

1-22-90

MICHIGAN EMPLOYMENT RELATIONS COMMISSION  
ACT 312 ARBITRATION  
PUBLIC ACTS OF 1969 AS AMENDED

In the Matter of the Arbitration Between:

TOWNSHIP OF SAGINAW

Arbitrator:

-and-

ELLIOT I. BEITNER

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

MERC Act 312  
Case No. L88 C 223

OPINION AND AWARD

Chairman of Arbitration Panel	:	<u>ELLIOT I. BEITNER</u>
Employer Designee	:	ALAN LUCE
Union Designee	:	JAMES DE VRIES
Representing Employer	:	THOMAS A. BASIL
Representing Union	:	WILLIAM BIRDSEYE
Pre-Hearing Conference	:	May 22, 1989
Hearing Held	:	August 23, 1989
Executive Sessions of Panel	:	October 19, 1989 and January 10, 1990
Opinion and Award Issued	:	January 22, 1990

STATE OF MICHIGAN  
DEPARTMENT OF EMPLOYMENT RELATIONS  
DETROIT OFFICE

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*Saginaw Township*

Background:

The collective bargaining agreement between the parties expired on March 31, 1988. At the pre-hearing conference on May 22, 1989, the parties agreed that the new contract term will be from April 1, 1988 through

March 31, 1991 with benefits retroactive to April 1, 1988, and that agreement is incorporated in this Act 312 Award. The remaining disputes were remanded for mediation and further negotiations ensued. The parties were able to reach agreement on the following issues: Pension - Employer Contribution; Health Insurance - Non-duty Disability; Health Insurance - Duty Disability; Cleaning Allowance; and Duty Injury Compensation. The remaining issues then, those considered by the Panel, were:

Union:

1. Holidays
2. Longevity

Employer:

1. Posting and Rotating Shift Schedules
2. Physical, Psychological and Drug Testing
3. Promotions
4. Two-Step Salary Schedule
5. Residency

The parties' agreement on contract language for the agreed-to issues is set forth in Joint Exhibits 1, 2, 3 and 4, and these joint exhibits are incorporated as part of this Arbitration Award. All exhibits and testimony were considered in light of the statutory criteria listed in Section 9 of Act 312, P.A. 1969, as amended. These factors are:

- (a) The lawful authority of the employer.
- (b) Stipulation of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- (d) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - (i) In public employment in comparable communities
  - (ii) In private employment in comparable communities
- (e) The average consumer prices for goods and services commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration, or otherwise between the parties, in the public service or in the private employment.

The Saginaw Township Police Department is made up of three units: road patrol, investigation, and crime prevention. The road patrol has about

28 sworn officers and is supervised insofar as day-to-day operations are concerned by a lieutenant. There are also five sergeants among the 28 assigned to road patrol. The lieutenant works the day shift, and if he and the chief are both absent, one of the sergeants is in charge. If a sergeant is not present, as is the case on Sunday morning, the senior officer is in charge.

Road patrol officers work both eight-hour shifts and ten-hour shifts, some working permanent shifts while other work swing shifts. All work 40 hours per week. Both sergeants and other police officers sign up every six months and shift selection is made based on seniority. Uniformed patrol officers handle calls of complaint and calls for assistance, crime scene investigations until the case is turned over to an investigator for follow-up, accidents, aiding the injured, and similar matters.

The investigation unit is headed by a sergeant who is a member of the bargaining unit. He supervises three detectives. Detectives are assigned from the road patrol to the investigation unit by the chief of police and the sergeant who heads the unit. No competitive exam is taken to move to the detective position. The investigation unit does follow-up on all crimes. Detectives do investigations, obtain warrants, assist the prosecutor, give court testimony, and provide technical assistance to the road patrol. Officers in this unit work Monday through Friday from 9:00 a.m. to 5:00 p.m. and do not wear a uniform.

The crime prevention unit is supervised by a sergeant who has four officers assigned to him. These officers handle neighborhood watch programs, put out brochures related to crime prevention, assist the road patrol in undercover surveillance work, and prepare daily reports.

The Police Department also has under its control four civilian office personnel and other civilians who work part-time as crossing guards.

Saginaw Township encompasses approximately 26-1/2 square miles and is bordered by six governmental units: Thomas Township, which has one officer; James Township, which has none; Tittabawassee Township, which has two or three; Carlton Township, three or four; Kochville Township, none; and the City of Saginaw, which has the largest police department in the county. Saginaw Township has a population of approximately 40,000, a number that is increased significantly during the daytime hours by people coming and going to work. A shopping mall covering a two to three mile area is located along Bay Road within the Township. The area is made up of about 10 percent industrial development, 20 percent retail, and 50 percent residential. The rest is agricultural or is undeveloped.

