

6/30/93

**AGREEMENT**

Between

**HAMBURG TOWNSHIP**

- and -

**FRATERNAL ORDER OF POLICE**

**SERGEANT**

Effective 1 July, 1990

*Hamburg Township*

## AGREEMENT

This Agreement, entered into this 25th day of July, 1990, between the Township of Hamburg (hereinafter referred to as the "Employer"), and the Fraternal Order of Police, State Lodge of Michigan, Labor Council, a labor organization existing under the laws of the State of Michigan (hereinafter referred to as the "Union").

### STATEMENT OF PURPOSE

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide quality law enforcement in an efficient and effective manner to the community. To these ends the Employer and the Union encourage to the fullest degree friendly, cooperative and equitable relations between the respective representatives at all levels and among all employees. The Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE I RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947 as amended, the Employer hereby recognizes the Fraternal Order of Police, State Lodge of Michigan, Labor Council as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment for the term of this agreement for all fully sworn, full time police officers with the rank of sergeant.

## ARTICLE II RIGHTS OF MANAGEMENT

The Union recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage, direct and supervise the operations of the police department and the workforce therein, except as expressly abridged by the provisions of this Agreement.

Such employer rights include but are not limited to the following matters:

1. The employer retains the sole right to hire, layoff, and assign employees and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement.

2. The employer retains the sole right to discipline and discharge employees for cause.

3. The employer retains the sole right to assign and reassign work outside the bargaining unit, including the right to discontinue the police department.

ARTICLE III UNION SECURITY

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

Section 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 become members of the Union or pay a service fee to the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.

Section 3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of the Agreement, and covered by this Agreement, shall be required as a condition of continued employment to become members of the Union, or to pay a service fee to the Union, for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

Section 4. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

Section 5. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

Section 6. Employees may tender the initiation fee and monthly membership dues by signing an Authorization for Check-off of Dues form to be provided by the Union.

- (a) Such form shall conform to applicable State and federal laws, shall specify the amount of deduction, and shall be signed by the employee.
- (b) Properly executed forms will, upon submission to the Township Treasurer, become effective as of the date of submission. Authorized amounts will be deducted from the first pay of the month following submission and from each month thereafter unless terminated.
- (c) Deductions for each calendar month shall be remitted to the Fraternal Order of Police, State Lodge of Michigan, Labor Council, or such address as may be specified by the Union in writing.

- (d) Authorization for check-off shall become void beginning with the month following the month in which the employee no longer is a member of the bargaining unit or in which the Township receives written notification from the employee revoking his assignment and authorization to deduct Union membership dues from his pay.
- (e) Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the Township and the Union and, if not resolved, may be processed through the Grievance Procedure.

Section 7. The Association shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this section.

#### ARTICLE IV REPRESENTATION

Section 1. The Township recognizes the right of the Union to designate a steward from the seniority list of the Police Department. The authority of the steward shall be limited to the investigation and presentation of grievances in accordance with Article V of this Agreement.

Section 2. The steward shall be permitted reasonable time to investigate and present grievances on the premises of the Police Department without loss of time or pay during his regular working hours. Such time spent in handling a grievance during regular working hours shall be considered working hours in computing weekly overtime if within the regular schedule of the steward.

Section 3. Promptly following the effective date of this Agreement the Union shall provide a written list of names and titles of its representative and will, as appropriate, provide prompt notice of any change.

Section 4. Special conferences on important matters may be arranged between the Union and the Chief of Police upon the request of either party. Such meetings may be between one or more representatives of the Township and the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda, unless both parties agree to include other items.

## ARTICLE V GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a claim of a violation of any of the provisions of This Agreement, including disciplinary actions up to and including discharge. Any grievance filed shall specify the Article and Section alleged to have been violated and the remedy desired. It shall be dated and signed by the aggrieved employee and shall set forth all relevant facts pertaining to the alleged violation. Further, except as provided in Section 10 (b) of this Article, a grievance must be filed within fifteen (15) calendar days following occurrence of the circumstances giving rise to the complaint. Claims not conforming to these requirements automatically shall be dismissed as not constituting a valid grievance.

