

5/31/97

LABOR CONTRACT

between

THE CHARTER TOWNSHIP OF HAMPTON

and

POLICE OFFICERS LABOR COUNCIL

representing the

HAMPTON TOWNSHIP POLICE LIEUTENANTS

June 1, 1994 - May 31, 1997

*Hampton Township*

AGREEMENT

This Agreement is entered into this 15<sup>th</sup> day of June, 1994 with an effective date of June 1, 1994, between the Charter Township of Hampton and the Police Officers Labor Council, representing the Hampton Township Police Lieutenants. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide a peaceful and orderly means of resolving any misunderstanding which may arise, and to further set forth herein the basic and full agreement between the parties hereto concerning the rates of pay, hours of employment and other conditions of employment.

Whenever the terms "Township", "Hampton Township", and "Employer" are used, they shall refer to and mean the Charter Township of Hampton.

Whenever the terms "Union" or "Labor Council" or other similar or like terms are used, they shall refer to the Police Officers Labor Council.

Whenever the masculine pronoun, such as he, him, his, etc., is used in this contract, it shall be construed to mean his/her, he/she, him/her etc. in order to provide a gender neutral interpretation of this contract.

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ARTICLE NO. 1 RECOGNITION

Section 1. Under the provisions of Act No. 379 of the Public Acts of 1965 of the State of Michigan, the Township recognizes the Police Officers Labor Council, as the exclusive bargaining representative for the employees in the Hampton Police Lieutenants bargaining unit for the purposes of bargaining with respect to ages, hours of employment, and other conditions of employment; provided, that any individual employee at any time may present grievances to his Employer and have the grievances adjusted, without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of this collective bargaining contract or agreement then in effect, and provided further, that the bargaining representative has been given opportunity to be present at such adjustment upon request of the employee.

Section 2. The bargaining unit shall consist of all Police Lieutenants of the Township of Hampton Police Department.

ARTICLE NO. 2 RECOGNITION OF TOWNSHIP RIGHTS

Section 1. The Charter Township of Hampton, on behalf of the Electors of the Township of Hampton, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of Michigan, and in a generality of the foregoing, and not be way of limitation, the right:

1. Of exclusive management and control of the government system, its property, facility, operations, and affairs.

2. To hire employees, determine their qualifications, conditions of employment, dismissal, demotion, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the work force; and to assign duties to, and to direct all employees. To permit other employees of the Police Department (Certified Officers) not included in the bargaining unit or independent contractors to perform bargaining unit work, when in the opinion of the Township, it is necessary for the conduct of municipal services, provided, however, that the use of others shall not be for or with the purpose of eroding the work force.

3. To determine services, supplies and equipment; to determine all methods and means of distributing and/or disseminating its services; to determine methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.

4. To subcontract bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Police Department. All other subcontracting of bargaining unit work shall be subject to collective bargaining.

5. To determine the number and location or relocation of its facilities.



6. To determine all financial practices and polices, including all accounting procedures, and all other matters pertaining to public relations of the Township of Hampton.

7. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization. To manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duty and responsibilities by the Charter Township of Hampton, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with the Constitution and Laws of the State of Michigan and the United States.

### ARTICLE NO. 3 AGENCY SHOP AND DUES

Section 1. Agency Shop. Membership in the Union is not compulsory. Police lieutenants have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert pressure on or discriminate against any employee in regard to such matters. Likewise, there will be no discrimination against any employee because of membership in the Union or because of his duties as a member of the Bargaining Committee.

Section 2. Membership and Dues. (a) Membership in the

Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is required that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this Agreement by paying to the Union an amount equal to the monthly service fee of the Police Officers Labor Council.

(b) In accordance with the policy set forth above, all employees in the bargaining unit, shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present police lieutenants, such payments shall commence the effective date of this Agreement, and for the newly hired employees, the payment shall start thirty (30) days following the date of employment. If an employee fails to pay said dues and/or service fee, and is in arrears for thirty (30) days of more, the Union shall notify the Township in writing,

and the employee shall be separated from his employment as a voluntary quit.

(c) If any provision of this Agreement is invalid under Federal Law or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

Section 3. Check-Off. The Township agrees to deduct monthly in one payroll deduction, Local Lodge Membership dues and monthly service fee of the Police Officers Labor Council from the pay of each employee who voluntarily executes and files with the Township a check-off authorization form. All such dues and service fees shall be remitted to the Union with the payee designation being Police Officers Labor Council.

Section 4. Save Harmless. The Union shall indemnify and save the Township harmless against any and all claims, demands, suits, liability and any other action arising from this article or compliance therewith by the Township.

#### ARTICLE NO. 4 ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. Introduction and Definitions. A grievance is defined as a disagreement arising under and during the term of this Agreement concerning the interpretation and application of the provisions of this Agreement and/or the Township of Hampton Police Department Rules and Regulations.

In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision on the case.

Section 2. Grievance Procedure--Step One. A grievance must be submitted in writing to the Chief of Police within ten (10) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within ten (10) calendar days of the date the employee should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered grievable under this Agreement. If the Chief of Police is unavailable for the first five (5) consecutive days following the grievable occurrence, the grievance may be filed at Step 2.

The grievance shall be submitted on forms provided by the Union, dated and signed by the aggrieved employee(s) and shall set forth the facts, dates and provisions of the agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the Chief of Police shall sign and date a copy which shall be returned to the grievant and a Steward of the Union. A meeting shall be held if requested by either party.

The Chief of Police shall provide a written answer to the grievant, and/or Union within ten (10) calendar days.

In the event the written answer of the Chief of Police is unacceptable to the grievant, the grievance may be appealed in writing to the next higher step of this procedure. Any grievances not appealed within ten (10) calendar days after such answer shall be considered as dropped by the Union and grievant.

