

Rec'd
2-22-84

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

ARBITRATION PURSUANT TO ACT 312
PUBLIC ACTS OF 1969, AS AMENDED

TOWNSHIP OF CANTON (Township)
or (Employer)

MERC CASE
NO. D82 J-3889

-and-

POLICE OFFICERS ASSOCIATION OF
MICHIGAN (Union)

FINAL OPINION AND AWARD

APPEARANCES:

PANEL: Mario Chiesa, Impartial Chairman
Carl Parsell, Union Delegate
John Flodin, Employer Delegate

FOR THE
TOWNSHIP: Cox and Hooth, P.C.
By: John L. Cerretani
3001 West Big Beaver, Suite 624
Troy, Michigan 48084

FOR THE
UNION: William Birdseye and Ann Maurer
Police Officers Association of Michigan
24133 Southfield Road
Southfield, Michigan 48075

INTRODUCTION

Attached hereto is a copy of an Opinion, Award and Order, or more specifically, an Interim Order, which was signed by a majority of the panel. It is of course incorporated in total herein.

A careful examination of the prior Opinion and Award indicates that the panel, in addition to deciding the first-year wage increase, reserved jurisdiction on the remaining issues which were:

second-year wage increase, third-year wage increase, gun allowance, pension, hospitalization and surgical insurance, personal days, permanent shifts and promotions.

As indicated in the attached Opinion and Award, the Union's last offer of settlement was adopted for the first-year wage issue. The Opinion and Award was issued to the parties and shortly thereafter the Chairman received a copy of a total Collective Bargaining Agreement which is attached hereto, and as will subsequently be discussed, is made a part in total hereof.

The issues which were in dispute and outstanding, in addition to the first-year wage increase, were the second-year wage increase, third-year wage increase, gun allowance, pension, hospitalization and surgical insurance, personal days, permanent shifts and promotions.

After receiving the Interim Award regarding the first-year wages, the parties submitted to the Chairman the above-mentioned proposed Collective Bargaining Agreement. It was agreed by the parties that the resolution of all the issues in question is contained in the attached Collective Bargaining Agreement.

Section 9 of the Act maintains that one of the criteria which the panel must utilize in arriving at an appropriate award and order is the stipulations entered into by the parties.

In this case it is quite clear that the parties have submitted identical positions as to each and every remaining issue.

This record also contains the Collective Bargaining Agreements for many of the comparable communities. Of course the contents of those documents were carefully considered.

In the final analysis it is evident that the parties have again acted very responsibly and reasonably in submitting the Collective Bargaining Agreement attached hereto. An examination

of this record causes the panel to conclude that it is most appropriate and proper to adopt the language in the Collective Bargaining Agreement attached hereto as the Award for each of the issues which previously were in dispute. Thus, this is done.

Additionally, it has been the practice of the Chairman to issue an order which also includes all of the tentative agreements which the parties have previously established. In this case all of those agreements are also contained in the Collective Bargaining Agreement attached hereto. In fact, the agreements attached hereto already include the interim wage award. Thus, the panel also orders that the Collective Bargaining Agreement attached hereto is part of the Final Award.

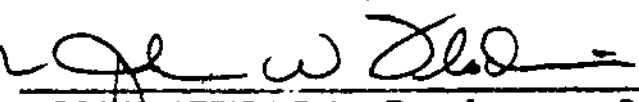
It is quite clear that the interim award dealing with the first year of wages was previously issued and while there is really no need to incorporate it in this Final Award, it is nevertheless so incorporated.

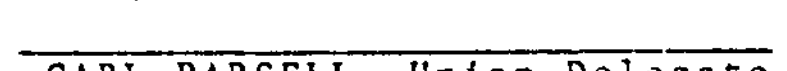
The panel must congratulate the parties in their successful attempts to deal with this dispute.

AWARD AND ORDER

The panel orders that the language contained in the Collective Bargaining Agreement attached hereto and marked as Exhibit A shall be adopted as the resolution of the issues previously in dispute.


MARIO CHIESA, Chairman

Concurred 
JOHN FLODIN, Employer Delegate


CARL PARSELL, Union Delegate

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AWARD AND ORDER

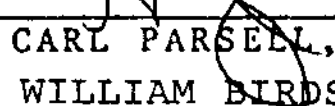
The panel orders that the language contained in the Collective Bargaining Agreement attached hereto and marked as Exhibit A shall be adopted as the resolution of the issues previously in dispute.

 2-17-54

MARIO CHIESA, Chairman



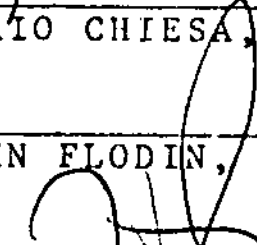
JOHN FLODIN, Employer Delegate




CARL PARSELL, Union Delegate
WILLIAM BIRDSEYE
on behalf of Carl Parsell

The panel further orders that all of the tentative agreements previously entered into by the parties and in fact the complete Collective Bargaining Agreement attached to this Final Opinion and Award and labelled as Exhibit A be incorporated herein as part of the Final Award.

 2-17-84
MARIO CHIESA, Chairman


JOHN FLODIN, Employer Delegate


CARL PARSELL, Union Delegate
WILLIAM BIRDSEYE
on behalf of Carl Parsell

The panel further orders that all of the tentative agreements previously entered into by the parties and in fact the complete Collective Bargaining Agreement attached to this Final Opinion and Award and labelled as Exhibit A be incorporated herein as part of the Final Award.

Mario Chiesa 2-17-84
MARIO CHIESA, Chairman

Concun John W. Flodin
JOHN FLODIN, Employer Delegate

CARL PARSELL, Union Delegate

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3001 West Big Beaver, Suite 624
Troy, Michigan 48084

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UNION: William Birdseye and Ann Maurer
Police Officers Association of Michigan
24133 Southfield Road
Southfield, Michigan 48075

INTRODUCTION

The Township's Police Department is staffed by one Chief, two Lieutenants, two Sergeants, five Corporals, nineteen Patrolmen and one Animal Control Officer. The bargaining unit is comprised of all full-time non-supervisory police officers below the rank of Sergeant, Animal Control Officers and Cadets. At this time there are 25 employees in the unit. The Lieutenants and Sergeants are members of a separate bargaining unit and are represented by a different Union.

The prior, and for that matter first, Collective Bargaining Agreement had a term from 7/1/79 to 6/30/82. The parties engaged in negotiations, reached impasse and the Union filed a Petition for Act 312 arbitration which was dated January 31, 1983.

Pre-arbitration meetings were held on May 3, June 21 and September 19, 1983. The hearing took place on October 4, 1983. The parties previously waived all the time limits in the statute and had agreed that the statutory procedure was properly followed and the matter was properly before this panel for an adjudication.

ISSUES AND STIPULATIONS

The parties agreed that the new Collective Bargaining Agreement would have a term from 7/1/82 to 6/30/85. Simply stated, the new Collective Bargaining Agreement would be a three-year contract. They also reached agreement regarding retroactivity of any awards. The language agreed upon by the parties states:

"Retroactivity for July 1, 1982 to June 30, 1985 shall apply only to the base wages and overtime hours but not to any other hours, premiums or other fringe benefits."

Thus, the parties have agreed there is no need for the panel to deal with the question of retroactivity.

At the time the hearing commenced on October 4, 1983, there were nine issues outstanding between the parties. They are: first year wage increase, second year wage increase, third year wage increase, gun allowance, pension, hospitalization and surgical insurance, personal days, permanent shifts, and promotions.

The parties agreed that at the October 4, 1983 hearing the panel would receive evidence regarding only the wage issue for the first year of the contract. It was agreed that this issue be characterized as economic. The parties then requested that the

panel publish an interim award on this single issue prior to the presentation of any proofs regarding the remaining eight issues. The panel agreed.

Thus, this Opinion and Award will only concern itself with the issue of first year wage increase. It must be understood, however, that this award is merely interim and that the panel has reserved jurisdiction to consider, if necessary, the remaining eight issues.

It should also be noted that the parties offered an exhibit, Joint Exhibit 2, which comprises the Collective Bargaining Agreement between them for the period in question, with the exception of those matters currently in dispute. It was further agreed that Joint Exhibit 2 shall become a part of the final award in this matter.

It must be noted that the parties have acted responsibly and have exhibited a tremendous amount of common sense in dealing with their problems in the manner in which they have. Both have worked diligently to resolve this dispute and each representative has done an excellent job.

It was also agreed that if the parties resolved the remaining issues after the issuance of the interim award, those resolutions would be forwarded to the panel and an award would be issued which encompassed all of the matters in dispute, all settlements and all agreements contained in Joint Exhibit 2.

It is clear that Section 9 of Act 312 of Public Acts of 1968, as amended, establishes the criteria, or to use the statute's phrase, "factors," which the arbitration panel shall base its findings, opinion and order. The panel is well aware of those factors and the chairman has been involved in many 312 arbitrations. So rather than display the entire section it should be noted that

they were carefully considered and will be referred to in the discussion as necessary.