Section 2. A written grievance shall, in the first instance be submitted to the Chief by the aggrieved employee or his representative. At the time it is received it shall be dated and a copy returned to the submitter. The Chief will arrange a meeting with the aggrieved employee and his representative to discuss the grievance. The Chief will answer the grievance in writing within seven (7) days of such discussion, delivering such answer to the submitter.

Section 3. If the answer of the Chief is not satisfactory the Union may, within ten (10) days of receipt of the first stage answer, appeal the grievance to the

Township Supervisor. Such appeal, in addition to the first stage grievance record, shall set forth why the first stage disposition is not satisfactory. A meeting to discuss the appeal shall be arranged between the Township Supervisor and the representative of the Fraternal Order of Police, Labor Council. The Chief and Steward also attend. Within fourteen (14) days of such meeting, the Township Supervisor will answer the grievance in writing; such answer will be delivered to the representative of the Fraternal Order of Police, Labor Council with a copy to the Steward.

Section 4. If the answer of the Township Supervisor is not satisfactory, the Union may, within fifteen (15) days of receipt of the second state disposition, deliver notice to the Township Supervisor of its desire to have the grievance arbitrated. Alternatively, within the same time frame, the Union may notify the Township Supervisor of its desire to have the grievance mediated.

Section 5. If the Union requests mediation and the Township agrees, the Michigan Employment Relations Commission will be requested to appoint a mediator in accordance with its then applicable rules and regulations. The mediator's recommendations shall not be binding on either party but may be adopted by the parties as resolution to the grievance.

Section 6. Should the Township Supervisor not agree to mediation the Union may serve notice of appeal to

arbitration within fifteen (15) days of such refusal. Should the mediator's recommendation not resolve the grievance the Union may serve notice of appeal to arbitration within fifteen (15) days of the mediator's recommendation. The Township and the Union will select an arbitrator in accordance with its then applicable rules and regulations. Neither party will identify the mediator's findings or recommendations before an arbitrator.

Section 7. The arbitrator shall be empowered, except as his powers are limited below, to make a decision in cases of alleged violations of this Agreement:

- (a) He shall have no power to add to, or subtract from or modify any of the terms of This Agreement.
- (b) In rendering decisions, he shall have due regard to the responsibilities of the Township and shall so construe The Agreement that there will be no interference with such responsibilities.

There shall be no appeal from the decision of the arbitrator if made in accordance with his powers. It shall be final and binding on the Union, employees and the Township.

Section 8. The fees and expenses of mediation and arbitration shall be shared equally by the Township and the Union except each party shall be responsible for fees associated with its own advocates and witnesses.

Section 9. A grievance not timely appealed to the next higher stage will be considered settled on the basis of the

most recent disposition. A grievance not timely dispositioned may be appealed to the next stage of the procedure.

Section 10. Limitations on grievance retroactivity are as follows:

- (a) The Township shall not be required to pay back wages more than two working days beyond receipt of the written grievance.
- (b) In the case of a pay shortage of which the employee could not have been aware before receiving his pay, provision (a) above notwithstanding, any adjustments shall be retroactive to the beginning of the pay period covered by such pay shortage provided the grievance is filed within two working days following receipt of such pay.

ARTICLE VI DISCIPLINE AND DISCHARGE

Section 1. The Township retains the sole right to discipline and discharge employees for cause, provided that in the exercise of this right it will not act wrongfully or unjustly or in violation of the terms of this Agreement.

Section 2. The township agrees upon, the discharge or discipline of an employee (excluding oral warnings), to promptly notify the steward in writing of the action taken.