#### Comparability:

The parties offered, for purposes of comparison, communities that each argued to be comparable to the Township of Saginaw. The Union advances

the local labor market theory and offers the following: Saginaw and Saginaw County. The Employer offers: Meridian Township, Flint Township, and City of Burton. A local labor market is a geographic area within which a person can work without having to change his residence. The Employer's comparables are communities that it asserts have similar populations, cover approximately the same area, and have similar SEVs. Some of the figures used to support the Employer's comparables were questionable, certain populations and SEV figures, and the Employer presented no testimony about Exhibits T1 and T2. Moreover, with regard to the issues of longevity and holidays, the Employer presented no information as to what benefits are received by employees in these comparable communities. The Union's comparables appear to have more relevance than those of the Employer based on the record and the issues to be decided.

#### UNION ISSUE #1 - HOLIDAYS

#### EMPLOYER'S FINAL OFFER:

#### Article X - Legal Holidays and Procedures

Time and one-half (1-1/2) shall be paid for all hours worked on any shift on the following holidays, in addition to holiday pay:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Christmas Day  
Presidents Day  
Veterans Day

The hours of the holiday shall be determined by shift. Holiday pay will be paid based on when the majority of the hours are worked on each shift. In cases where a shift extends through midnight, the holiday pay will be paid based on when the majority of the worked hours are scheduled for the holiday.

The hours of each holiday shall be from 10:00 p.m. to 10:00 p.m.\*  
At the completion of each contract year, each employee shall be paid eight (8) hours pay in lieu of an additional holiday.

(Identical to Patrolmen's Contract)

\* Amended at Executive Session to be from 9:00 p.m. to 9:00 p.m.

UNION'S FINAL OFFER:

Article X - Legal Holidays and Procedures

10.1 Time and one-half (1-1/2) shall be paid for all hours worked on any shift on the following holidays, in addition to holiday pay:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Easter

Thanksgiving Day  
Christmas Day  
Presidents Day  
Veterans Day  
Day before Christmas

The hours of the holiday shall be determined by shift. Holiday pay will be

paid based on when the majority of the hours are worked on each shift. In cases where a shift extends through midnight the holiday pay will be paid based on when the majority of the worked hours are scheduled for the holiday.

10.2 For each identified Holiday falling on an employee's regularly scheduled day off, each employee shall receive credit for an additional annual leave day off with pay.

Holidays to be effective date of award.

The Employer's offer is accepted with regard to Holidays. This is the same language that is included in the patrolmen's contract. Although the Union asserts in its brief that a careful reading of the patrolmen's contract will show that the Employer's proposed language is not identical to that in the patrolmen's contract, no difference is noted except for the hours of each holiday: 9:00 p.m. to 9:00 p.m. in the patrolmen's contract and 10:00 p.m. to 10:00 p.m. in the sergeant's contract. At an Executive Session, the parties agreed to allow the Employer to change the hours in its final offer to 9:00 p.m. to 9:00 p.m.

The Union did not present any persuasive evidence that the Command Officers should be awarded additional holidays. It is also noted that bargaining unit members have a generous allowance of days off. Sergeant Metzger testified that a bargaining unit member with 15 years seniority, such as Sergeant Dankert, would have 32 days of annual leave, a combination of vacation



days and sick days, in addition to the eight paid holidays presently included in the contract. No comparables were presented to show that officers working in other communities are receiving any additional holidays under circumstances similar to those presented here.

The Employer's offer is accepted with regard to the issue of Holidays.

UNION ISSUE #2 - LONGEVITY

EMPLOYER'S FINAL OFFER:

LONGEVITY

Upon completion of service time as a Sergeant listed below, Sergeants will receive longevity as follows:

After ten	(10) years - Three (3%) percent of Sergeant's base pay
After fifteen	(15) years - Six (6%) percent of Sergeant's base pay
After twenty	(20) years - Nine (9%) percent of Sergeant's base pay

UNION'S FINAL OFFER:

SCHEDULE "A" - WAGES

SERGEANTS

April 1, 1988-89

0-5 years of service

April 1, 1989-90

108% of the annual Patrolman category of fifteen (15) years of service

April 1, 1990-91

6-14 years of service	110% of the annual Patrolman category of fifteen (15) years of service
15-20 years of service	113% of the annual Patrolman category of fifteen (15) years of service
20 or more years of service	115% of the annual Patrolman category of fifteen (15) years of service

Longevity to be retroactive to April 1, 1988.