COMPARABLES

One of the most relied upon portions of Section 9 of Act 312 concerns comparison of wages, hours and conditions of employment between the employees involved in the dispute and other employees performing similar services, inter alia, in public employment in comparable communities. In order to effectively apply this factor it is often necessary to determine which communities are comparable to the community involved in the arbitration.

However, in this case the parties have stipulated to the communities which will be considered comparable to the Township for the purposes of this Act.312 arbitration hearing only. Thus, again, the parties have saved themselves a tremendous amount of time and expense.

The communities relied upon by the parties are: Redford Township, Bloomfield Township, West Bloomfield Township, Wayne, Livonia, Novi, Farmington Hills, Romulus, and Plymouth.

The record contains either the Collective Bargaining Agreement for each of the communities in question or a document stipulated to by the parties which contains the information regarding this issue for the community in question.

LAST OFFERS OF SETTLEMENT

The Union's last offer of settlement seeks an 11.28% increase across the board for the first year of the contract. It appears as follows:

APPENDIX A

[REPRESENTS 11.28% INCREASE ACROSS THE BOARD]

POLICE OFFICERS (Hired Prior to July 1, 1979)

Effective

July 1, 1982 \$24,469

POLICE OFFICERS (Hired After July 1, 1979)

	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
July 1, 1982	\$20,385	\$22,106	\$23,231	\$24,469

CORPORALS 5% Above Top Patrolman's Wage

July 1, 1982 \$25,692

POLICE CADETS

	<u>Cadet III</u>	<u>Cadet II</u>	<u>Cadet I</u>	<u>Cadet I After One Year</u>
July 1, 1982	\$14,652	\$14,972	\$17,201	\$18,475

ANIMAL CONTROL OFFICERS

July 1, 1982 \$20,707

The Township's Last Offer of Settlement represents a 7.5% across the board increase for the first year of the contract.

When it's displayed it appears as follows:

Effective and Retroactive to 7/1/82:

	<u>Start</u>	<u>After 1 yr.</u>	<u>After 2 yrs.</u>	<u>After 3 yrs.</u>
Police Corporal	\$24,820			
Police Officer	19,693	\$21,355	\$22,442	\$23,638
Police Cadet I	16,616	17,847		
Police Cadet II	14,463			
Police Cadet III	14,155			
Animal Control Officer	20,004			

The July 1, 1981 rate for an officer hired prior to July 1, 1979 or an officer hired after that date with more than three years of service was \$21,989.00. The Corporals rate was 5% above the Patrolman's wage. There are many other wage figures involved, but since there are currently no Cadets and most of the officers are at the higher step, it is more than adequate to deal with the salary figures in relation to the highest paid Patrolman, which as indicated in the prior contract, received \$21,989.00 as of July 1, 1981.

DISCUSSION AND FINDINGS

One of the criteria established in Section 9 of the statute concerns the interest and welfare of the public and the financial ability of the unit of government to meet the costs.

In this regard it should be noted that the Township did not specifically state that it lacks the financial ability to meet the Union's demand. After analyzing the evidence in the record regarding the history of millages, revenues and expenditures and related data, it did come to the conclusion that adoption of the Union's position would create a greater deficit than now anticipated for 1983 which could lead to future additional millage increases, which could have a "severe negative impact on the taxpayers of Canton Township."

The Union's position is essentially that the Township has the ability to meet its demands and cannot take the position that it is poverty-stricken.

It is clear from the evidence that since 1978, when the Department became a full-time department, its revenues have grown from \$458,422.00 to a proposed 1984 level of \$2,876,000.00. Likewise, expenditures have grown from \$493,585.00 to the 1984

proposed figure of \$2,876,000.00. Surely this is reflective of the fact that the Department became full-time and grew to meet the needs of the community. In 1978-1979 and projected for 1983 there are deficits in the Department budget. However, in 1981-1982-1983 there were positive balances. It should be noted that the deficits and balances pertain only to the Police Department and do not indicate the status of the Township as a whole.

It is further clear that in 1978 the police millage was two mills, while the levy in 1983 was 4.07 mills.

The total SEV in 1972 was \$91,616,280.00. There was a steady increase to 1982 when the total SEV was \$515,721,730.00. There was a slight decrease in 1983 with the SEV falling to \$501,582,240.00.

The evidence also suggests that as a percent of expenditures the Police Department enjoys a 30% cut of the pie which is greater than any other category contained in Township Exhibit 6.

The question is: what does all the above mean? Certainly it cannot be concluded that the Township is poverty-stricken and cannot meet the demands made by the Union. To the contrary, there was no argument raised regarding the Township's ability to pay and it must be concluded that it has the financial ability to meet the Union's demand. Of course, this in and of itself does not indicate that the Union's demand should be granted, but certainly it is a criteria established by Section 9 of the statute and must be carefully considered.

Furthermore, it should be understood that the mere fact that the Township possesses the ability to pay does not mean that the cost of a proposal should be ignored. To the contrary, a proposal must be carefully studied to determine not only the current impact, but the future impact of its adoption.

In summary, while of course all other statutory criteria must be considered, it cannot be concluded that the Township is poverty-stricken and cannot bear the cost of the Union's demand. To put it in other terms, the Township does have the ability to meet the Union's demand if the demand is otherwise acceptable.

Part of this criteria also concerns the interest and welfare of the public. In this regard there was some testimony given regarding the morale of the members of the unit. While it is recognized that for the most part individuals who receive a pay increase may very well enjoy a higher morale, it must be noted that the testimony suggests that at this point the morale in the Department is rather low because of the rate of pay and possibly because of the relationship of the rate of pay to other City employees. This of course will be examined more carefully at a subsequent point. Nevertheless, it must be noted that it is in the interest and welfare of the community to have a department with good morale. This statement should not be misunderstood because obviously the community cannot be expected to bear the burden of unreasonable or unavailable pay increases under the auspices of raising morale in order to increase the welfare and interest of the public. There are of course other considerations, but certainly the morale of the Department is a valid one which cannot be ignored.

Furthermore, it cannot be found that the current millage levied on the individuals in Canton Township is out of line with similar communities. It just cannot be found that adoption of the Union's offer, if otherwise proper, would be adverse to the interest and welfare of the public.

One of the factors or criteria established by Section 9 concerns comparable communities and a comparison of the hours, wages and conditions of employment of employees employed thereby

performing services similar to those involved in the arbitration. As aforestated, the parties have stipulated as to which communities will be considered comparable to the Township for the purposes of this hearing.

Redford Township is one such community and the evidence establishes that as of 4/1/82 a Patrolman at the top step, i.e., three years of service, was receiving \$25,350.00 per year. It must be noted that neither the Union's nor the Township's last offer of settlement equals or exceeds the Redford Township figure for 4/1/82, and in fact even the Union's last offer of settlement is almost \$1,000.00 per year less.

As of 4/1/82 a Bloomfield Township Officer at the top step, i.e., fourth year, was receiving \$25,906.00 per year. Again, this figure far exceeds both the Township's and the Union's last offer of settlement.

In West Bloomfield Township a top-paid Officer, i.e., three years, received \$26,126.00 as of April 1, 1982. Again, this figure far exceeds both the Union's and the Township's last offer of settlement.

In Livonia a Police Officer at top rate, effective 12/1/81, received \$24,482.00 per year. When COLA is included this figure became \$25,001.00. Apparently this was the figure in effect on 12/1/82. Apparently while there was a wage freeze there was a roll in of COLA and other benefit increases effective on 12/1/82. Nevertheless, it is clear that the Livonia rate exceeds both the Union's and the Township's last offer of settlement for the first year of this contract.

In Wayne a top-paid Officer, four years of service, received \$25,279.00 as of 7/1/82 and \$25,835.00 as of 1/1/83. Apparently

the prior Collective Bargaining Agreement provided a top wage of \$24,663.00. Thus, the Officers in Wayne received a 2.4% increase effective July 1, 1982, and an additional 2.2% effective January 1, 1983. Again, the wage rate exceeds both the Township's and the Union's last offer of settlement.

An Officer with over 36 months of service in Farmington Hills received a wage rate effective 7/1/82 of \$26,058.00. Again, this far exceeds either the Township's or the Union's last offer of settlement.

In Novi a top-paid Officer, i.e., after four years, received \$26,000.00 as of 7/1/82. Apparently this figure increased to \$26,450.00 when COLA was added. Again, it is clear that the figure exceeds either the Township's or the Union's last offer of settlement.

In Plymouth a top-paid Officer as of 7/1/82 received \$26,394.00 and as of 1/1/83 received \$27,185.00. As in the prior cases these figures exceed the last offer of settlement tendered by either the Township or the Union.

Only in Romulus was the figure received by an Officer employed by a comparable community less than that received by an Officer employed in Canton Township and less of course than the figure supplied by either last offer of settlement. However, it appears clear that Romulus is a unique situation because it is a new department and the wage figure of \$18,700.00 represents salary for an Officer employed one year.

Frankly, it is obvious from the evidence that either last offer of settlement falls below the figures enjoyed by Officers employed in the comparable communities with of course the exception of Romulus. Certainly the Union's last offer of settlement goes much further in closing the gap between Canton Township and the comparable communities and as far as this evidence is

concerned the Union's position is clearly more acceptable than the Township's.