Section 3. Article V, Section 1 notwithstanding, disciplinary action shall be deemed final and automatically closed unless a written grievance signed by the disciplined employee and the steward or signed by the disciplined employee and the Fraternal Order of Police Labor Council Representative is filed within five (5) working days of the disciplinary action. Such grievance shall be filed directly into the second stage of the Grievance Procedure.

## ARTICLE VII SENIORITY

Section 1. Seniority shall be computed from the date of hire or rehire in the bargaining unit.

Section 2. Hired or rehired employees in the unit shall be considered as probationary employees for the first twelve (12) months after hire or rehire. When an employee finishes the probationary period by completing twelve (12) continuous months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from his date of hire or rehire. For the purposes of this section, periods during which the employee was laid off, or on leave of absence for any reason, shall not be considered as employment. There shall be no seniority among probationary employees.

Section 3. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. Article V notwithstanding, the Employer shall have the right to discipline and discharge probationary employees and such action shall be at the sole discretion of the employer and not subject to the grievance procedure. The terminated employee may appeal his termination before the Township Board whose decision shall be final.

Section 4. The employer will keep the seniority list up to date at all times and will provide the steward with up to date copies as required.

Section 5. An employee shall lose his seniority and his employment if terminated for the following reason:

- (a) If the employee quits, retires or dies.
- (b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure.
- (c) If the employee is absent for three (3) consecutive working days, without notifying the Employer and giving a satisfactory reason for his absence. Following such absence, The Employer will send written notification by certified mail to the employee at his address of record with the Township that he has lost his seniority and his employment has been terminated. Disputes as to whether this procedure was followed properly may be taken up through the grievance procedure. Such termination will be deemed final and automatically closed unless a written grievance is filed in accordance with the provisions of Article V, Section 1; it being understood the time limit commences with the date of written notification.

- (d) If the employee does not return to work within five (5) calendar days when recalled from layoff. Notice of recall shall be by certified mail to the address of record with the Township. Disputes as to whether this procedure was followed properly may be taken up through the grievance procedure. Such termination will be deemed final and automatically closed unless a written grievance is filed in accordance with the provisions of Article V, Section 1; it being understood the time limit commences with the date of written notification.
- (e) Layoff (including by reason of discontinuing the Police Department) for two years or length of service, whichever is less.

ARTICLE VIII LAYOFF AND RECALL

Section 1. Reductions (layoffs) of bargaining unit employees shall be in inverse seniority order. Recalls from layoff shall be in seniority order among those employees laid off.

Section 2. In the event of a reduction in force, the Township shall, when time permits, have prior consultation with the steward as to the employees to be affected by the layoff.

ARTICLE IX PROMOTIONS

Section 1. Promotions to higher paying classifications within the bargaining unit shall be based on merit and ability, but where these are equal, the employee having the greatest seniority shall receive preference.

Section 2. Only seniority employees within the bargaining unit are eligible for promotion.

Section 3. Complaints that the Township has not exercised fairness in judging the qualifications of the available candidates may be processed through the Grievance Procedure.

## ARTICLE X GENERAL

Section 1. The employer will provide bulletin boards in the police squad room only, which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

Section 2. Employee schedules will be for three months duration and will be posted at the beginning of each annual quarter. A shift preference sheet will be posted the beginning of the second month of each quarter to allow employees to select their shift preference and will be taken down the end of the second month of each quarter. Seniority shall govern the assignment of shift preference and requested changes in shift will be effective the beginning of the following quarter. In the event a junior employee is bumped from his shift he will be given at least one month's (28 days) notice of the transaction. Once an employee selects a shift he will be responsible for that shift for the following quarter. In the event an employee does not bid for a shift assignment, it will be presumed he wishes to continue on the same shift and, unless bumped by a senior employee, will be responsible for that shift the following quarter. Employees may trade shifts providing ten (10)

① hours notice is given to the supervisor in charge, the trade is mutually agreeable to the employees involved, no overtime is involved, and the trade is not detrimental to the health, safety, or welfare of the citizens of the Township.