Section 3. Grievance Procedure--Step Two. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal in writing to the Township Supervisor or his/her designee in his/her absence. Within ten (10) calendar days of receipt of the appealed grievance, the Township Supervisor or designee (in his/her absence) shall hold a meeting with the grievant and the Union in an attempt to resolve the grievance. Only persons directly related to the disposition of the grievance shall be present at the meeting. The grievant may be represented by either a Steward of the Union and/or a State Labor Council representative or a legal representative. Representation of the Union shall not exceed two (2), not including the grievant. If the grievance affects more than one (1) employee, the Union shall designate one (1) employee as a representative of the group. The Township Supervisor or his/her designee may request the assistance of legal counsel or other support personnel as the Supervisor or his/her designee deems fit, not to exceed three (3) in number, including the supervisor or his or her designee. The Township Supervisor or his or her designee shall provide the Union a written answer within ten (10) calendar days of the conference. Any grievance not appealed within ten (10) calendar days after the receipt of written answer by a Supervisor or his or her designee shall be considered as dropped by the Union and grievant.

Section 4. Grievance Procedure--Step Three. In the event the grievance is not resolved in Step Two, the Union shall, within ten (10) calendar days following the conclusion of the Step Two answer, appeal to the Township Labor Committee. Within ten (10)

calendar days of the receipt of the appeal grievance, the Township Labor Committee, or designees, shall hold a meeting with the grievant and the Union representatives in an attempt to resolve the grievance. The Township Labor Committee, or designees, shall provide a written answer to the Union within ten (10) calendar days of said conference. Failure of the Township Labor Committee to render its decision within said ten (10) calendar days, shall be construed as granting the grievance unless the facts and circumstances require additional time to render a decision and the Union has been advised, in writing, of such facts and circumstances.

Section 5. Grievance Procedure--Step Four (optional). In the event the grievance is not resolved in Step Three, the Union may, within ten (10) calendar days following the conclusion of the Step Three answer, either appeal in writing to the Township Board of proceed to Step Five. In the event an appeal is made to the Township Board, it shall be heard at the next regularly scheduled Board meeting. Should the Union request that the grievance be heard at a closed session of the Board, and request is denied, the Union shall have the option to proceed with the hearing in an open session or proceed to Step Five. If the grievance is heard by the Board, the Board or its designee shall within ten (10) calendar days following the Board meeting provide the grievant and Steward with a written disposition of the grievance. Failure of the Board to render its decision within said ten (10) calendar days shall be construed as a granting of the grievance.

Section 6. Grievance Procedure--Step Five. In the event the grievance is not resolved in Step Three or Step Four, the Union may, within ten (10) calendar days following the conclusion of the Step Three or Step Four answer, as the case may be, submit the grievance to arbitration. Written notice to the Township shall constitute a request for arbitration.

The Township and the Union shall meet within ten (10) calendar days after notice of arbitration for the purpose of selecting an arbitrator. If the parties fail to select an arbitrator, the Michigan Employment Relations Commission shall be requested by either party or both parties to provide a panel or arbitrators pursuant to its rules then in effect. Parties shall attempt to select an arbitrator from this panel within ten (10) calendar days. The Union and the Township shall make alternate strikes from the panel list. If there is no selection from the list, the Michigan Employment Relations Commission shall appoint the arbitrator.

The rules of the Michigan Employment Relations Commission apply to all arbitration hearings. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument and submission of briefs. The decision of the arbitrator will be final and binding on all parties.

Fees and authorized expenses for the arbitrator shall be shared equally by the Township and the Union.

The arbitrator shall have no authority to add to or to subtract from, alter, change or modify any of the provisions of this Agreement.

The arbitrator may make no award which provides the employee compensation greater than would have resulted if there had been no violation.

Section 7. Restitution/Reinstatement. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, suspended without reasonable and just cause, the Township agrees to reinstate the employee to the employee's former position in effect on the day of discharge, demotion, or suspension. Computation for any back wages and benefits for suspensions of discharge in excess of thirty (30) days must include offsets for unemployment insurance, workmen's compensation and benefits received including wages earned with other employers during the period. A decision may be rendered to reinstate the employee without back compensation or benefit. In the event a decision of any step of the grievance procedure should find that the Township provided benefits to an employee to which he was not entitled, said employee shall reimburse the Township for the cost of said benefits, if required, and in such manner as may be set forth in the decision.

Failure of the grievant or Union to appeal any decision within the specified time limits, or any extension thereof as may be mutually agreed to in writing, shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Any grievance upon which a disposition is not made by the Township



within the time limits prescribed, except as otherwise provided in Step Three and Step Four, or except within an extension of time which may be mutually agreed to in writing, may be referred to the next step in the grievance procedure. The time limit will run from the date when time for disposition expired. All time limits referred to within this Article No. 4 which expire on a Saturday, Sunday, or holiday recognized in this agreement, or a holiday recognized by the Township Administrative Offices, shall be automatically extended to the immediately following day which is not a Saturday, Sunday, or excluded holiday.

Steps of the grievance procedure may be waived upon consent of the parties. The grievant may withdraw a grievance at any step of the procedure. The grievance(s) so withdrawn shall not be reinstated. Time limits herein provided for may be extended upon written consent of the parties.

Notwithstanding any provision of Article No. 4, the Union may commence any grievance not arising from the daily work routine directly with the Township Supervisor level of the grievance procedure as provided in Article No. 4, Section 3.

#### ARTICLE NO. 5 DISCHARGE-DISCIPLINE-DISCRIMINATION

Section 1. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is understood and agreed, however, that the Township reserves the right to suspend or discharge for serious infraction of promulgated rules and regulations or for just cause without instituting progressive discipline; provided further that in such instances nothing

contained herein shall operate to deprive the employee of the grievance procedure.

Section 2. Notice of Discharge or Discipline. The Township agrees promptly upon the discharge or discipline of any employee to notify in writing the Chief Steward or Alternate Steward and the employee of the discharge or discipline.

Section 3. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Chief Steward or Alternate Steward of the Union, and the Township will make available an area where he may do so before he is required to leave the property of the Township. Upon request, the Township or its designated representative will discuss the discharge or discipline with the employee and the Chief Steward or Alternate Steward.