It is true as suggested by the Township that where available the percentage wage increases realized in the other communities is much less than the 11.28% asked by the Union, or for that matter, less than the 7.5% offered by the Township. There is no question but that both the Township's and the Union's last offer of settlement, on a percentage basis, exceeds the increases, where the data was available, realized in the other comparable communities. However, the significance of this argument is diluted by the fact that the base on which the percentage would apply is much less in Canton Township than it is in the comparable communities. Clearly this evidence favors the Union's position over that of the Township.

There was also evidence directed at comparing wages, hours and conditions of employment for employees performing similar services and with other employees generally in private employment in comparable communities. Again, the criteria is specifically mentioned in Section 9 of the statute. However, the probative value of the evidence offered is certainly in question. The data gave a general overview of what was happening in many portions of the private sector. Frankly, there is no quarrel with the Township's argument which indicates that its offer of 7.5% for the first year wage increase is more in line with the recent wages increases in the private sector than is the offer of 11.28%. However, as indicated, the evidence is very general in nature and certainly not as specific as the data provided regarding police officers employed in comparable communities. Furthermore, the statutory criteria speaks of "in private employment in comparable communities." It is unknown whether the

communities dealt with by the information supplied regarding private sector wage increases originated from "comparable communities." No such determination can be made and whatever value the evidence has must certainly be diminished by the inability to conclude that it clearly meets statutory criteria.

Statutory criteria or more correctly "factors" include consideration of the average consumer price for goods and services "commonly known as the cost of living." The evidence submitted regarding this factor includes the CPI figures for the Detroit, Michigan SMSA urban wage earners and clerical workers with 1967 equalling 100. When these figures are analyzed, it is clear that when the entire term of the prior contract is examined, it must be concluded that the wage increases contained therein did not keep pace with the increase in the CPI. However, if the CPI increase is examined only for the first salary year of the contract, it appears that the index was approximately 5%. Surely this is exceeded by both offers with the Union's offer being more than twice the percentage increase in CPI for the year in question.

Yet, it would only seem fair to examine the consumer price index in relation to the entire term of the prior contract. When this is done, even though the Union's last offer of settlement represents a rather large percentage increase, it is more acceptable in light of the CPI data than is the Township's last offer of settlement.

Another category of criteria or factors that is mentioned in Section 9 encompasses "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, etc. etc." It appears that both parties rely

upon this criteria to legitimize the use of evidence regarding increases and salary rates enjoyed by other Township employees. Apparently there are four other bargaining units in addition to the police. The evidence establishes that the highest percentage increase given any of these units was 7.5% and that was given to the Police Command Officers. So certainly in that regard the 11.28% wage increase sought by the Union is not as acceptable as the 7.5% offered by the Township.

However, there is much more to this consideration than just the above. There is a historical relationship between the firefighters and the police officers which should not be ignored.

On 7/1/79 firefighters as of 1/1/79 were making \$19,571.00. On 1/1/80 a police officer began making \$19,115.00. At that time a firefighter was making \$20,550.00. A police officer reached the \$20,550.00 figure on 7/1/80. A firefighter began making \$21,989.00 on 1/1/81 while a police officer began making that on 7/1/81. A firefighter began making \$22,869.00 on 1/1/82 and as of 7/1/82 was making \$24,469.00 which is the Union's current proposal. Thus, the Union's current proposal represents what firefighters are making, although it places police officers in that position approximately six months earlier than it did in the past. In this regard the Township's last offer of settlement would be approximately \$830.00 less than what firefighters are currently making. Certainly when the historical relationship between firefighters and police officers is examined, the Union's last offer of settlement is far more acceptable than the Township's.


When the overall compensation received by the officers as indicated in Section 9 is considered, there can be no finding that such is so extraordinary that it precludes adoption of the Union's last offer of settlement. To the contrary, in some areas


one could characterize the benefits received by these officers as being superior to others, while in other areas those received by other officers in different communities would be superior.

It is clear from the findings above that an application of the factors and criteria contained in the statute mandate that the Union's last offer of settlement be accepted. It is true that as a percentage figure the Union's offer seems rather substantial, i.e., 11.28%. Nevertheless, when examined in light of all the evidence and evaluated by the criteria and factors contained in the statute, the panel must order that the Union's last offer of settlement be adopted.

AWARD AND ORDER


The panel orders that the Union's last offer of settlement for first year wages be adopted.


MARIO CHIESA, Chairman


JOHN FLODIN, Employer Delegate

DISSENT

CONCUR


CARL PARSELL, Union Delegate
William Birdseye

DISSENT

CONCUR

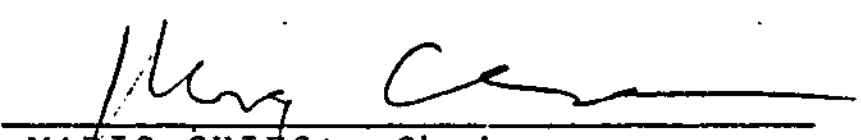
On behalf of Carl
Parsell in his absence.


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It is clear from the findings above that an application of the factors and criteria contained in the statute mandate that the Union's last offer of settlement be accepted. It is true that as a percentage figure the Union's offer seems rather substantial, i.e., 11.28%. Nevertheless, when examined in light of all the evidence and evaluated by the criteria and factors contained in the statute, the panel must order that the Union's last offer of settlement be adopted.

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DISSENT

~~CONCUR~~

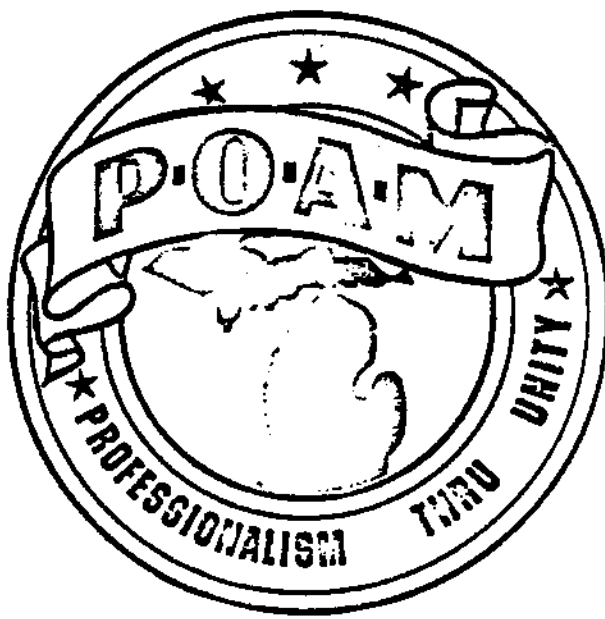

CARL PARSELL, Union Delegate

DISSENT


CONCUR

Exp

AGREEMENT
between the
TOWNSHIP OF CANTON
and the
POLICE OFFICERS ASSOCIATION OF MICHIGAN
-POAM-



Effective _____ to June 30, 1985

ARTICLE I
AGREEMENT

1.1: This Agreement, entered into this ____ day of _____, 1984, between the Charter Township of Canton, (hereinafter referred to as the "EMPLOYER" or the "TOWNSHIP") and the Police Officers Association of Michigan - POAM, (hereinafter referred to as the "UNION")

ARTICLE II
PURPOSE AND INTENT

2.1: 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 citizens of Canton Township, the Employer, the Employees and the Union; and to provide an orderly, fair and equitable means of resolving differences between the parties.

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

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

ARTICLE III
RECOGNITION

3.1: The Employer recognizes the Police Officers Association of Michigan as the exclusive bargaining representative for full-time, non-supervisory police officers below the rank of sergeant, animal control officers and cadets for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

ARTICLE IV
UNION SECURITY

4.1: Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at the time, shall be required as a condition of continued employment to either continue membership in the Union for the duration of this Agreement or pay a service fee equal to the regular monthly dues for the duration of this Agreement.

4.2: Employees covered by this Agreement, who are not members of the Union at the time it becomes effective, shall be required as a condition of continued employment to either become members of the Union or pay a service fee equal to the regular monthly dues for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.

4.3: Employees hired, rehired, reinstated, or transferred into the bargaining unit and covered by this Agreement shall be required as a condition of continued employment to either become members of the Union or pay a service fee equal to the regular monthly dues for the duration of this Agreement, on or before the tenth (10th) day following the thirtieth (30th) day following the beginning of their employment in the unit.

4.4: An employee who shall tender the periodic dues or service fee shall be deemed to meet the conditions of this Article.

4.5: Employees shall be deemed to be in compliance with this Article if they are not more than forty (40) days in arrears in payment of membership dues or service fees.

4.6: The Employer shall be notified, in writing, by the Union, of any employee who is sixty (60) days in arrears in payment of membership dues or service fees. In this notification, the Union shall request that the employee be terminated by the Employer. The Employer will then notify that employee in writing within seven (7) days, stating that if the employee does not pay the amount in arrears, within fourteen (14) days from the date notice is sent to the employee, the employee will be discharged upon the expiration of the fourteen (14) day period. This discharge shall not be subject to the grievance procedure set forth in this Collective Bargaining Agreement. This section shall apply only to employees on the active payroll.