The Employer recognizes that there is a need to reward employees for long service by including a longevity factor in the agreement but wishes to restrict such a benefit to time spent in the rank of sergeant. The Union proposes to base longevity pay on departmental seniority and offers figures for its two comparable communities and for the Township. In the City of Saginaw longevity pay is calculated based on only the first \$9,000 per annum of the base rate. A sergeant in that City who earned \$35,151 in 1987 and had five years service would get 2% of his annual rate or \$180. That is, he would get 2% of \$9,000. After 20 years service, at 8%, he would get \$720. A sergeant working for Saginaw County in 1988 would, after 20 years of service receive \$70 for each year or \$1,400.

The comparisons made by the Union in Exhibit 5 show the difference in total wages between what a patrolman makes and what a sergeant makes in each of the three communities. That difference, however, relates primarily to the issue of wages, an issue the parties negotiated and settled, rather than to the issue of longevity. The Union's argument that employees should be rewarded for

departmental longevity has merit. Under the expired contract this concept is honored only insofar as sergeants are granted 110% of a 15-year patrolman's wages. Were the Employer's plan accepted, the effect would be to minimize longevity because that plan would recognize only years spent working as a sergeant rather than departmental seniority. The plans of both the City of Saginaw and Saginaw County are based on continuous service; they are not restricted to time spent in the rank of sergeant.

It must be noted that an officer does not enter the sergeant's rank until he has served at least several years with the Department. Officers often retire after 25 years of total service. If only time spent in the rank of sergeant were considered in calculating longevity pay, officers would receive only minimal benefits. Moreover, the Employer's offer, standing by itself, is unclear as to whether the prior wage differential would be continued, a differential of 10% between the wages of patrolmen with 15 years seniority and the wages of sergeants. The Employer's brief says that the offer would continue this differential, but the proposal alone does not. The Employer's offer also includes no effective date. For all these reasons, the Union's last offer is preferred.

Both parties agree that long service should bring with it a monetary benefit, and the Panel adopts the Union's final offer.

EMPLOYER ISSUE #1 - POSTING AND ROTATING SHIFT SCHEDULES

EMPLOYER'S FINAL OFFER:

ARTICLE VIII, WORK WEEK, WORK SCHEDULES AND TRADING TIME, Section 2, Work Schedules, (a) - All Unit personnel shall work straight shifts, the hours of which shall remain constant between postings. Patrol shift assignments shall be posted each six (6) months as follows:

The work schedule shall be posted at least fourteen (14) days in advance of the start of the new schedule and every reasonable attempt shall be made to avoid mid-term interruption of schooling.

The schedule will become effective September 1st and March 1st respectively.

Every six (6) months, each patrol sergeant's assignment and hours shall be changed.

Section 2(b) - The schedule containing the various positions to be filled shall be posted and personnel will sign their preference in the order of seniority in the blank spaces provided.

Vacancies occurring during a six (6) month period shall be filled by assignment.

Section 2(c) - The Chief of Police reserves the right to change the length of assignments to suit the needs of the department.

UNION'S FINAL OFFER:

The Union rejects any change to present contract language or practice thereby maintaining the status quo.

The Union's final offer is accepted with regard to Posting and Rotating Shift Schedules. No testimony was developed to show why it would be advantageous to require a sergeant to change his shift and assignment every six months. The Employer argues in its brief that such an arrangement would prevent work from becoming routine and would provide officers the chance to develop more fully as police officers. While such a change could be desirable, no convincing argument was presented to persuade the Panel that such a change should be made. Certainly, it might be disruptive for officers who have become accustomed to working a specific shift to be required to rotate.

The Union's final offer is accepted.

EMPLOYER ISSUE #2 - PHYSICAL, PSYCHOLOGICAL AND DRUG TESTING

EMPLOYER'S FINAL OFFER:

The Employer may order an employee to submit to a physical and/or psychological and/or drug test once every two (2) calendar years with at

least a sixty (60) day notice. The Employer may order more than one test every two (2) years or testing without a 60 day notice for just cause. The Employer will pay for all testing. No cost will be borne by the employee. An employee will not suffer any loss of wages or be disciplined without just cause.

Employees will be required to take a physical fitness test quarterly until such time as the employee passes the test. There will be no financial loss associated with failing the test at this time. See Schedule B for the physical fitness testing program.