Section 4. Appeal of Discharge of Discipline. Should the discharged or disciplined employee(s) consider the discharge to be improper, the matter may be referred to the grievance procedure at Section 3, Step Two of the grievance procedure.

Section 5. At any time a written charge or complaint is lodged against a member of the bargaining unit, the Chief of Police shall advise the officer involved and furnish copies of the complaint to him and the Union. Such reports shall include all charges and complaints involved and name or names of complainant and any other information reported.

Section 6. In imposing any discipline on a current charge, the Township will not take into account any prior infractions which occurred more than twelve (12) months previously or impose

discipline on any employee for mistakes or erroneous information on his employment application; specifically exempting therefrom any intentional misinformation regarding his physical or mental health, or the existence of any record of conviction for any offense.

Section 7. As a condition of employment with the Charter Township of Hampton Police Department, a lieutenant shall:

1. Maintain a valid Michigan Operator's license.
2. Maintain his/her insurability within the Township Fleet Vehicle Liability Policy.
3. Maintain his/her ability to carry a weapon.

Section 8. Any discipline or discharge of a newly hired, probationary employee will not be subject to the parties's grievance procedure contained herein.

#### ARTICLE NO. 6 SENIORITY

Section 1. Seniority shall not be affected by the race, sex, age or marital status.

Section 2.a. Newly promoted Lieutenants shall be considered as probationary lieutenants for the first year of their employment as a lieutenant, but shall continue to be entitled to all vested benefits.

Section 2.b. Newly hired Lieutenants shall be considered as probationary employees for the first year of their employment as Lieutenant and shall receive only those benefits stated herein for probationary employees.

Section 3. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of

pay, hours of employment and working conditions. Employees who are promoted from within the nonsupervisory contract unit of the Hampton Township Police Department into this bargaining unit, shall not suffer a loss of seniority in the nonsupervisory unit if the Township decreases the work force or eliminates the supervisory positions, provided the labor contracts with the nonsupervisory bargaining unit allow the lieutenants to accept employment as a nonsupervisory police officer. After one (1) year as a lieutenant, a lieutenant promoted from within the nonsupervisory bargaining unit may not voluntarily seek a demotion back to the nonsupervisory bargaining unit.

Section 4. The Township will keep the seniority list up to date and will provide the Union with a copy of said list from time to time.

Section 5. Upon satisfactory completion of the year probationary period, seniority will commence with the most recent date of employment.

Section 6. Seniority for all currently employed police officers who were hired on the same date will be based on the date said officer dated his application for employment with the Township.

Section 7. Seniority for all police officers promoted on the same date from and after the effective date of this Agreement will be based on the highest total of his testing scores. In the event of a tie, seniority will be determined by the date and time of submitting their applications.

Section 8. Any employee covered by this Agreement or would have been covered by this Agreement, who is transferred from a classification covered by this Agreement to a supervisory or other position within the Police Department of the Township which is not included within this agreement shall retain his seniority as of the date of such transfer, promotion, and shall continue to accumulate additional seniority in the collective bargaining unit while he is in the nonbargaining unit position. In case of voluntary demotion within the first year, or involuntary demotion due to lack of funds, lack of work or elimination of said position, said employee may return to this collective bargaining unit with full seniority, benefits, and privileges.

Section 9. Loss of Seniority. An employee will lose his or her seniority and employment if:

- A. The employee quits or resigns.
- B. The employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. The employee is absent for three (3) consecutive scheduled working days without notifying the Employer. After such absence the Employer will send written notification to the employee at his/her last known address the he/she has lost seniority and employment has been terminated.
- D. The employee does not return to work when recalled from layoff as set forth in the recall procedure.
- E. Failure to return at the conclusion of a sick leave or leave of absence after the expiration of the sick leave or its approved continuances or the leave of absence will be treated in the same manner as Section C above.
- F. The employee retires or dies.
- G. The employee is laid off for two (2) years or for the length of time equal to the employee's seniority whichever is the lesser.

H. The employee fails to maintain his/her M.L.O.T.C. certification.

ARTICLE NO. 7 LAYOFF DEFINITION AND RECALL PROCEDURE

Section 1. The word "layoff" means a reduction of the work force.

Section 2. Any employee covered by this Agreement or would have been covered by this Agreement, who is transferred from a classification covered by this Agreement to a supervisory or other position within the Police Department of the Township which is not included within this Agreement shall retain his seniority as of the date of such transfer or promotion and shall not continue to accumulate additional seniority. In case of voluntary demotion within the first year, or involuntary demotion due to lack of funds, lack of work, or elimination of said position, said employee may return to this collective bargaining unit with full seniority, benefits and privileges.

Section 3. Employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days notices of layoff. The Union will receive a list from the Township of the employees being laid off on the same date the notices are issued to the employees.

Section 4. When the work is increased after a layoff, employees will be recalled according to their seniority with the last person laid off being the first person recalled.

Section 5. Notice of recall shall be sent to the employee at his/her last known address by certified mail. It shall be the responsibility of any employee laid off to keep the Township

advised of his/her current mailing address. Any notice not actually received by an employee due to his/her failure to keep the Township notified of his/her current address, shall relieve the Township of any responsibility to recall said employee.

Section 6. If an employee fails to contact the Chief of Police within three (3) days of receipt of said notice of recall he or she shall be considered a voluntary quit.

#### ARTICLE NO. 8 UNION ACTIVITIES

Section 1. Bargaining Committee. The bargaining committee of the Union will include not more than two (2) employees of the Township; however, no more than one (1) of the two (2) Township employees may be on duty at any time negotiations are necessary. The Union may also have present for purposes of negotiations, two (2) nonemployee representatives. Prior to any negotiation meetings between the Township and the Union, the Union will furnish the names of all members of the bargaining committee to the Township.

Section 2. In the event that negotiation meetings are held at the time when an employee representative would normally be on duty, said employee will be paid at his regular rate but only for those hours that he would normally have been working. When computing overtime for such employees, normal working hours spent in negotiations will be counted just as though they were spent on duty.