ARTICLE V
CHECK-OFF OF UNION DUES AND SERVICE
FEES - EMPLOYEES AUTHORIZATION, REVOCATION

5.1: The Employer will deduct from the pay of each employee covered by this Agreement, membership dues or service fees, provided that at the time of such deduction there is in the possession of the Employer a written assignment executed by the employee.

5.2: The form shall include the following language:

"This assignment shall become effective upon receipt by the Township in accordance with its terms and shall remain in effect for the

duration of this Collective Bargaining Agreement; provided, however, that any employee shall have the right to revoke his assignment by written notice, signed by him, and received by the Employer by registered mail not more than five (5) days prior to the stated expiration date of this Agreement."

5.3: The Employer will deduct current membership dues and service fees, and assessments which are a uniform requirement of, all employees. The deduction shall be made from the employee's pay in a calendar month. If the employee has no pay coming for such pay period, such dues shall be deducted from his pay in subsequent pay periods in such calendar month.

5.4: The Employer will deduct from the pay of the employees in any month, only the Union membership dues or service fees becoming due and payable in the month.

5.5: All such sums deducted shall be remitted to the financial secretary of the Union not later than the last day of the calendar month in which such are made.

5.6: The Union will notify the Employer in writing of any changes of dues or service fees thirty (30) days prior to the effective date of such changes.

5.7: The Union agrees to save and hold harmless the Employer from any damages resulting from the enforcement of the provisions of this Article. In the event any action or claims are commenced against the Township to recover such sums deducted under this Article, the Union shall reimburse the Township for any amounts deducted from any employee's pay and paid to the Union by the Township that the Township is subsequently required to repay to the employee.

ARTICLE VI PAYROLL DEDUCTION

6.1: The Township shall take the necessary steps to allow, at the employee's request, and to the extent that the law permits, deductions to be made from paychecks for credit union deposits, such credit union deposits may be at the Community Federal and/or Wayne County Credit Unions.

6.2: The Township will consider township wide payroll savings bonds deductions for all employees subject to the following understanding:

- A. Employees signing up for such deductions to do so with the understanding that the deduction authorization will be in effect for one (1) year;

- B. There must be at least fifty (50%) percent or more of employees township wide signing up for such deductions.

ARTICLE VII
REPRESENTATION

7.1: Bargaining Committee. The employees shall be represented by a bargaining committee of not more than three (3) employee members. No more than one (1) member of the bargaining committee shall negotiate during his duty hours, and he shall be permitted to negotiate without loss of pay. The other bargaining committee members shall negotiate on their own time and will not be paid for negotiating by the Employer. This committee shall be selected in any manner determined by the Union. A POAM representative shall be chairman and spokesman of such committee.

7.2: This bargaining committee shall be charged with the duty of negotiating contracts. It is understood that members of the committee may, during collective bargaining, need to trade days and/or shifts with other employees, provided approval is first secured from the chief or his designated representative. Permission will not be unreasonably withheld, but in no event shall more than one (1) Officer be permitted to leave the same shift.

7.3: Representation Areas. The entire bargaining unit shall be considered one representation unit. One steward shall represent each shift. The steward shall remain on the shift to which he has been elected.

7.4: If a new representation area is established or a department expands so as to warrant additional representatives, the question shall be subject to negotiation.

7.5: Compensating Union Representatives. The Township shall recognize a grievance committee consisting of not more than three (3) members. Grievance committee members in the performance of grievance duties will be permitted to leave their assigned work, at reasonable times and with prior approval from the Chief of Police or his designated representative, and will be compensated at their regular pay for the hours worked during their regular shift. Permission for the grievance committee member to leave his assigned work will not be unreasonably withheld, but in no event shall more than one (1) officer be permitted to leave the same shift.

7.6: Notification to Employer of Union Representatives. The Union will notify the Employer in writing of the names and titles of their representatives. No representatives will be permitted to act as such until the Employer is advised that the person has become a representative.

7.7: Investigations by the Grievance Committee. It is recognized that a member of the Grievance Committee may exercise his right to investigate grievances after receiving permission to do so from the Chief of Police or his designated representative, and after appropriate arrangements have been made to relieve them from their jobs. Permission to do so will not be unduly withheld. This right must be exercised with reasonableness.

7.8: Visits by Union Representatives. The Employer agrees that, subject to the discretion of the Chief or his designate, not more than two (2) Union representatives shall have access to department premises to conduct Union business with effected employees. Permission to do so will not be unreasonably withheld.

7.9: Special Conferences. Special conferences for matters other than grievances will be arranged between the Police Officers Association of Canton chairperson and/or POAM and the Employer, or its designated representatives, upon the request of either party. Such meetings will be between the representatives of the Employer and only three (3) representatives of the Union. No more than one (1) Union representative shall attend a meeting during his duty hours, and he shall be permitted to attend without loss of pay. The other union representatives shall attend on their own time and will not be paid for attending such meetings by the Employer. It is understood that Union representatives may, in order to attend such meetings, need to trade days and/or shifts with other employees, provided approval is first secured from the Chief or his designated representative. Arrangements for such special conferences shall be made in advance and a written agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested in writing. Matters taken up at special conferences shall be held at a time mutually agreeable to the parties. This meeting may be attended by representatives of POAM.

7.10: No Discrimination Against Employees. The Township agrees that there shall be no discrimination against any employee because of his membership in the Union or because of his acting as an officer or in any other capacity on behalf of the Union.

7.11: Guarantee of Rights. The Employer agrees that they shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political beliefs and activity or for union activity, and that each employee shall receive equal and fair treatment.

7.12: Any employee called before a supervisor or an official of the Township has a right to have a Union representative present. The Employer will give the employee reasonable time to make arrangements to have the Union representative made available. The Union representative will only be paid if he is called

and represents an employee during the Union representative's regular duty time.

ARTICLE VIII
UNION ACTIVITIES

8.1: Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiations, or other mutual aid and protection, to express or communicate any views, grievances, complaints or opinions related to the conditions of public employment or betterment of police officers all free from any and all restraint, interference, coercion, discrimination, or reprisal, and so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

8.2: Officers and other representatives of the Union shall be afforded a reasonable time during the regular working hours, without loss of pay, to fulfill their Union responsibilities, including the processing of grievances and administration and enforcement of this Agreement. These employees shall not receive any overtime or compensatory time for such activities. Arrangements for taking such time will be made with the Chief of Police or his designated representative. A request for such activities will not be unreasonably withheld taking into consideration the efficiency of the department.

8.3: **UNION BULLETIN BOARD**

A. The Employer agrees to provide the Union with a union bulletin board in each Township police station. The bulletin board shall be used only for the following notices:

1. Recreational and social events of the Union;
2. Union meetings;
3. Union elections;
4. Reports of Union committees;
5. Rulings or policies of the Union.

B. The policing of the Union bulletin boards is an obligation of the Union.

C. Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political, or in poor taste, or anything reflecting upon the Employer, any of its employees, or any labor

organizations among its employees, shall be in violation of this Article and shall entitle the Employer to request the Union to remove such material.

8.4: The Union may schedule meetings on Township property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department. Sufficient notice of such meetings must be given to the Chief of Police or his designated representative. The Chief of Police or his designated representative shall have the discretion to designate the location of the meeting.

8.5: Officers of the Union or their representatives shall:

- A. Be allowed time off, with no pay, to attend the State Union and National Association conventions, provided sufficient notice is given to the Chief of Police or his designated representative so that they can schedule replacements. The time off provided shall be limited to the duration of the convention and minimal transportation time.
- B. Be allowed to attend, with no pay, Union seminars and/or conferences, provided sufficient notice is given to the Chief of Police or his designated representative so that replacements may be scheduled. Delegates to such activities may use a personal day and/or sick day to attend such meetings, it being understood that not more than one (1) delegate will utilize this leave provision. It being further understood that delegates may "trade" days to attend such activities provided the Chief of Police or his designated representative is notified forty-eight (48) hours in advance that the delegate is trading off with an equally qualified employee.

ARTICLE IX
AID TO OTHER UNIONS

9.1: The Township shall not enter into any agreement with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

9.2: Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organization represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of the Union.

ARTICLE X
MANAGEMENT RIGHTS

10.1: Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Township, or in any way abridging or reducing such authority.

10.2: The management's rights such as, but not limited to, establishing reasonable work rules, scheduling work, directing the work force, maintaining efficiency, determining reasonable hours of work, making work assignments, classifying positions, discharging or disciplining for just cause, laying employees off for lack of work or lack of funds, and taking any necessary actions in emergency situations, are recognized by the Union.

10.3: The management's right to use reserves and part-time employees is recognized. Full-time employees shall be called and used first for overtime and call-in time. However, the Employer shall not be required to call in or use a full-time employee if that employee has accumulated more than twenty (20) hours of overtime during the current week. If no full-time employees are available, the management may then use reserves and part-time employees.