#### SCHEDULE "B"

##### PHYSICAL FITNESS TESTING

Both parties agree that representatives from the Union and the Township will meet to discuss and agree upon a physical fitness testing program agreeable to the Union and the Township. In the event both parties cannot mutually agree upon a physical fitness testing program within 90 days of ratification by both parties, the following physical fitness testing program will be placed into effect.

A. Each employee shall, as scheduled by the Township during the months of September or October, participate in a physical fitness test as outlined below, unless excused from participation by a physician's certification. Employees who fail to successfully complete the PT test by meeting the minimum levels for their age/sex categories shall be required to retake the tests quarterly until such time as the employee passes the tests. There will be no financial loss associated with failing the tests at this time.

B. Dress. Participants shall be permitted to dress in comfortable, athletic-type clothing and wear running or athletic shoes.

C. Personnel shall participate while on duty without loss of pay.

D. Events. The physical fitness test shall consist of three events: push-ups with a two minute time limit, sit-ups with a two minute time limit, and a two mile run.

1. Push-ups. Push-ups shall be done with palms of the hand flat on the ground and toes on the ground; no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two minutes. Exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal, it is not necessary to touch the chest, chin or any other portion of the body to the ground. the body will be raised back up until the arms are fully extended. The lowering of the body and raising back shall constitute one repetition.

2. Sit-ups. Sit-ups shall be done with knees bent, hands locked behind the head, and the feet held down. Exercise will start with the participant lying with the upper body on the ground. Participant will raise the upper body until the upper body is past the vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one repetition. The exercise will have a two minute duration.

3. Run. Run shall consist of traversing a measured two mile distance within a time period.

E. Scoring. Minimum acceptable scores are as follows:

<u>Age</u>	<u>Men/Women</u>	<u>Men/Women</u>	<u>Men/Women</u>
18-25	40/18	40/27	17:55/22:14
26-30	38/15	38/25	18:30/22:29
31-35	33/14	36/23	19:10/24:04
36-39	32/13	34/21	19:35/25:34
40-45	30/12	32/19	20:00/26:00
46-50	28/11	30/17	21:00/27:00
51-55	26/10	28/15	22:00/28:00
56-60	24/09	26/13	23:00/29:00

(Identical to the Patrolmen's Contract)

UNION'S FINAL OFFER:

The Union rejects any change to present contract language or practice thereby maintaining the status quo.

The Employer's final offer, including Schedule "B" Physical Fitness Testing, is accepted as to Physical, Psychological and Drug Testing. It is true that individuals who enforce the law should exemplify lawful conduct. Moreover, the drug testing included in the patrolmen's contract should also apply to supervisors. The Employer will bear the burden of any cost involved, and no wages will be lost by officers. Requiring fitness of its officers is reasonable and sensible, and this same proposal has been accepted by patrolmen. The Employer's final offer is therefore accepted.

EMPLOYER ISSUE #3 - PROMOTIONS

EMPLOYER'S FINAL OFFER:

The old contract language on promotion should be deleted.

UNION'S FINAL OFFER:

The Union rejects any change to present contract language or practice thereby maintaining the status quo.

No evidence was presented for changing the contract language relating to promotions, and the Union's offer is accepted.



EMPLOYER ISSUE #4 - TWO STEP SALARY SCHEDULE

EMPLOYER'S FINAL OFFER:

A first year sergeant should receive two thousand (\$2,000) dollars less than the highest paid sergeant, and a second year sergeant should receive one thousand (\$1,000) dollars less than the highest paid sergeant.

UNION'S FINAL OFFER:

SCHEDULE "A" - WAGES

SERGEANTS

<u>April 1, 1988-89</u>	<u>April 1, 1989-90</u>	<u>April 1, 1990-91</u>
0-5 years of service	108% of the annual Patrolman category of fifteen (15) years of service	
6-14 years of service	110% of the annual Patrolman category of fifteen (15) years of service	
15-20 years of service	113% of the annual Patrolman category of fifteen (15) years of service	
20 or more years of service	115% of the annual Patrolman category of fifteen (15) years of service	
Longevity to be retroactive to April 1, 1988.		