Section 3. The two (2) employee representatives on the bargaining committee shall also be designated by the Union to act

as the Chief Steward and Alternate Chief Steward (only in the absence of the Chief Steward), for the purpose of processing grievances.

Section 4. In the event that it becomes necessary for the steward to process a grievance on what would be normal duty time, he shall be paid at his regular rate for that time just as though he was working; PROVIDED, HOWEVER, such time spent must be kept at a minimum and be reasonable, and PROVIDED FURTHER, the steward must advise and receive permission from the Chief of Police or his representative prior to removing himself from duty.

Section 5. The Township agrees that accredited representatives of the Union, whether local, state or national representatives, shall, with prior approval of the Township and/or Chief of Police, have reasonable access to the premises of the Employer at any time during working hours to conduct business relating to administration of this Agreement. Such representatives shall give advance notice of their desired meeting in writing to the Chief of Police or his designated representative, and will arrange a time and place for the meeting. Such visit shall not interrupt the normal work activity of the department and shall be limited to a reasonable length of time.

Section 6. Bulletin Boards. The Employer shall provide space on bulletin boards at the Hampton Township Police Department for the posting of Union business only, and provide the Chief of Police a copy of the notice before posting.



#### ARTICLE NO. 9 MEETINGS

Section 1. Special meetings between the Township and the Union may be held at any time upon the mutual agreement of the parties. Requests for special meetings must specify the time or items to be discussed and no other business except that set forth in the request may be discussed at such meetings.

#### ARTICLE NO. 10 RESIDENCY

Section 1. All employed police lieutenants shall reside in the Charter Township of Hampton limits as a condition of continued employment. All police lieutenants hired after the effective date of this agreement must establish residency within one (1) year after completion of their probationary period.

#### ARTICLE NO.11 RULES AND REGULATIONS.

Section 1. It is recognized that the Township has retained the right to make such rules and regulations, not in conflict with this agreement, as it may from time to time deem best for the effective and efficient operation of the Police Department, and after advanced written notice thereof to require compliance therewith. The Union reserves the right to question the reasonableness and enforcement of the Township's rules and regulations through the grievance procedure, within the time limitations as prescribed in Step One of the grievance procedure found in Article 4. If, however, uniform rules and regulations, with respect to disciplinary action, are drafted and approved by

both the Union and Township, such approved rules and regulations shall become part of this agreement.

ARTICLE NO. 12 AUTHORIZED LEAVE

Section 1. Reserve Units. Regular full-time employees will be granted time off of up to two (2) weeks in any given year for active duty in military reserve units or National Guard. Employees will be paid for this, however, any pay received for this service by the employee will be turned over to the Township.

Section 2. Military Leave. Regular full-time employees who are called into military service by conscription or by involuntary call from the reserves into active duty are granted leave without pay for the duration of the service. Upon return from military service the employee shall be afforded all rights then conferred by applicable state and federal law.

Section 3. Educational Incentive Leave. If a nonprobationary employee upon approval of the Chief attends college and takes police related courses, the Township agrees to reimburse the employee up to twelve (12) credit hours per year for books and tuition upon proof of completion of the course and of proof of obtaining a grade of "C" or better, and provided that it does not interfere with the employee's normal work schedule.

Section 4. Leave for Labor Council Meeting. A one (1) day leave with pay each contract year will be granted to one (1) member of the Union to attend the Labor Council meeting.

Section 5. Required Classes. Employees who attend classes which are mandated by the Township shall receive their regular pay

for such day provided they are otherwise scheduled to work. Tuition and course materials for such mandated classes will be paid for by the Township. When mandated classes are held in another city, encompass more than one (1) day, and due to class scheduling it is unreasonable for the employee to return home. The Township will also pay for reasonable food and lodging. In the event the Township does not provide transportation, the employee shall receive transportation expenses at the rate of \$.25 per mile, provided, however, that if more than one (1) employee attends such classes only one (1) employee will be entitled to such expenses.

Section 6. Personal Leave. An employee desiring a leave of absence from his employment shall secure written permission from the Township. The Township may grant such leave in its discretion for a period of time up to, but not in excess of six (6) months. No benefits will accrue during such leaves, and the Township will not be obligated to continue payment of insurance premiums, make any pension contributions, or continue dental and optical coverage. The employee must make suitable arrangements for continuation of insurance payments before the leave may be approved by the Township.

Seniority will be frozen as of the last day worked and will not accrue during such leave. During the period of absence the employee shall not engage in gainful employment unless previously authorized by the Township. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

Section 7. Sick Leave. When an employee is unable to work because of proven illness or injury which is not work related, seniority will continue to accrue for one (1) year or length of seniority, whichever is shorter, and will be frozen thereafter for a period of one (1) year or length of seniority, as of the last day worked, whichever is shorter.

Section 8. Workers' Comp Leave. When an employee is unable to work because of a compensable work related illness or injury, seniority will continue to accrue for the length of seniority as of the last day worked, and will be frozen thereafter until such time as the employee may terminate his employment by redemption of a claim under the State Workers' Compensation Act.

#### ARTICLE NO. 13 COURT AND CALL IN TIME

Section 1. Court Time. Employees shall be paid at their regular hourly rate of pay when required to appear in court while on duty. When employees are required to appear in court or at an implied consent hearing during off duty hours, they will be paid for actual hours involved, but at least a minimum of two (2) hours, at the rate of one and one half (1 1/2) times their regular rate of pay, provided, however, that if the employee's regular shift should start while at attendance in court or at such hearings, he will receive premium pay only for that time up and to the start of his assigned shift. Court time will be compensable only when it is the result of the employee's official duties as an employee of Hampton Township.

Section 2. Call In Time. Employees who are subject to call in during their off duty time, shall be paid at their regular rate of pay up to forty (40) hours in a week and thereafter at the rate of one and one half (1-1/2) times their regular rate of pay, with a minimum of two (2) hours per call back. If, however, an employee is called in while on a scheduled vacation day, said employee shall have the option to either (1) work said day at the rate of pay hereinbefore provided and schedule another vacation day, or (2) work said day at the rate of one and one half (1 1/2) times his regular rate of pay, receive vacation pay, and be credited for the taking of a vacation day.