10.4: Any disciplinary action will be taken for just cause and such action is subject to the grievance procedure herein set forth. In the exercise of its right to impose discipline, the Employer will abide by the principles of "corrective action" and "progressive punishment" in ordinary cases of discipline. However, it is recognized that the nature of the offense affects the severity of the penalty issued and that these principles need not be followed in cases of serious misconduct, such as, but not limited to, theft, insubordination, intoxication on duty. Any contemplated disciplinary action must be taken within a reasonable time after the occurrence of the alleged violation or knowledge thereof. Any disciplinary action will be in writing to the employee at the time of discipline and a copy will be sent to the local Union President as soon as possible.

ARTICLE XI
GRIEVANCE PROCEDURE

11.1: The following procedure will be used to adjust, settle and dispose of employee complaints.

11.2: Step 1. Any employee who feels aggrieved shall present his grievance within thirty (30) working days of its occurrence, or knowledge thereof, to his immediate supervisor or he may request his steward. In such event, the supervisor will get the steward without unreasonable delay. If discussion between the employee, steward, and the employee's immediate supervisor fails to settle the matter, it will then be reduced to writing and

presented to the employee's immediate supervisor for his written, dated, signed disposition. The supervisor will acknowledge receipt of the grievance by signing for it. This disposition must be returned within four (4) scheduled working days of receipt of the written grievance.

11.3: Step II. If the immediate supervisor's answer is not satisfactory, the grievance may be presented to the Chief of Police or his designated representative within four (4) scheduled working days after the immediate supervisor's answer is due. The Chief of Police or his designated representative shall within five (5) scheduled working days meet and discuss the grievance with the steward and/or the aggrieved employee. Within five (5) scheduled working days after such meeting, the Chief of Police or his designated representative shall answer the grievance in writing to the steward.

11.4: Step III. If the Chief's or his designated representative's answer is not satisfactory, the grievance may be presented to the Township Clerk or the designated Township representative within four (4) scheduled working days after the Chief's or his designated representative's answer is due. The Township Clerk or the designated Township representative shall within ten (10) scheduled working days meet and discuss the grievance with the Grievance Committee and/or the aggrieved employee. Within five (5) scheduled working days after such meeting, the Township Clerk or a designated Township representative shall answer the grievance in writing to the Union.

11.5: Step IV. If after reviewing the grievance the union feels the answer is not satisfactory, it may within fifteen (15) scheduled working days after the answer is due, and by written notice to the other party, request arbitration. Should the parties fail to agree upon an impartial arbitrator, then within a reasonable period of time, not more than ten (10) scheduled working days after the end of said period, a request for a list of arbitrators will be made to the Federal Mediation and Conciliation Service - (FMCS), the Michigan Employment Relations Commission - (MERC), or the American Arbitration Association - (AAA) by the Union. The parties will be bound by the rules and procedures of the arbitration service selected in the selection of the arbitrator. Nothing shall preclude the parties from attempting to settle this dispute after request for arbitration has been made.

11.6: The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

11.7: The power of the arbitrator stems from this Agreement, and his function is to interpret and apply this Agreement and to

pass upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant.

11.8: The costs for the arbitrator's services, including his expenses, shall be borne equally by the parties. Each party shall pay for its own expense.

11.9: When used in this Article, the terms "working days" and "Scheduled working days" mean the Township's regularly scheduled Monday through Friday business days, excluding any holidays observed by the Township.

11.10: No claims, including claims for back wages, by an employee covered by this Agreement or by the Union against the Township shall be valid for a period of more than seven (7) working days (Monday through Friday) prior to the date the grievance was first discussed (Step I), unless the circumstances of the case were unknown by the employee or the Union, as the case may be, and that he, or the Union, had grounds for such claim prior to the discussion in which case the claim shall be limited retroactively to a period not to exceed fourteen (14) calendar days prior to the date the employee, or the Union, first processed the grievance.

11.11: Time limits between the various steps may be waived and/or extended by mutual written agreement. If either party fails to comply with the time limits herein the grievance will be considered settled in favor of the last moving party, without precedent.

11.12: Both the Township and the Union may initiate and process grievances and either party, with the Agreement of the other party, may adjust any grievance.

ARTICLE XII DISCHARGE AND DISCIPLINE

12.1: This Article does not pertain to probationary employees. It is agreed that the maintenance of fair discipline is essential to the satisfactory operation of this department. The Employer agrees that in carrying out this function, no one will be disciplined except for just cause.

12.2: Reprimand or Layoff. Any employee being questioned or interrogated by a Supervisory officer or Township Official or any employee subject to an official reprimand, written or oral, or subject to a disciplinary layoff, suspension, or discharge, may request the presence of his steward before any questioning. The Steward will be called promptly.

12.3: All grievances involving disciplinary layoff, suspension, or discharge shall be filed in writing with the Chief or his designated representative within five (5) working days, exclusive of premium pay working days, after the layoff, suspension, or discharge is given in writing. If the employee fails to file a grievance within this time limit, the penalty shall stand as final and binding.

12.4: All grievances involving disciplinary matters shall be processed immediately in the second step of the grievance procedure, except discharge cases. When filed within the time limits, discharge cases shall automatically be set for hearing.

12.5: When any disciplinary action has been taken by the Employer against the Employee, the Union shall be given a written copy of the action taken.

12.6: Upon request of the Union, the Employer shall supply a copy of the employee's disciplinary record. Resort to the grievance procedure is the only method of "due process" available to members of the bargaining unit in regard to labor agreement matters. Bargaining unit members shall have no right to appeal to the Township Merit System Commission.

ARTICLE XIII SENIORITY

13.1: Seniority is defined as the employee's record of employment since his last date of hire with the Canton Township Police Department in a full-time permanent position.

13.2: Each employee, upon completion of his probationary period, shall be placed on the seniority list. Employees having the same hire date shall appear on the seniority list in order decided by lot upon execution of this Agreement.

13.3: Seasonal, temporary, provisional, and reserve employees shall not acquire seniority.

13.4: Differences will be made between an employee's seniority in the department and his anniversary date for purposes of vacation, longevity, sick time, and other benefits. The employee's anniversary date will be the date on which he was originally hired by the Township. His seniority date in the department will be the date he was first hired or transferred into the police department in a full-time permanent position.

13.5: Loss of Seniority. Seniority shall be broken and forfeited if an employee:

A. Quits or retires.

- B. Is discharged and the discharge is not reversed through the grievance procedure.
- C. If he is absent for three (3) days without notifying the Employer, unless it is physically impossible for him to do so.
- D. Fails to return on recall.
- E. If he is laid off for a period equal to his seniority at the time of layoff.
- F. Separation upon settlement covering total disability.
- G. Failure to return from any leave of absence as defined in this Agreement, or failure to notify the Chief of Police or his designated representative concerning inability to return from any leave of absence.

13.6: Super Seniority. Notwithstanding his place on the seniority list, the President of the Canton Township Police Officers Association shall be deemed to have the most seniority for the purpose of layoff only, providing he is able to do the available work.

13.7: Probationary Employees. A new employee shall be a probationary employee without seniority until he has completed a one (1) year probationary period starting on the date that said employee is certified, or if certified when hired, on the date of hiring. Certified officers who were members of the bargaining unit prior to July 1979 shall have time previously spent after certification as a part-time employee with the Police Department counted toward completion of their probationary period on the basis of one (1) week for each forty (40) hours worked.

13.8: Employees hired as cadets shall have a probationary period as follows. Cadets hired at level III, twenty-four (24) months; cadets hired at level II, eighteen (18) months; and cadets hired at level I, twelve (12) months. By the end of this probationary period the employee shall be terminated or entered into the seniority list of the Employer as of the first day of employment. The Employer may discharge or transfer new hire probationary employees at any time during this period. Probationary employees shall have no right to appeal to the Township Merit System Commission.

13.9: A probationary employee laid off during his probationary period, but who has been rehired within one (1) year from his last day of work, will continue his probationary period from the last day worked as if his service had not been interrupted by the layoff.

13.10: Any probationary employee rehired by the Township will be considered as a new employee and will begin a new probationary period.

ARTICLE XIV
LAYOFF PROCEDURE

14.1: When there is a definite reduction in force in the Police Department, the following shall govern:

14.2:

- A. Seasonal, part-time, temporary and reserve employees will be laid off in any order within the department affected by the reduction in force, provided the remaining seniority employees are able to perform the work with normal instructions and supervision.
- B. Probationary employees and new hires are the next to be laid off in any order within the police department, provided the remaining seniority employees are able to perform the work with normal instructions and supervision.
- C. If it is necessary to lay off additional employees, they will be laid off in reverse seniority order, provided the remaining seniority employees are able to perform the work with normal instructions and supervision.
- D. No bargaining unit employee will be hired until all laid off bargaining unit employees have had an opportunity to be recalled.

14.3: The parties recognize that these procedures may require bumping between bargaining units.

ARTICLE XV
RECALL

15.1: Recall of seniority employees will be in reverse order of layoff. Employees who are on the layoff list shall have five (5) working days from the date of notification by registered mail or certified mail within which to return to service. It is the duty of the employee to leave a correct forwarding address with the department so that the Employer can comply with this provision. During this five (5) day period, the job may be temporarily filled by the Township. If the employee is in a situation which makes it difficult for him to return within this time, he must make a request within this time for an extension by registered or certified mail. The extension will not be unduly

withheld. The Township may require proof of the reasons for the extension. If the employee fails to return during this period, he shall forfeit his seniority and rights of recall.