Management reserves the right to schedule and re-schedule at its discretion.

Section 3. Bargaining unit employees shall be provided a policy of false arrest liability insurance by the Township. The premium for such insurance will be paid for by the Township.

Section 4. In the selection, procurement and issuance of uniforms, the Township will give due consideration to the items, numbers, materials, and quality consistent with the needs, use, function, sex, and responsibility of the patrolman. The employee shall be issued such equipment as needed.

Section 5. In the event police services are contracted to another agency, and the Hamburg Township Police Department is thereby discontinued, the Union will be so notified six (6) months in advance of such action. It is understood that any seniority employees employed at the time of such notification will be provided either six months of work (from date of notification) or, if not provided work, will be made whole for wages lost for up to six months, unless they otherwise break seniority. Any probationary employees at the date of notification and any new employees

who may be hired during the six month period are exempted from this provision. In the event the Hamburg Police Department is discontinued, and the Township relies on general County police service, the Union will be notified six (6) months in advance of such discontinuance if possible. Should six (6) months notification not be given, seniority employees will be provided six months of work (from date of notification) or, if not provided work, they will be made whole for lost wages for up to six months, only in the event services are contracted to another agency within twelve (12) months of the date of such notification unless they otherwise break seniority. Any probationary employees at the date of notification and any new employees who may be hired during this twelve (12) month period are exempt from this provision. In any event, the Township will make every reasonable effort to seek agreement by any successor law enforcement body to employ displaced members of the bargaining unit at the time of discontinuance.

## ARTICLE XI LEAVES OF ABSENCE

### Section 1.

- (a) Each bargaining unit employee shall accrue one (1) sick/personal day at the end of each full month of active employment to a maximum of ninety (90) days, provided, however, that probationary employees with less than six (6) months service are eligible to take sick/personal days for reasons of sickness only and not for personal reasons.
- (b) A maximum of five (5) sick/personal days per fiscal year (if accrued) may be taken as personal days by seniority employees with the prior approval of the Chief. Days may be taken for reasons of disabling illness or injury by all employees up to the maximum accrued. In instances of absences due to disabling illness or injury, the Chief must be notified promptly. Upon termination for reasons specified in Article VII, Section 5 (a) (except quit) and (e), compensation will be made for 100% of accrued sick/personal days. Upon termination for any other reason compensation will be made for fifty percent (50%) of accrued sick/personal days. Upon Termination for any other reason compensation will be made for fifty percent (50%) of accrued sick/personal days.

(c) An employee may receive sick pay above the amount accrued should he be injured and such injury causes him to be absent from work under all of the conditions enumerated below:

- (i) The injury is suffered in the line of duty under circumstances unique to the law enforcement profession such as effecting an arrest.
- (ii) The injury is otherwise compensable under Worker's Compensation except that the duration of the disability incurred absence is not of sufficient days to qualify for payment.
- (iii) The employee receives no Worker's Compensation payments for the days in question.

Disputes arising under this provision (c) are not subject to the grievance procedure under Article V, but rather final resolution shall be made by the Township Board with consideration to the recommendation of the Chief.

Section 2. Leaves without pay may be granted by the Chief for the following reasons:

- (a) If a seniority employee is to be off for an extended period of time due to physical mental illness or injury such employee may request a leave, not to exceed ninety (90) days.
- (b) A personal leave of absence may be granted for a period not to exceed thirty (30) days.

(c) A pregnant employee may, in addition to or in lieu of using accumulated vacation or sick/personal days, be granted a maternity leave of up to ninety (90) days. Extensions may be granted based on a physician's written statement specifying the medical nature of any disability preventing the employee from performing the normal recurring duties of her job without restriction.

Section 3. Seniority employees may be granted up to three (3) days paid funeral leave at their request for the purpose of attending a funeral in the employee's immediate family, i.e. spouse, child, parent, brother, sister, father-in-law, mother-in-law, grand parents or foster child.