Section 3. Compensatory Time. With the Chief's approval, employees may elect to earn compensatory time off in lieu of off duty court pay and/or overtime. This compensatory time shall be by mutual consent of the employee and the Chief. Compensatory time off shall be paid at the employee's overtime rate of one and one-half (1 1/2) times their regular rate of pay. An employee must use his or her compensatory time within sixty (60) days from the date it was earned unless approved otherwise by the Chief, or the Township shall pay employee for said compensatory time.

Section 4. Jury Duty. Employees shall receive full pay while on jury duty during scheduled work hours. However, pay received for jury duty during working hours shall be turned into the Township in order that there is not greater income during the period of jury duty than regular base pay.

ARTICLE NO. 14 FUNERAL LEAVE

Section 1. Funeral leave hours pursuant to this Article are for the express purpose of arrangements and attendance at the funeral.

Section 2. In the event of the death in the immediate family an employee, otherwise scheduled to work, shall be allowed up to three (3) days paid leave beginning with the day of death and terminating with the day of the funeral. The immediate family means current spouse, child, parent, brother, sister, grandchildren, grandparents, current father-in-law, current mother-in-law, stepchildren, or permanent member of the employee's family. In unusual circumstances, upon the approval by the Chief of Police or his designee, the leave will be extended to, but not in excess of five (5) working days, without pay for the additional two (2) days.

Section 3. One (1) day paid leave will be allowed for attendance at the funeral, if an employee was otherwise scheduled to work, for current sister-in-law, current brother-in-law, aunt, uncle, niece or nephew of the employee.

ARTICLE NO. 15 SICK DAYS

Section 1. Sick leave is accrued at the rate of one (8 hour) day per month (12 per year). Sick leave must accrue up to sixty (60) days before an employee will be paid for the days (8 hours) accumulated beyond the sixty (60) days at the end of the year. Payment of these days will be at the employees rate of pay

at the end of the contract year.

Section 2. Employees shall report their absence due to illness at least two (2) hours prior to the beginning of the work shift to their Chief or other authorized person by themselves or by another person.

Section 3. The Employer may request a doctor's statement of illness if it is felt necessary. The employer may also require a doctor's statement of release if the sick leave is for an extended period of time.

Section 4. Upon attaining the age of retirement and retiring, or upon medical retirement the employee shall be paid for such unused sick or personal days at his regular rate of pay. In the event of death, such unused sick or personal days shall be paid to the employee's spouse. If he has no spouse, payment will be made to a previously designated beneficiary or to his estate.

In the event of a voluntary quit by the employee under honorable circumstances, the employee shall be paid for one third (1/3) of his remaining accumulated sick days at this regular rate of pay.

#### ARTICLE NO. 16 WORKERS' COMPENSATION

Section 1. Each employee shall be covered by applicable Michigan Workers' Compensation Laws and as amended from time to time. Any employee who becomes injured during the performance of the employee's duties shall report that injury immediately to his or her supervisor. If necessary, said employee shall report to a

physician.

Section 2. In the event an employee is injured or becomes ill, and said injury or illness is work related and is compensable under the Workers' Compensation Laws, the Township will, for the first week after said injury or illness occurs, pay a supplemental benefit to the employee so that the employee will receive for said week, when combined with any other sickness and accident benefits provided for by the Township, 100% of his normal gross wages.

Section 3. Further, it is expressly understood that employees may supplement any workers' compensation insurance benefit by using their sick leave benefit as provided in Article 15. However, employees may not request payment for more than five (5) sick days per week, and such requests shall be made in writing on a Township approved form. Under no circumstances, shall the combination of workers' compensation insurance benefits and sick days exceed one hundred percent (100%) of the employee's regular salary.



ARTICLE NO. 17 HOLIDAYS AND HOLIDAY PAY

Due to the organizational structure of the police department as set forth in this contract, it is the policy of the Township to rotate holiday coverage between the lieutenants so as to provide equal holiday treatment. It is intended that either of the lieutenants shall work or remain on call for all holidays.

Section 1. Employees shall be granted the following holidays:

(Full Holidays)

New Year's Day

Easter

Memorial Day

July Fourth

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

All employees shall also be entitled to take their birthday as a holiday. Said holiday may be taken on the day of the employee's birthday or at any time within a period of thirty (30) days thereafter, provided the employee has made a written request with the Chief at least one (1) week prior to the day the employees desires to take off, and the day requested has been approved.

Section 2. Holiday Pay. Employees shall be paid for eight (8) hours at their regular rate of pay for each of the specified

full holidays, whether he works on these days or not.

If an employee works on any holiday, he shall be compensated at one and one half (1 1/2) times his regular rate of pay for that day in addition to his holiday pay.

In order to qualify for holiday pay, an employee must work his regularly scheduled work day immediately preceding as well as following the holiday, provided, however, an employee who has sustained an injury (occupational or otherwise) or becomes ill (proof of illness required) during the payroll period in which the holiday occurs, or is specifically excused by the Chief of Police, will be paid for said holiday.

Section 3. Due to the rotating of holidays between the lieutenants, if the employee must remain on call for a holiday and does not otherwise work on that holiday, he or she shall receive an additional two (2) hours compensation based on his or her rate of salary.

Section 4. Employees shall receive eight (8) hours regular pay for each of the full holidays listed in Section 1 of this article whether he works said holiday or not, but these hours will not be counted as hours worked when computing overtime pay.

#### ARTICLE NO. 18 VACATIONS

Section 1. All employees shall become eligible for vacations, with pay, in accordance with the table set forth below, when they have attained one (1) year seniority or more pursuant to said table, provided they have been actively employed for at least

nine (9) months during the last preceding year. Effective with each employee's second year of employment, he may take his vacation after he has compiled nine (9) months of active employment since his last anniversary date.

YEARS	DAYS VACATION
1-3	10
4	11
5	12
6	13
7	14
8	15
9	16
10	17

Upon completion of 11 years of service, employees shall receive one (1) additional vacation day each anniversary date of hire for a maximum of twenty-two (22) days.