ARTICLE XVI
PROMOTIONS

16.1: The Employer agrees to post examination dates to establish a list of eligible employees for promotion to future vacancies for a period of ninety (90) calendar days.

16.2: The posting shall contain all relevant information as to the job requirements including education, skill, experience, rate of pay and so forth. A list of reference material from which the test is derived shall be posted at that time.

16.3: Promotions to Corporal and Sergeant will be made from qualified employees from within the bargaining unit. Qualifications for these positions will be determined on the following basis:

Written examination	70%
Oral Interview	15%
Performance Rating	15%
Seniority	1% per year up to 15%

If a new promotional position is created within the bargaining unit or the first position outside of the unit, the parties will negotiate regarding the promotional procedure for that position.

16.4: A patrolman will need two (2) years seniority within the department to test for a Corporal or Sergeant position. Separate eligibility lists will be maintained for the Corporal and Sergeant positions. The eligibility lists will be kept for one (1) year following certification of results. During this one (1) year period, promotions will be made by the Chief of Police using the results from the eligibility list and the Rule of Threes.

16.5: Once the appointment is made, the selected bargaining unit member will be given up to a six (6) month probationary period during which he will perform the job duties of the higher classification. If at the end of this six (6) month period the employee can adequately perform the job duties, he will be permanently raised to this position. The employee will receive the higher rate of pay during the time worked in the higher classification during the probationary period. If it is determined anytime during this six (6) month period that the employee cannot adequately perform the job duties, he will be returned to his prior position and the higher classification will then be re-filled according to the provisions of this section.

16.6: Cadets promoted to Police Officer will be given up to a six (6) month probationary period during which he will perform the job duties of the higher classification. If at the end of this six (6) month period the employee can adequately perform the job duties, he will be permanently raised to this position. The employee will receive the higher rate of pay during the time worked in the higher classification during the probationary period. If it is determined anytime during this six (6) month period that the employee cannot adequately perform the job duties, he will be returned to his prior position.

ARTICLE XVII
TEMPORARY OPENINGS

17.1: Temporary openings to a higher paid position may be filled by the Employer by transferring an employee or employees to the job on the basis of the Rule of Three from the existing promotional list.

ARTICLE XVIII
LEAVES OF ABSENCE

18.1: Requesting Leaves of Absence. Upon application to the Chief of Police or his designated representative, a leave of absence may be granted, without pay, to employees for thirty (30) work days. Requests for more than thirty (30) work days may be granted but only upon approval by the Township Supervisor.

18.2: Reasons for Leaves. Leaves may be granted for the following reasons, which are not all inclusive.

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and applicable legislation, may attend a recognized university, trade school or technical school for a period not to exceed one year. Written proof of school attendance must be submitted at the expiration of each semester.
- B. Sick Leave. Any employee known to be ill may be granted sick leave, without pay, for a period equal to his seniority, or two (2) years, whichever is greater. All sick leave shall be subject to such verification as the Employer may see fit to require, including an examination at any time by a physician designated by the Employer. The Employer shall pay the examination fee.
- C. Maternity Leave.
 - 1. Whenever an employee shall become pregnant, she shall furnish the Employer with a certificate from

her physician stating the approximate date of delivery.

2. She shall be permitted to continue to work in a suitable employment in accordance with her physician's recommendations.
 3. A leave of absence for child care may be granted upon request for a period not to exceed two (2) years.
- D. For National Guard duty, Army encampments, Naval Reserve cruises.
- E. Necessary time for settling an estate of a member of an immediate family (father, mother, child, spouse) outside the residency area of the employee.
- F. An employee selected to a Union position or selected by the Union to do work for the Union which takes him from his employment with the Employer may, upon written request of the Union, receive a temporary leave of absence for the period of his service with the Union. The same shall apply to members selected to a position with the State or National Union. Such requests must be made yearly. Seniority will accumulate during the leave. Such employee will be returned to the same or like job in line with his seniority.
- G. If elected or appointed to a public office, the employee shall be given a leave of absence for the term of his office and shall accrue seniority.

18.3: Returning from Leave of Absence. When returning from any leave of absence, it shall be the obligation of the employee to notify the Employer that he is returning ready, willing and able to work, three (3) working days before his return to work. For leaves of absence of thirty (30) work days duration or longer, the employee must give fifteen (15) calendar days notice of intention to return to work.

18.4: Requests for Extensions of Leaves of Absence. Requests for extension of leaves of absence must be made fifteen (15) calendar days prior to the termination of the original or extension thereof. The Employer agrees to give his answer, granting or denying the request for extension, five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.

18.5: Copies of Leaves of Absence. The union will be given copies of leaves of absence when granted.

18.6: Seniority During Leaves. Seniority shall continue and accumulate during approved leaves, except that such accumulation shall not exceed the amount of seniority the employee had at the time leave was granted, or two (2) years, whichever occurs first. No other fringe benefits will be continued or granted during the term of the leave of absence.

ARTICLE XIX
STEP UP PAY

19.1: When an employee is temporarily transferred in accordance with Article XVII the employee will receive the rate of pay of the job to which he has transferred. If an employee is temporarily transferred by management to a lower rated job, he retains his old rate if higher, for the duration of the temporary transfer.

ARTICLE XX
GENERAL PROVISIONS

20.1: Work Rules. The Employer reserves the right to publish fair and reasonable work rules from time to time. These rules will become effective within five (5) calendar days after publication. The Union reserves the right to challenge the reasonableness of any work rule through the grievance procedure.

20.2: Residency Clause. The Employer agrees that all employees will not be required as a condition of employment to be residents of the Township now or in the future. However, members of the bargaining unit should live within a reasonable distance of the Township.

20.3: Strike Prohibition. The Township agrees it will not lock out employees during the term of this Agreement. The Union and the members of the bargaining unit will not engage in or sanction any strikes, slowdowns, stoppages or delays of any nature during the term of this Agreement.

20.4: Identification Cards. Identification cards will be provided to all employees. It is understood that these cards remain the property of the Employer and upon request of the Employer, or termination of employment, the cards must be returned to the Employer.

20.5: Attendance. Employees are expected to report to work on time and to observe working hours that have been established. Employees who report to work late shall have the time deducted from their pay in multiples of 1/10 of an hour for each six (6) minutes the employee is late. Employees who are absent must notify the Chief of Police or his designated representative, unless it is physically impossible to do so at least one (1) hour

before the start of their shift. The Employer will provide a phone number for the Employee to call in the event of absenteeism.

20.6: Trading of Work or Leave Days. Subject to manpower requirements, employees shall be permitted to voluntarily trade work or leave days; provided that to insure coverage of shifts, they receive the approval of the Chief of Police or his designated representative twenty-four (24) hours in advance of this trade. It is understood between the parties that the employee originally scheduled to work shall be responsible for the attendance of his replacement and any absences of replacements shall be charged to the employee originally scheduled to work.

20.7: Rules and Regulations. This Agreement shall supercede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the Township, the Agreement shall prevail.

20.8: Copies of Agreement. A copy of this Agreement shall be distributed by the Township to all members of the bargaining unit. Distribution shall be made within thirty (30) days.

20.9: Parking for Employees. Suitable parking facilities for employee automobiles shall be provided at the police station.

20.10: Gender. While the gender referred to in various sections of this Agreement are written in the masculine, the intent of the Agreement is emphatically applied equally to both sexes.

ARTICLE XXI HOURS OF WORK

21.1: The work week is Sunday through Saturday with a total of forty (40) hours. Workday shall be eight (8) hours.

21.2: The Employer will follow its current practice regarding lunch periods.

21.3: Premium Pay.

A. Time and one half (1½) will be paid for time worked over eight (8) hours per day.

B. Time and one half (1½) will be paid for time worked over forty (40) hours per week.

21.4: Permanent Shifts.

A. Regular shift assignments, excluding special, emergency, and temporary assignments, shall be for

a period of six (6) months. Shift assignments shall begin on January 1, and July 1 of each year.

- B. Employees desiring to change shift assignments must file an application in writing with the Police Chief at least thirty (30) days prior to the expiration of each six (6) month period. Assignment to a shift will be on the basis of seniority, provided the Employer retains the right to maintain a suitable distribution of experienced and trained employees on each shift.
- C. Once an employee has been assigned to a shift, he will not be arbitrarily or capriciously transferred to a different shift during the six (6) month period of the shift. However, this in no way infringes on the right of the Employer to make special, emergency and temporary assignments based upon the operating needs of the Department.
- D. The Employer may terminate this permanent shift program at any time in its sole and exclusive discretion, provided that the Employer shall notify the employees at least one (1) full six (6) month period prior to the termination of the permanent shift program.
- E. Employees with two (2) years of seniority or less are not entitled to select a regular shift assignment. Such employees will be assigned shifts by the Chief of Police, and the Chief of Police may transfer such employees to other shifts at any time and for any reason.

ARTICLE XXII CALL BACK

22.1: Call Back. If an employee is called to work early on a scheduled work day, or is called to work on a non-scheduled work day, or is called back to work after working a scheduled work day, then he shall be given a minimum credit of two (2) hours at time and one-half (1½). If any employee is called to work on a scheduled work day less than two (2) hours prior to his normal starting time he will receive the two (2) hour minimum.