The Union's offer is accepted. No evidence was presented as to why the Employer's proposal should be put into effect. In essence, it would begin a two-tier salary schedule that would not affect those already holding the rank of sergeant. The Employer's plan would result in a savings to the

Township, but no testimony was presented as to why such savings are necessary. The plan, moreover, does not state when it would become effective. Since the contract term is three years, it is assumed that the schedule would be effective April 1, 1988. The testimony did not state whether there were any first or second year sergeants as of April 1, 1988, and it is possible that the schedule proposed by the Employer could result in a sergeant's being required to reimburse the Township. The Union's plan does reduce the pay level of those sergeants with 0 to 5 years in the Department from 110% of the annual wages of a patrolman with 15 years of service to 108%, and this will represent some savings to the Employer.

The Employer offered no evidence that any comparable communities paid salary levels to sergeants based on plans similar to that offered by the Employer. The Union's offer is accepted for Schedule "A" - Wages.

#### EMPLOYER ISSUE #5 - RESIDENCY

##### EMPLOYER'S FINAL OFFER:

Current employees shall not be required to reside inside the Township. However, "new" employees hired by the Township after the effective date of this Agreement may be required by the Township to live inside the boundaries of Saginaw Township.

(Existing contract language)

UNION'S FINAL OFFER:

The Union rejects any change to present contract language.

The parties are in agreement on this issue, and the Union has no objection to the Panel's awarding the Employer's position on this issue. The Employer's final offer is accepted.

CONCLUSION:

The Panel orders the following:

UNION ISSUE #1 - HOLIDAYS

Employer's Offer

UNION ISSUE #2 - LONGEVITY

Union's Offer

EMPLOYER ISSUE #1 - POSTING AND ROTATING SHIFT SCHEDULES

Union's Offer

EMPLOYER ISSUE #2 - PHYSICAL, PSYCHOLOGICAL AND DRUG TESTING

Employer's Offer

EMPLOYER ISSUE #3 - PROMOTIONS

Union's Offer

EMPLOYER ISSUE #4 - TWO STEP SALARY SCHEDULE

Union's Offer

EMPLOYER ISSUE #5 - RESIDENCY

Employer's Offer

The parties agreed to language on Pension - Employer Contribution; Health Insurance - Non-duty Disability; Health Insurance - Duty Disability; Cleaning Allowance; and Duty Injury Compensation. Joint Exhibits 1 through 4, which are attached, are incorporated by reference. The parties also agreed that the contract is to be effective from April 1, 1988 through March 31, 1991.



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ELLIOT I. BEITNER, Chairman  
Panel of Arbitrators

Alan Luce

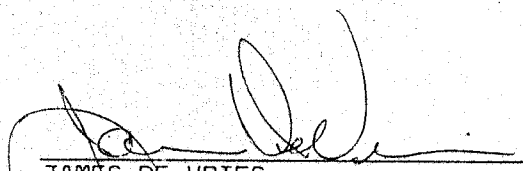
ALAN LUCE

Employer Designee concurring on

Issue(s) Union #1 - Employer #2 & #5

Dissenting on Issue(s) Union #2 -

Employer #1, #3 & #4.

  
JAMES DE VRIES  
Union Designee concurring on  
Issue(s) Union #2 Emp 1, 3 + 4 ;  
Dissenting on Issue(s) Union #1  
Emp #2-5

coverage for all bargaining unit employees. The weekly benefit shall be seventy percent (70%) of the employee's gross weekly wage. Benefits shall be payable from the first (1st) day of disability due to injury (off-the-job) or from the eighth (8th) day of disability due to illness for a maximum period of time not to exceed six (6) months.

17.3: Long Term Sickness & Accident Insurance. The Employer agrees to provide long term sickness and accident insurance coverage for all bargaining unit employees. The weekly benefit shall be sixty (60%) percent of the employee's gross weekly wage. Benefits shall be payable from the seventh (7th) month of continuing disability or until age sixty-five (65) or the termination of disability, whichever comes first according to the terms of the insurance policy.

17.4: Dental Insurance. The Employer agrees to continue the present dental program of 75%-25% co-pay and group health service dental coverage.

17.5: Pension Program. Both parties agree that the defined contribution plan currently in effect shall be maintained and that the Employer shall contribute 8% and the employee shall contribute 5% of the employee's base pay towards the pension program. Effective April 1, 1989, the Employer's contribution will be increased by 2% to a total of 10%. Effective April 1, 1990, the Employer's contribution will be increased by 2% to a total of 12%. Employees are to be provided with a schedule of benefits of the plan. The Employer and the Union reserve the right during the term of this contract to negotiate a better pension plan, if possible, subject to the approval of the employees. Any change in pension programs will not change Employer or employee contributions as stated above. Retirement from Township service shall be mandatory upon attaining 62 years of age.