Section 2. Vacation preference shall be by seniority within this unit, and all vacation requests shall be in writing and approved in advance by the Chief of Police or his designee.

Section 3. If a holiday falls within an employee's scheduled vacation, said holiday shall not count as a vacation day and the employee will be entitled to holiday pay for said day.

ARTICLE NO. 19 PERSONAL PAID ABSENCE DAYS

Each lieutenant shall be entitled to three (3) personal paid absence days each contract year. Requests for said days shall be made in writing with as much advance notice as possible to afford property scheduling, and it shall be subject to approval by the Chief of Police, or designee. If an employee does not use said days during the contract year, said employee shall be paid for any unused days at his regular rate of pay for said year within one (1) month after the end of the contract year. Newly hired (not promoted) employees shall not be entitled to said days until after the first ninety (90) days of employment.

ARTICLE NO. 20 HOURS AND RATES OF PAY

Section 1. Work Day and Work Week. A regular work day shall consist of eight (8) continuous working hours, a regular pay period shall consist of forty (40) hours.

Section 2. Overtime. All hours worked in excess of eight (8) hours in a day and forty (40) hours in a pay period shall be considered overtime and shall be paid at one and one-half (1 1/2) times the regular rate of pay. Overtime payments shall not be pyramided. Vacation days, funeral leave days, sick days under Article 15, and personal absence days under Article 19, for which an employee is compensated but does not work, shall be counted as hours worked. Holidays not worked will be paid at eight (8) hours straight time only and not counted as hours worked.

Other than schedule overtime, or overtime which occurs as a

result of a police officer completing his normal assigned shift duties, or overtime otherwise provided for in this agreement, no overtime is to be performed unless authorized in writing by the Chief of Police or his designee.

Scheduled overtime will be equalized as best possible. Refused scheduled overtime hours will not, however, be credited or counted as hours worked for purposes of distributing or requiring scheduled overtime.

Section 3. Every effort will be made to post the regular shift assignments at least two (2) weeks in advance. It is understood and agreed, however, that the Chief of Police or his designee may make changes so as to provide for the adequate staffing of the department.

Section 4. Regular normal shift assignments will be made on the basis selected by lieutenants in accordance with their seniority. Said shift selections and assignments will be made every three (3) months. It is understood and agreed, however, that the Chief of Police or his designee may alter and change said assignments as required, on a temporary basis, for such reasons as, but not limited to, training, vacations, illness, leaves of absence, special assignments, and other reasons which may require the changes so as to provide for the adequate staffing of the department.

ARTICLE NO. 21 UNIFORMS AND EQUIPMENT

Section 1. The Township will provide each police officer with the following uniforms.

New employees will receive in their first year of employment:

4 pair of pants

6 summer shirts

6 winter shirts

1 light weight jacket

1 winter weight jacket

2 ties

leather goods

1 pair of lined leather gloves to be selected by the Chief of Police. Replacements available upon presentation of worn or destroyed gloves.

Hat

1 pair of pull-on over-boots

1 rain coat

1 insulated vest

1 cap (rain cover)

For each fiscal year hereafter of this contract, up to two (2) new sets of uniforms (2 shirts, 2 pants) on an as needed basis. After a police officer has accumulated six (6) sets of uniforms, to be eligible to receive new uniforms, a police officer will be required to return old or worn uniforms or provide justifiable reasons for not returning. Exchange of new uniforms shall be limited to a maximum of up to two (2) uniforms per year. At the employee's option, he/she may request to trade or if a

trade is not yet necessary, receive as a uniform, Township approved fatigues, which are to be worn only in circumstances as approved by the Chief of Police. Fatigues are not intended for general regular road patrol or where one is likely to have regular contact with the public. Jackets will be replaced when worn; however, in no event more than one (1) jacket per year will be replaced. Employees shall receive one (1) complete dress uniform as approved by the Employer as one (1) of the six (6) sets of uniforms provided by the Township.

Section 2. The Township will provide each officer with the following equipment:

- 3 badges
- 1 hat insignia
- 1 H.T.P.D. collar brass
- 1 whistle
- 1 name plate
- 1 I.D. wallet
- 1 9 millimeter handgun
- 1 holder
- 1 handcuff case
- 1 set of handcuffs
- 1 key ring
- 1 night stick holder
- 1 flash light
- 2 ammo pouch (speed loader)
- 1 gun belt

1 garrison belt  
4 belt keepers  
1 bullet proof vest  
1 tie clip

Section 3. The Township shall pay for the cleaning of all uniforms and the repair and/or replacement of all equipment.

Section 4. For those employees who wish to purchase and wear while at work Township approved uniform shoes, the Township will reimburse the employee \$75.00 every two (2) years for shoes so purchased. Said shoe allowance shall not be cumulative.

Section 5. The Township shall be responsible for the following personal property damaged or lost in the line of duty, such as prescription glasses, contact lenses, etc., which are not otherwise covered by the Township insurance. Watches and jewelry shall not exceed \$25.00 maximum value. The Chief or his designee shall be immediately notified of any loss or damage to Township provided equipment so same may be replaced or repaired.

#### ARTICLE NO. 22 INSURANCE PLANS

Section 1. Insurance. The Employer shall pay one hundred percent (100%) of the monthly premium cost for the Blue Cross and Blue Shield Preferred Provider Organization (PPO) plan in existence as of the date of the signing of this Agreement. Employees also have the option of continuing the Blue Cross and Blue Shield plan that existed prior to the date of the signing of this Agreement, by paying the difference in monthly premium costs



over the PPO plan through payroll deduction. New employee coverage shall commence as of the first open enrollment date under the insurance policy after the beginning of employment. The Township reserves the right to seek like or better coverage with other companies.

Section 2. Sickness and Accident. The employer shall provide sick and accident insurance of Three Hundred Fifty (\$350.00) Dollars per week for fifty-two (52) weeks for all employees, including probationary employees, coverage to commence as of the first open enrollment date under the insurance policy after employment. Coverage will be provided for the first day of accident or hospitalization and the eighth day of illness. This insurance is subject to the employee's insurability set forth in the policy, which policy is incorporated herein by reference.