22.2: The Employer reserves the right to keep the employee the two (2) hour minimum to do available bargaining unit work.

22.3: This provision does not deal in any way with scheduled overtime, if the overtime is scheduled immediately prior to or immediately after the employee's normal work hours.

ARTICLE XXIII
COURT TIME

23.1:

- A. When an employee is required to attend 35th District Court, while not on duty, the employee shall receive a minimum of two (2) hours overtime at time and one-half (1½) for each session.
- B. When an employee is required to attend any other court or hearing agency, excluding disciplinary hearings, while not on duty, the employee shall receive a minimum of four (4) hours overtime at time and one-half (1½).
- C. The above clauses pertain only to appearances required in connection with the employee's employment.

ARTICLE XXIV
COMPENSATORY TIME

24.1: Employees shall have the option to accrue a maximum of eighty (80) hours compensatory time at time and one half.

24.2: Employees are required to give at least thirty-six (36) hours notice when taking compensatory time. The Police Chief or his designated representative may grant approval with less notice at his discretion. It is understood that the Police Chief has the right to deny the taking of compensatory time, taking into consideration the operating needs of the Department.

24.3: No more than thirty-five (35) hours of compensatory time earned in one (1) year may be carried over to the following year.

24.4: All compensatory time not taken before December 31 or scheduled to be taken after December 31 of each year, or carried over pursuant to Section 24.3, shall be paid the last pay in December. Scheduled compensatory time must be scheduled prior to December 31.

ARTICLE XXV
EQUALIZATION OF OVERTIME

25.1: Overtime hours will be divided fairly and rotated equally among employees in the same classification in the department, insofar as it is practical to do so.

ARTICLE XXVI
JURY DUTY

26.1: When an employee with one or more years of service is called to report for jury duty, he shall be paid by the Employer for each day spent performing jury duty, if the employee would otherwise have been scheduled to work for the Employer, an amount equal to the difference between the jury duty pay and his regular straight time rate, up to eight (8) hours pay, for a period not to exceed thirty (30) days in any one calendar year, and providing he submits proof of jury duty pay.

26.2: If the employee is excused from jury duty prior to the end of his scheduled work day, he will be required to return to work to complete his scheduled work day.

ARTICLE XXVII
WORKER'S COMPENSATION

27.1: Worker's Compensation. Each employee will be covered by the applicable worker's compensation laws. An employee off on a service-connected injury or sickness for which he is drawing worker's compensation benefits will be entitled to eighty (80%) percent of his base weekly earnings for a period of one (1) year, during this time seniority, hospitalization and insurance shall continue at full benefit level, all other fringes shall be pro-rata upon the employee's return to work. To qualify for this benefit, an employee must surrender his worker's compensation check to the Township, which in turn will reimburse him with a check for eighty (80%) percent of his base weekly earnings. The Township may offer such an employee a job which the employee may not refuse if such job is available in the Police Department.

27.2: An employee will also be entitled to his pension benefit for a one (1) year period provided the employee contributes 5% of his base wage to the fund during the applicable period.

ARTICLE XXVIII
MILEAGE

28.1: If employees are required to use their own cars, they will be reimbursed at the rate of seventeen cents (\$.17) per mile, excluding 35th District Court.

ARTICLE XXIX
UNIFORMS

29.1: For employees hired after July 1, 1979, the Employer will furnish the following uniform items:

- 2 pairs of pants
- 4 shirts (2 winter, 2 summer)
- 1 hat
- 1 belt
- 1 set of leather (department standards)
- 1 winter jacket
- 2 badges
- 5 sets of patches
- 1 name badge
- 1 set of black leather insulated boots

29.2: The Employee must turn in all uniform items furnished upon termination or separation prior to issuance of final pay-check. This section does not apply to employees hired prior to July 1, 1979.

29.3: All employees, excluding animal control officers, will be paid a five hundred dollar (\$500.00) clothing allowance each year, half of which will be paid semi-annually, the first pay day in December and June.

29.4: Animal Control Officers will be paid a four hundred dollar (\$400.00) clothing allowance each year, half of which will be paid semi-annually, the first pay day in December and June.

29.5: No clothing allowance will be given to an employee until he/she has completed one (1) year of service. Employee will become eligible for his/her semi-annual clothing allowance in the first December or June after completing his/her first (1st) year.

29.6: The uniform allowance will be used to repair and replace original issue uniforms.

ARTICLE XXX PENSION PROGRAM

30.1: The present Township pension plan now in effect shall continue for the duration of this Agreement for those employees hired by the Employer before the effective date of this Agreement. All employees covered by this Agreement hired by the Employer on or after the effective date of this Agreement shall be covered by the present Township Pension Plan now in effect, except that they shall not be vested in the Pension Plan until they have completed ten (10) full years of service with the Employer.

ARTICLE XXXI
LONGEVITY PAY

31.1: The Employer recognizes that years of service warrants necessary reward. Therefore, it agrees to grant the following entitlement:

31.2:

- A. Upon completion of three (3) years continuous service, employees will be paid one hundred forty dollars (\$140.00).
- B. An additional twenty-five dollars (\$25.00) a year for each additional year of service to a maximum of four hundred dollars (\$400.00).
- C. Longevity payments will be made the first pay period of December of each year.

ARTICLE XXXII
LIFE INSURANCE

32.1: Life Insurance. The Employer agrees to provide each employee with group life insurance in the amount of Thirty-five Thousand Dollars (\$35,000). New employees are covered the first of the month following date of hire.

32.2: Accidental death and/or dismemberment group coverage in the amount of Thirty-five Thousand Dollars (\$35,000) will also be provided.

ARTICLE XXXIII
HOSPITALIZATION AND SURGICAL COVERAGE

33.1: The Employer agrees to provide employees with B.C. B.S. MVF-1 with the ML Rider, Master Medical Option 1 and \$2 drug prescription rider. The Employer shall pay the full cost of this coverage.

33.2: Sickness and accident benefits as presently provided and hereinafter known as short-term sickness and accident, shall continue. In addition and supplementary thereto, the Township shall provide the following long-term sickness and accident benefits, subject to the carrier's terms and definitions and coordination of benefits provisions, as follows:

- A. Disability - due to injury either service-connected or non-service connected sickness.
- B. Elimination Period - 180 days.

- C. Maximum benefit - to age 65.
- D. Monthly benefit - 60% of wages not to exceed \$1,000 per month.
- E. Article XXVII shall prevail during first year of duty disability.

33.3: The Township shall provide future retirees with hospitalization and surgical coverage, with the understanding that retirees will have to pay 50% of the group rate. Upon reaching age 62, the Township will assume full cost of the hospitalization Medicare Program.

33.4: The Township will provide the B.C. B.S. Basic or equivalent 60/40 comprehensive Dental Program.

33.5: Liability Insurance. The Employer agrees to provide liability insurance which will protect the employee from any damage claim arising in and during the course of their duties, if such insurance is available in the market. If available, the Employer will furnish a copy of the insurance to the Union.

33.6: Optical Program. The Employer agrees to maintain a family plan optical program. The Employer reserves the right to select the carrier.

ARTICLE XXXIV BEREAVEMENT LEAVE

34.1: Bereavement Leave. Employees shall be entitled to bereavement leave with pay in event of death in the employee's immediate family as determined under paragraph 34.2.

- A. 3 calendar days if death occurs in local area.
- B. 5 calendar days if death occurs more than 250 miles from the Township.
- C. 3 calendar days for death of sister-in-law or brother-in-law.
- D. Additional time may be granted by the Chief or his designated representative in unusual or extenuating circumstances. Requests for additional time shall not be unreasonably denied.

34.2: An Employee's immediate family shall include wife, husband, mother, mother-in-law, father, father-in-law, sister, brother, son, son-in-law, daughter, daughter-in-law, grandparents, grandparents-in-law, and, in event employee was raised or

living with guardian or relative in same household, such person shall be determined as a member of employee's immediate family.

34.3: The employee may be required to furnish proof of the death and that he attended the funeral.

ARTICLE XXXV
HOLIDAY PAY

35.1: Employees will be paid for the following holidays, subject to the requirements stated herein:

New Year's Day	Day after Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Veteran's Day	Good Friday
Thanksgiving Day	Employee's Birthday

35.2: An employee must work his regularly scheduled full-time service day the day before and after a holiday to qualify for such pay, unless the employee is on medically certified and approved sick leave, vacation, or has been excused by the Chief or his designated representative.

35.3: When any of the above enumerated holidays falls on a Sunday and the following day is observed as a holiday by the State or Federal government, it will likewise be observed by the Township.

35.4: All employees covered by this Agreement, excluding animal control officers, shall be paid an additional days pay at their current rate of pay for each of the above mentioned twelve (12) holidays, in the first pay in December.

35.5: Those employees who are not employed by the Township on the date the holiday occurs, or who have failed to qualify under Section 35.2, shall not be entitled to Holiday pay for that day.

35.6: Animal Control Officers shall be paid their regular straight time pay for each holiday and will be given the day off. If the Animal Control Officer works on any of the above mentioned holidays, he shall be paid double time for all hours worked.