Section 4. Employees on paid leave will continue to accrue all benefits as if actively employed. Employees on unpaid leave will not accrue benefits; however, the benefit plans specified in Article XIV will remain in force for the duration of the leave.

ARTICLE XII WAGES AND HOURS

Section 1. The job classification, rate ranges and incremental steps applicable thereto and set forth as follows:

<u>Sergeant</u>					
<del>1990-91</del> 1991-92		<del>1991-92</del> 1992-93		<del>1992-93</del> 1993-94	
<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
\$26,728	\$12.85	\$27,974	\$13.34	\$29,283	\$14.08

The Township may approve compensation at a higher rate when it deems such action necessary.

Section 2. Bargaining unit employees shall be paid in full, biweekly, for authorized time worked. Not more than seven days shall be held back from seniority employees excluding holidays and overtime which may be held back a maximum of ten (10) days. Each employee shall be provided with an itemized statement of earnings and all deductions made for any purpose.

Section 3. The regular work schedule shall consist of ten (10) hours per day and forty (40) hours per calendar week. Paid days not worked will be taken at the rate of ten (10) hours per day. The employer reserves the right to schedule, re-schedule, or discontinue this (10/40) schedule

at its discretion. Any hours scheduled and worked in excess of ten (10) consecutive hours in a day or forty (40) in a week will be compensated at the rate of time and one-half (1-1/2) the employee's regular rate of pay. Except for employees assigned to the swing shift, employees called in before their regular starting time shall be compensated at the rate of time and one-half for the time worked prior to the regular starting time unless at least ten (10) hours shall have elapsed since the regular quitting time of their prior shift. Premium payments shall not be duplicated for the same hours worked. To the extent practical, overtime opportunities will be rotated equitably among available and qualified members of the bargaining unit.

Section 4. If an employee is called to work on other than his regular shift he shall be paid at his hourly rate for a minimum of two (2) hours or time actually worked, whichever is greater. This includes scheduled court appearances and training authorized by the Township. Such hours shall count toward forty (40) for overtime purposes.

## ARTICLE XIII HOLIDAYS

All seniority members of the bargaining unit shall receive compensation for the following holidays as specified below:

- New Year's Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- December 24
- Christmas Day
- New Year's Eve Day

To be eligible for holiday pay the employee must have worked the last scheduled day prior to and the first scheduled day following such holiday.

In cases where an employee's assigned day off falls on a holiday, he shall receive ten (10) hours pay.

Employees scheduled to work on one of the above named holidays shall, in addition to their holiday pay, receive time and one-half (1-1/2) for actual time worked on such holiday. Scheduled employees who are absent shall not receive holiday pay.

Employees on approved vacation on one of the above named holidays shall, in addition to their vacation, receive ten (10) hours holiday pay. Probationary employees with less than six (6) months service and employees on any leave or layoff (including disciplinary layoff) shall not receive holiday pay.

## ARTICLE XIV VACATIONS

Section 1. Bargaining unit employees shall accrue vacation time in accordance with the following schedule and provisions:

<u>Completed years of Continuous Service</u>	<u>Number of Days/Hours Vacation</u>
One Year	Four / 40
Two Years	Eight / 80
Five Years	Twelve / 120
Ten Years	Sixteen / 160

Section 2. Vacations shall be scheduled in accordance with operation requirements and, insofar as possible, with regard to written request of employees. Vacation requests submitted prior to March 1 will be given preference to those submitted subsequent to March 1. In the event of conflict among those submitted prior to March 1, preference will be given the seniority employee. Subsequent to March 1, preference will be given on the basis of date submitted.

Section 3. Employees are encouraged to use vacation time during the service year following which it is earned. However, in no event will an employee be allowed to accumulate more than five vacation days in excess of prior year's accrual. Should accrued vacation exceed this amount, the employee shall be paid in lieu for such excess at the end of the service year.