If the employee has not received his or her sick and accident benefit within four (4) weeks of the time it is accrued and the employee can demonstrate to the employer that he or she has submitted all appropriate forms and papers necessary for the processing and insurance approval of said claim, and through no fault of the employee, he or she is not receiving his or her benefit due, then in such event, the Township may advance the Three Hundred Fifty Dollar (\$350.00) per week benefit, excluding necessary withholdings, to the employee on the condition that the employee assign to the employer any rights to the benefits in an amount equal to the amount advanced by the Township and further the employee agrees to reimburse or indemnify the Township for

said monies advanced.

Further, it is expressly understood that employees may supplement any sick and accident benefit by using their sick leave benefit as provided in Article 15. However, employees may not request payment for more than five (5) days per week and such requests shall be made in writing on a Township approved form. Under no circumstance, shall the combination of accident and sick day exceed 100% of the employee's regular salary. If the employee does not submit a written request, he or she shall be paid for sick days equal to the number of days missed from work, however, in no event shall payment for sick days exceed the number of sick days the employee has accumulated in his or her sick day bank.

Further, an employee upon the return from a sick or accident leave may in the employee's option buy back any sick days used during said leave. It is expressly understood that the employee, in order to reacquire and bank said sick days will reimburse to the Township all actual expenses incurred by the Township in providing payment for said sick days used.

For example, said expenses will include, but are not limited to, social security withholding paid by the Township, pension obligation paid, unemployment taxes, workers' compensation premium and administrative costs. As of the time of this contract, it is estimated that for every dollar received by the employee for sick day benefits, it will be necessary for the employee to reimburse the Township \$1.38. This figure is for example only and is not binding as it is expressly understood and agreed that the employee

will reimburse the actual expense incurred which may be increased. The Township reserves the right to seek like or better coverage with other companies.

Section 3. Life Insurance. The Employer shall provide and pay for Twenty Thousand Dollars (\$20,000.00) of life insurance for all employees, including probationary employees, coverage to commence as of the first premium period month after employment. Said policy shall provide for double indemnity for accidental death. The Township reserves the right to seek like or better coverage with other companies.

Section 4. Continuation of Coverage. If an employee is on leave of absence because of illness or injury which is not work related, the Township will continue to pay premiums for hospitalization insurance, sick and accident insurance, and life insurance, and continue dental and optical coverage for the premium period month in which the leave occurs, plus three (3) additional premium period months.

If the leave is because of a compensable work related illness or injury, the Township will continue to make premium payments for hospitalization insurance, sick and accident insurance, and life insurance, and continued dental and optical coverage for the premium period month in which the leave occurs, plus twelve (12) additional premium period months. Premium payments of hospitalization insurance only will be continued by the Township for an additional six (6) months thereafter. If a compensation settlement specifically reimburses an employee for dental and

optical benefits provided by the Township, the employee will reimburse the Township and the same shall be credited to the employee's dental and optical account.

Notwithstanding the foregoing, continuation of the above benefits will cease as of the date the employee loses his seniority or terminates his employment.

If an employee is suspended for thirty (30) days or less, the Township will continue to pay premiums for hospitalization insurance, sick and accident insurance, and life insurance, and continue dental and optical coverage for said period of suspension. If the suspension exceeds thirty (30) days, the employee may make arrangements with the Township to continue specific insurance coverages after the thirty (30) days by payment to the Township of the insurance premiums required. If an employee is made whole by any grievance procedure decision, the employee will be reimbursed for any premium payments.

Any insurance and dental and optical benefits that have not been specifically addressed within this Article No. 22 as to terms of coverage or continuation, or as otherwise provided in this agreement, shall not be provided during any period, or for any reason or cause, that the employee is not actively employed by the Township and working, actively employed or being on the active payroll meaning any time an employee is issued a payroll check by the Township.

An employee at his or her option upon retiring may continue their life insurance benefit if available from the insurance

carrier, provided that the employee pay all premiums associated with the continuation of said coverage.

Section 5. Professional Liability Insurance. Liability insurance shall be maintained at least at its present level by the Township as of May 18, 1987. If liability insurance is unavailable in the future, the Township shall notify the Union in writing and a special meeting held regarding the professional liability insurance issue. The Township reserves the right to seek like or better coverage with other companies.

Section 6. Long Term Disability Insurance. The Township has established a long term disability insurance program for all employees covered by this Agreement. Complete terms of the program, such as, but not limited to, eligibility, coverage and amount of payments; shall be as set forth in the policy. Cost of premiums to implement and continue coverage shall be paid by the Township. The Township reserves the right to seek like or better coverage with other companies.

#### ARTICLE NO. 23 RETIREMENT PLAN

Section 1. The retirement plan in existence will prevail. Employees are required to contribute 5% of base wages as required by the Township. The Township will contribute 5% \* or such increased amount as may be amended by future Board action.

When an employee is granted a leave of absence prior to retirement, whether personal or for non-work related illness or injury, or work related compensable illness or injury, pension

\* The second year of the contract (95-96) the retirement portion paid by the township will be 10% - and will continue at the ins. level. and id

contributions, except as otherwise herein provided, will cease and the pension fund will be frozen upon the employee's receipt of his last active payroll check. Participation will commence again upon an employee's return to the active payroll. When an employee is on a leave of absence because of a work related illness or injury, the employee may, for a period of one (1) year, continue to make his required contribution, based on his base wage, and the Township will continue to make its required contribution. Payments must be received by the Township each month prior to the time the total monthly contribution must be made to the Plan. Contributions by the employee must be continuous and one discontinued may not be made again.

Section 2. Upon retirement from the Township at age 50 or older, the Township will pay, for those employees with twenty-five (25) or more years of service with the Township, and their current eligible spouse only, the full monthly premium, for the medical insurance provided in Article 22, Section 1 hereof. Upon attaining age 65, premium payments will be full cost of Medicare Supplement, employee and eligible spouse only.