ARTICLE XXXVI
VACATIONS

36.1: The Employer recognizes that employees must have time off for rest and recreation. It therefore grants vacations for this purpose, subject to the following requirements:

- 36.2: The vacation period shall be from January 1 to December 31 of each year.
- 36.3: Employees will be granted time off with pay in accordance with the employee's anniversary date with the Township.
- 36.4: Employees shall be entitled to the following vacation accumulation:
- A. 1 to 4 years service - 12 work days per year (prorated from date of hire, one [1] day a month).
 - B. 5 to 10 years service - 15 work days per year (prorated one and one-quarter [1 $\frac{1}{4}$] days per month).
 - C. After 11 years of service - 20 work days per year (prorated at one and two-thirds [1 $\frac{2}{3}$] days per month).
- 36.5: Selection for vacation will be made in accordance with Department policies, with the understanding that the most senior employee will have first choice in selection.
- 36.6: If an employee becomes sick or disabled during his vacation, he may, upon notifying the Chief or the Township Clerk, and upon proper medical certification of the sickness or disablement at that time, charge the time off to his sick leave and have the period of sickness or disablement credited to his vacation time off and pay.
- 36.7: If a regular pay day falls during the time of an employee's scheduled vacation, he may receive his check before going on vacation, provided he notifies the Township of such desire two (2) weeks prior to the time he goes on vacation.
- 36.8: Employees separated from the Department due to death or retirement shall be compensated in cash for all unused vacation time accumulated at the regular rate of pay at the time of separation. An employee resigning will likewise be paid providing he gives a minimum of two (2) weeks written notice to the Chief of his intent to resign. Employees with less than one (1) year of service whose employment is terminated for any reason, or who resigns, are not entitled to any vacation benefits.
- 36.9: Employees may take their vacation as earned. Employees shall be allowed to accumulate twelve (12) vacation days and carry them over to the next year. Carrying over more than twelve (12) days will be at the discretion of the Chief.
- 36.10: No employee shall be granted a vacation until he has completed one (1) year of service.

36.11: Bonus Vacation Days. In addition, employees with at least one (1) year seniority will be granted up to two (2) bonus vacation days in any anniversary year following an anniversary year in which the employee has not used any sick time. One-half (1/2) bonus vacation day will be deducted for each day of sick time taken in an anniversary year. If an employee uses four (4) days of sick time in one (1) anniversary year, he loses both bonus vacation days for the following anniversary year. Bonus vacation days can be carried over for one (1) anniversary year.

ARTICLE XXXVII
SICK TIME

37.1: Effective the date of the 312 award or upon ratification of this contract by both parties, employees shall no longer accumulate sick days and there will be no pay-outs for unused sick time.

37.2: The Employer shall pay for all unused sick days each employee has accumulated as of the date of the 312 award or ratification of this contract by both parties. This payment shall be at the rate of pay the employee is entitled to on July 1, 1982.

37.3: The Employer shall continue the Sickness and Accident Insurance coverage as provided in Article XXXIII, Section 33.2. In addition, that coverage shall be supplemented so that, including the payments for sickness and accident insurance coverage, an employee shall receive full pay for time off work due to verifiable personal sickness or accident equal to a period of two (2) months for each completed year of service with Canton Township up to a maximum of eighteen (18) months of coverage. This coverage shall be replenished after each approved incident of use by the employee.

37.4: The employee shall also receive full pay for time off due to personal sickness or accident without providing medical certification, not to exceed two (2) work days per incident, for up to a maximum of five (5) work days per year. The employee may use other accumulated time (comp time, personal days, vacation) to supplement this sick time.

37.5: The Employer reserves the right to conduct reasonable investigations regarding an employee's use of sick time.

37.6: When it has been determined that an employee has violated the spirit and intent of the Sick Time policy, the employee shall be subject to the following provisions:

- A. All payments for sick time taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee's future earnings.

- B. Continued violation of the Sick Time policy shall be grounds for disciplinary action, up to and including discharge.

ARTICLE XXXVIII
PERSONAL LEAVE DAYS

38.1: The employees will be granted three (3) personal leave days each year for personal business. Employees are required to give twenty-four (24) hours notice prior to taking the personal leave day. The personal leave days may be taken in one-half ($\frac{1}{2}$) day increments. There shall be no accumulation of personal leave days; days not used will be paid for in the last pay period of each December. Personal leave days may not be taken the day before or the day after a holiday. In unexpected emergency situations which may arise, the twenty-four (24) hours notice will be waived upon substantiating the emergency.

38.2: Personal leave days will be pro-rated from date of hire on a quarterly basis.

ARTICLE XXXIX
NEW JOBS OR POSITIONS

39.1: Whenever a new job or position is created that has not been previously performed by the employees in this bargaining unit, the Union will be notified of the job or position, its classification and rate. These will be considered as temporary for a period of ninety (90) days. As soon as possible after the creation of any new position, negotiations shall commence, and if need be, continue for thirty (30) days. If, as a result of negotiations, the classification and rate have been agreed upon, the job shall become a permanent one. If no agreement is reached after thirty (30) days, the matter shall be processed through the grievance procedure commencing with the step before arbitration.

ARTICLE XL
SAVINGS CLAUSE

40.1: This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Township, the Union, and the employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

40.2: This Agreement shall be binding on successor and assigns of both parties regardless of changes in management, consolidation, merger, transfer, annexation and location. This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any geographic alternations.

ARTICLE XLI
MAINTENANCE OF CONDITIONS

41.1: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as changed or modified herein, be maintained during the term of this Agreement.

41.2: There will be no unilateral implementation of a mandatory subject of bargaining until it is negotiated as required by law, including Act 312.

ARTICLE XLII
DURATION AND TERMINATION

42.1: This Agreement constitutes the entire written agreement between the parties and shall remain in full force from and after date hereof until June 30, 1985.

42.2: Either party shall give written notice to the other party sixty (60) days prior to June 30, 1985 of its desire to terminate or modify this Agreement. If no notice is given by either party, this Agreement shall remain in effect.

42.3: Upon receiving such notice, the other party shall within fourteen (14) days after receipt of notice, arrange a meeting for the purpose of discussing changes in the Agreement.

42.4: In the event negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

42.5: IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of _____, 1984.

FOR THE TOWNSHIP OF CANTON

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

Gerald Radovic, Business
Agent

FOR THE LOCAL ASSOCIATION:

Ernie Sayre

Kurt Johnson

William Keppen

John Sherwin

APPENDIX A

POLICE OFFICERS
(Hired Prior to July 1, 1979)

Effective:

July 1, 1982	\$24,469
July 1, 1983	25,937
July 1, 1984	27,493

POLICE OFFICERS
(Hired After July 1, 1979)

	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>
July 1, 1982	\$20,385	\$22,106	\$23,231	\$24,469
July 1, 1983	21,608	23,432	24,625	25,937
July 1, 1984	22,904	24,838	26,103	27,493

CORPORALS
5% Above Top Patrolman's Wage

July 1, 1982	\$25,692
July 1, 1983	27,234
July 1, 1984	28,868

POLICE CADETS

	<u>Cadet III</u>	<u>Cadet II</u>	<u>Cadet I</u>	<u>Cadet I After One Year</u>
July 1, 1982	\$14,652	\$14,972	\$17,201	\$18,475
July 1, 1983	15,531	15,870	18,233	19,584
July 1, 1984	16,463	16,822	19,327	20,759

ANIMAL CONTROL OFFICERS

July 1, 1982	\$20,707
July 1, 1983	21,949
July 1, 1984	23,266

Retroactivity for July 1, 1982 to June 30, 1985 shall apply only to the base wages and overtime hours but not to any other hours, premiums or other fringe benefits.

APPENDIX I
LETTER OF UNDERSTANDING

It is understood that Section 10.3 of the Contract gives management the right to schedule reserves as long as the Reserve Officers sign the work schedule by the 15th of the month for the next month's schedule.

It is further understood that the Township will not send any additional part-time employees to the Police Academy for certification unless they are to become full-time employees. Any known special event that would require overtime will be posted in advance and all full-time certified employees will have first choice for such overtime. This Agreement does not preclude the Township from using reservists once full-time officers have been given a choice to work scheduled overtime.

FOR THE TOWNSHIP OF CANTON

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

Gerald Radovic, Business
Agent

APPENDIX II

LETTER OF UNDERSTANDING

In addition to the specific terms and conditions set forth in the Collective Bargaining Agreement, the Township of Canton and the Police Officers Association of Michigan agree that in case of a layoff in the unit, Animal Control Officer Swalley cannot be bumped by another employee with higher bargaining unit seniority.

FOR THE TOWNSHIP OF CANTON

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

Gerald Radovic, Business
Agent

APPENDIX III
LETTER OF UNDERSTANDING

In addition to the specific terms and conditions set forth in the Collective Bargaining Agreement, the Township of Canton and the Police Officers Association of Michigan agree that employees in the bargaining unit will not be required to carry guns during their off-duty hours.

FOR THE TOWNSHIP OF CANTON

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

Gerald Radovic, Business
Agent