After 25 years of service with Saginaw Township Police Department, employees between the ages of 55 and 65 may receive health care coverage under the plan offered by the Township by paying 50% of the COBRA rate monthly in advance.

In the event that the Federal or State Government institutes a mandatory health care plan for which the members of this unit qualify or Saginaw Township is required by Federal or State law to provide certain benefits, then those programs will supercede the provisions of this Agreement. In the event the Township has a choice of being covered by a Federal or State program or continuing its own program, the Township is free to make such election.

In any event, the program selected will be comparable to the existing Township program.

17.6: False Arrest Insurance. The Township currently has False Arrest Insurance in the amount of \$250,000 per person and \$500,000 per incident which will be maintained as long as it is available. If False Arrest Insurance should not be available, the parties will attempt to work out a solution.

17.7: The Employer agrees to pay the premiums due on hospitalization insurance and dental insurance in accordance with the following provisions:

- A. Employees on leave of absence have their insurance premiums paid by the Employer for (30) days following the month during which the leave of absence begins..
- B. Employees who are laid off shall have their insurance premiums paid by the Employer for sixty (60) days following the month during which they are laid off..
- C. Employees who are unable to work due to a non-work related disability shall have their insurance premiums paid by the Employer for one hundred twenty (120) days following the month during which the disability giving rise to their inability to work begins.
- D. Employees who are unable to work due to a work-related disability shall have their insurance premiums paid by the Employer for three (3) calendar years following the month during which the disability giving rise to their inability to work begins.

17.8: The Employer agrees to maintain all insurance coverages at not less than the current level of benefits existing at the implementation of this Agreement.

17.9: Where permitted by the Township and its underwriter, employees off on layoff, sick leave, short and long-term disability, pension and Worker's Compensation may continue to participate in the insurance programs for three (3) months following the date the Township no longer pays their insurance premiums.



ARTICLE XXXII  
PARKING LOT

A lighted parking area will be provided for members of the Union.

ARTICLE XXXLII  
BULLETIN BOARD

The Township agrees to furnish and maintain a suitable bulletin board in a convenient place for the posting of Union notices and other material.

ARTICLE XXXIV  
COPIES OF CONTRACT

The Township agrees to deliver two (2) copies of this Agreement to the Union.

ARTICLE XXXV  
CLEANING ALLOWANCE

35.1: Effective April 1, 1988, each employee shall receive a cleaning allowance of two hundred (\$200.00) dollars on or about October 1st covering the first six (6) months, and two hundred (\$200.00) dollars on or about April 1st, covering the last six (6) months of each year of this contract.

35.2: Effective April 1, 1988, all non-uniformed members shall receive an annual clothing allowance of four hundred (\$400.00) dollars.

35.3: Effective April 1, 1989, all non-uniformed members required to regularly wear a suit will receive a clothing allowance of five hundred (\$500.00) annually.

ARTICLE XXXVI  
PROMOTIONS

36.1: Employee promotions to higher paying jobs outside the bargaining unit but within the Police Department, shall be awarded on the basis of test scores, interviews, evaluations and seniority as set forth herein. The test for such position shall be obtained

ARTICLE XII  
ON DUTY INJURY PAY

- 8/23/89  
M. Hout  
C
- A. All employees injured or incapacitated in the actual discharge of duty shall receive such pay as provided for under Worker's Compensation laws of the State of Michigan.
  - B. In the event an employee is injured in the performance of his duties, and is covered by the applicable Workers' Compensation laws, the employee will receive the difference between Workers' Compensation benefits and normal full pay not to exceed 12 months. An employee will not lose leave time as a result of duty injury during this period of time.

ARTICLE XIII  
COLLEGE BENEFITS

Employees holding an Associates Degree in Police Administration from an accredited college shall receive a bonus of Three Hundred (\$300.00) Dollars per year. Sergeants with a Bachelors Degree in Police Administration shall receive a bonus of Six Hundred (\$600.00) Dollars per year. Employees who complete a Masters Degree in Police Administration from an accredited college shall receive a bonus of Nine Hundred (\$900.00) Dollars per year providing they also have a Bachelors Degree in Police Administration.

ARTICLE XIV  
PAY FOR SCHOOLING AND TRAINING

Any schooling or in-service training assigned on off-duty time will be compensated at the time and one-half (1-1/2) rate.

ARTICLE XV  
EDUCATIONAL EXPENSES

The Township shall pay the tuition and related necessary expenses for attendance at any education or training courses, which the Chief of Police may request that officers attend.