Section 8. When employment or seniority is interrupted by discharge, quit, strike, leave of absence or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next payment is due, whichever is later.

Section 9. As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee who has been on sick leave to submit to a physical examination in order to verify the employee's ability to return to full-time work.

Section 10. Coffee Breaks: The Employer agrees to continue the present policy of Emmett Township which allows for two (2) fifteen (15) minute coffee breaks per workday to be taken at a time scheduled by the Employer to allow for the continuous and efficient operation of the department. Employees may take

their coffee breaks only when duty permits.

Section 11. Sergeants: The rank of patrolman, lieutenant, and Chief of Police was the organizational structure of the Township of Emmett Police Department. In the event that the rank of corporal or sergeant is again implemented by the Employer, the parties agree to negotiate the salary rates.

If, during the life of this contract, the department reinstates its prior classifications, the employees who previously held those ranks will have first right to return to them assuming they still meet the physical and mental qualifications as spelled out in the existing contract.

Section 12. Safety Clause: During the collective bargaining process the Employer reaffirmed its desire to have two (2) patrol officers assigned to work between the hours of 8:00 p.m. and 4:00 a.m. seven (7) days a week. When this is not possible because of manpower shortage, the Employer agreed to provide a schedule in working with the Union which would allow two (2) officers to be assigned during those hours on Friday and Saturday nights. The parties further agreed that if this becomes of concern to either, that a special conference shall be called between the parties.

Section 13. The Employer shall furnish the employees of the Employer with copies of the current retirement program and shall update the employees on the status of their individual accounts by holding a meeting at least once each year between the employees, Employer and the representative of the administering agency of the retirement program. Attendance at the meeting on

the part of the bargaining unit shall be voluntary.

Section 14. Shift Responsibilities: The Director will designate a senior officer for each shift. The senior officer will be responsible for both police and fire functions.

ARTICLE 45. Duration, Termination and Modification of this Agreement

Section 1. This Agreement shall commence on the 1st day of April, 1989, and continue in full force and effect until the 31st day of March, 1992, at 12:00 midnight.

Section 2. If any party desires to terminate this Agreement it shall sixty (60) days prior to the termination date give written notice of termination. If no party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and 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 of termination.

Section 3. If any party desires to modify, alter, renegotiate, amend 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 amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been

disposed of by agreement or withdrawal at that date. 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. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty-five (45) days prior to the termination date.

Section 4. Notice of termination or modification shall be in writing.

IN WITNESS WHEREOF, the parties have set their hands and seals this 10th day of September, 1990.

THE CHARTER TOWNSHIP OF
EMMETT

FRATERNAL ORDER OF POLICE
STATE LODGE OF MICHIGAN
LABOR COUNCIL
EMMETT TOWNSHIP PUBLIC
SAFETY DEPARTMENT

Charles P. Steedman James V. Roberts
Supervisor

Diane M. Talbot [Signature]
Clerk

APPENDIX "A"

Effective the first full payroll period after April 1, 1989, the salary schedule of the Charter Township of Emmett Public Safety Department for the period ending March 31, 1990, shall be as follows:

<u>CLASSIFICATION</u>	<u>NEW HIRE</u>	<u>After 6 MOS</u>	<u>After 1 YEAR</u>	<u>After 2 YEARS</u>	<u>After 3 YEARS</u>	<u>After 4 YEARS</u>
PSO III	\$20,952.45	\$21,620.20	\$22,868.02	\$23,500.70	\$24,134.65	\$25,467.

Effective the first full payroll period after April 1, 1990, the salary schedule of the Charter Township of Emmett Public Safety Department for the period ending March 31, 1991, shall be as follows:

<u>CLASSIFICATION</u>	<u>NEW HIRE</u>	<u>After 6 MOS</u>	<u>After 1 YEAR</u>	<u>After 2 YEARS</u>	<u>After 3 YEARS</u>	<u>After 4 YEARS</u>
PSO III	\$21,895.31	\$22,593.11	\$23,897.08	\$24,558.23	\$25,220.71	\$26,613.

Effective the first full payroll period after April 1, 1991, the salary schedule for the Charter Township of Emmett Public Safety Department for the period ending March 31, 1992, shall be as follows:

<u>CLASSIFICATION</u>	<u>NEW HIRE</u>	<u>After 6 MOS</u>	<u>After 1 YEAR</u>	<u>After 2 YEARS</u>	<u>After 3 YEARS</u>	<u>After 4 YEARS</u>
PSO III	\$22,880.59	\$23,609.80	\$24,972.45	\$25,663.35	\$26,355.64	\$27,811.

Retroactivity: Any bargaining unit employee who has been employed by the Employer since April 1, 1989, and who is still currently employed at the time this Agreement is signed by the parties will be entitled to retroactive compensation adjustments as follows:

- a. Commencing the first full payroll period after April 1, 1989, up to the first full payroll period after April 1, 1990, an amount equal to five percent (5%) of the base compensation straight time hourly earnings only of any such employee excluding any overtime hours worked, shift differential or holiday pay.
- b. Commencing the first full payroll period after April 1, 1990, eligible employees will receive four and one-half percent (4.5%) of all compensation paid excluding holiday pay.

LETTER OF UNDERSTANDING

WHEREAS, the Charter Township of Emmett, hereinafter referred to as the "Employer" and the Fraternal Order of Police, State Lodge of Michigan, Labor Council, Emmett Township Public Safety Department, hereinafter referred to as the "Union," are signatories to a collective bargaining agreement for the period April 1, 1990, through March 31, 1992;

WHEREAS, the parties in reaching the aforementioned Agreement negotiated certain changes to Article 21, Section 5 - Court Time;


WHEREAS, prior to the aforementioned settlement, certain grievances were advanced by bargaining unit members Dennis Slaughter, Larry Church, Ralph Adkins and Lonny McGlothen which have been designated as Grievance Numbers 90-01 through 90-04, respectively, alleging a violation of Article 21, Section 5;

WHEREAS, the parties have reached a mutual agreement, they agree as follows:

1. Grievances 90-01 through 90-04 will be withdrawn with prejudice on the basis of settlement.
2. Dennis Slaughter, Larry Church, Ralph Adkins and Lonny McGlothen each will receive one (1) hour of compensation equivalent to their straight time hourly rate.

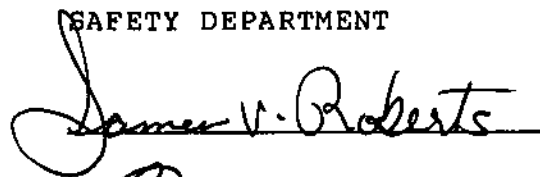

THE CHARTER TOWNSHIP OF
EMMETT


Supervisor


Clerk

Date: September 5, 1990

FRATERNAL ORDER OF POLICE
STATE LODGE OF MICHIGAN
LABOR COUNCIL
EMMETT TOWNSHIP PUBLIC
SAFETY DEPARTMENT

Date: September 10, 1990