Section 3. The parties agree to discuss alternative retirement plans during the term of this 1994-97 agreement.

#### ARTICLE NO. 24 OUTSIDE EMPLOYMENT

No employee of the Department shall engage in outside employment unless prior approval has been granted, in writing, by the Chief of Police and the Township Board.

ARTICLE NO. 25 WAGES AND SALARIES

Section 1. The following salaries shall be paid for the contract year indicated:

1994-1995	1995-1996	1996-1997
\$33,498.00	\$33,498.00	\$34,503.00

Section 2. Employees shall receive a shift differential as follows:

2nd shift - \$.10 per hour

3rd shift - \$.15 per hour

When an employee is scheduled to work 50% or more of his normal eight (8) hour day during the 2nd or 3rd shift times, he will receive the shift differential for his entire work day.

Section 3. Those employees who hold or have obtained an Associate's Degree in police administration will, at the end of each contract year during which they are actively employed and still employed, receive a bonus of one half (1/2%) percent of their then base salary step. Those employees should or have obtained a B.A. degree in police administration will, at the end of each contract year during which they are actively employed and still employed, receive a bonus of one (1%) percent of their then base salary step.

ARTICLE NO. 26 SEPARATION OF EMPLOYMENT

Upon discharge -- the Township shall pay all money due to the employee. Upon quitting, the Township shall pay all money due to the officer on the pay day in the week following such quitting.

## ARTICLE NO. 27 EXAMINATIONS

Section 1. Regular annual physicals or other health related examinations required by the Township (not to exceed one (1) per year), shall be promptly complied with by all employees. The Township shall pay for all such examinations. The Township shall not pay for any time spent in the case of applicants for jobs, but shall be responsible to other employees for time spent submitting to such examinations if the same occurs during normal, scheduled working hours of the employee. The Township reserves the right to schedule examinations and to adjust (switch) shifts to correspond with the examinations as necessary to allow for the employee to attend the examination during his/her work day. The Township will provide each employee with a one (1) week advance notification and the scheduled appointment time when he must take his annual examination. Employees must obtain said examination at the appointed time unless a justifiable reason is given for being unable to do so, in which event the Township will reschedule the examination. Failure of the employee to obtain said examination as requested will result in an automatic suspension of the employee, without pay, until such time as the employee obtains said examination. The Township will not schedule annual examinations to be taken when an employee is on an excused or paid leave.

Section 2. If an employee has suffered an illness or injury which prevents him from working five (5) or more of his regular scheduled days or establishes a pattern of consistently missing



his scheduled work days, the employee will take such physical or other health related examinations as may be requested by the Township. The Township shall pay for all such examinations. The Township will schedule such examinations as soon as possible. If due to unforeseen circumstances, the employee cannot present himself for said examination, the Township will reschedule the same within one (1) week. Failure by the employee to obtain said examination as requested will result in an automatic suspension of the employee, without pay, until such time as the employee obtains said examination.

Section 3. If, as a result of any of the foregoing examinations, the examining physician recommends that the employee have a psychiatric examination, the employee will take such psychiatric examination as recommended. The employer shall pay for this examination. Scheduling of such examination will be made by the Township as set forth in Section 2 above. Failure of the employee to obtain said examination as recommended will result in the employee's suspension, without pay, until he obtains said examination.

#### ARTICLE NO. 28 PROMOTIONAL PROCEDURE

Whenever a vacancy occurs within the command structure, other than that of Chief of Police, and the Township deems it necessary to fill said vacancy, or if a new position is created within the command structure which is currently not in existence, the following procedure will be followed.

Notice of said vacancy of new position will be posted within the Township Police Department. Notices to other agencies will be made in such manner as the Township Board may so determine. Said notice will contain a description of the vacancy or position to be filled and shall set a date on which written examinations will be given. Notice of the examination must be posted at least fifteen (15) days prior to examination date. All applications must be filed with the Township Board. All applicants from within the department, must have at least three (3) years of experience as a certified police officer. All applicants from without the department must have at least three (3) years of continuous experience with one prior employer, exclusive of probationary time where experience gained, as a certified police officer or two (2) years of continuous experience with one prior employer, exclusive of probationary time where experience gained, in a supervisory position within a police department.

In addition to the written examination an oral examination will also be given. Examinations shall relate to the police field and will be given the following weight:

- 1) Written examination ----- 50 points
- 2) Oral examination ----- 50 points

In addition, two (2) points for each year of employment with the Hampton Township Police Department will be given to applicants within the Department up to a maximum of ten (10) points.

The oral board shall consist of three (3) members of the Township Board who will be assisted by a member of the Michigan

State Police who shall hold a rank above that for which the test is being given. The oral interview, depending on the availability of the officer from the State Police, shall be given within fifteen (15) days after the written examination. The officer from the State Police will assist in conducting the interview and will be requested to file his written evaluation with the three (3) member panel. Scoring by the three (3) member panel will be final.

The vacancy or new position will be awarded to the applicant achieving the highest overall score. In the event of a tie, the determination of the three (3) member panel shall be final.

#### ARTICLE NO. 29 VALIDITY

Section 1. In the event that any section or article of this Agreement shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the other sections or articles.

#### ARTICLE NO. 30 WAIVER

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees

that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of negotiation of this Agreement.

ARTICLE NO. 31 AMENDMENTS

Section 1. It is understood and agreed that this Agreement may be amended or modified upon mutual agreement between the Township and the Union.

ARTICLE NO. 32 TERMINATION

This Agreement shall be effective on the 1st day of June, 1994, and shall remain in full force and effect through the 31st day of May, 1997 at midnight. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date, in which case this Agreement shall continue in full force and effect until terminated. This agreement may be extended by mutual agreement on a day to day basis after termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 9<sup>th</sup> day of August, 1994.

CHARTER TOWNSHIP OF HAMPTON

HAMPTON TOWNSHIP LIEUTENANT'S  
ASSOCIATION

Margaret Van Sumner

Timothy R. Burt

Sally Shepardson

Wm. C. Elch

Shirley A. Buelley

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