Section 4. Absence because of disabling sickness or injury in excess of that accrued for such purposes may, at the request of the employee and at the discretion of the Chief, be charged against the employee's accrued vacation.

Section 5. Should an employee become ill or injured while on vacation (such occurrence requiring proof), such days may, at the employee's request, be converted and charged to sick day accumulation.

Section 6. Employees breaking seniority shall be paid at their normal rate for their accrued vacation. Employees on layoff shall be paid at their normal rate for their accrued vacation as of January 1 of each year of This Agreement.

ARTICLE XV BENEFIT PLANS

The following benefit plans currently in effect for bargaining unit employees, including all provisions and terms thereof, are incorporated herewith and made part of This Agreement:

Group Insurance Plan

Pension Plan

Dental Plan

Blue Cross and Blue Shield Plans

Changes in any of the above benefit plans which affect bargaining unit employees are subject to negotiation with the Union.

## ARTICLE XVI CLOSURE

Section 1. The Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2. No agreement or understanding contrary to this Agreement nor any alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreements, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supercedes any other agreement, understandings, practices, and arrangements heretofore existing.

Section 3. The Union agrees that during the life of this Agreement neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, strike, or any other concerted

activity which interferes with the operations of the Township. The Township agrees that during the same period there will be no lockouts.

Section 4. In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

ARTICLE XVII DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1990 and shall remain in full force until the 30th day of June, 1993, and from year to year thereafter, unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27th day of August, 1990.

EMPLOYER

Township of Hamburg

UNION

Fraternal Order of Police,  
State Lodge of Michigan  
Labor Council

Harvey Bator

Martha A. Parrish, Clerk

Robert T. Huchel, Chief

Douglas W. VanSledright

Richard J. Taylor  
F.O.P.

July 25, 1990

Mr. Richard Ziegler  
Michigan Fraternal Order of Police  
Labor Council  
6735 Telegraph Road, Suite 395  
Birmingham, MI 48010

Dear Mr. Ziegler:

During the 1990 negotiations, the parties agreed to amend the Pension Plan effective July 1, 1992 to raise the current \$14,000 annual salary cap to \$17,000. Additionally, the parties agreed to amend the current life insurance plan effective July 1, 1991 to provide a total of \$25,000 of life insurance.

This is to advise you to the Township's intent to so modify the current plans as soon as practicable. At such time the modifications are implemented, they will be incorporated by reference in Article XV of the July 1, 1990 Agreement.

Sincerely,

  
Harry Bater, Supervisor  
Hamburg Township

July 25, 1990

Mr. Richard Ziegler  
Michigan Fraternal Order of Police  
Labor Council  
6735 Telegraph Road, Suite 395  
Birmingham, MI 48010

Dear Mr. Ziegler:

During the 1990 Negotiations the Union expressed concern regarding its opinion that repairs to defective radios were not consistently effective because Township personnel assigned to those repairs were not sufficiently skilled.

Please be advised that the Township intends that any work on radios performed by Township personnel be within their competence to professionally perform such work in a manner consistent with the optimum performance of the radio(s). This commitment notwithstanding, any work on the internal components of radios will be performed by certified radio repair personnel.

Complaints that the foregoing is not being followed should be brought to the attention of the Chief.

Sincerely,

*Harry Bater*  
Harry Bater, Supervisor  
Hamburg Township

25 July, 1990

Mr. Richard Ziegler  
Michigan Fraternal Order of Police  
Labor Council  
6735 Telegraph Road, Suite 395  
Birmingham, MI 48010

Dear Mr. Ziegler:

During the 1990 negotiations, the parties agreed to a trial program of granting compensatory time off in lieu of overtime payment. The trial period will commence October 1, 1990 and will end September 30, 1991. It is understood that, should the parties wish to extend the compensatory time off program beyond September 30, 1991, they may do so by mutual agreement.

The following provisions shall govern the trial program:

1. At the beginning of each quarter commencing October 1, 1990 each bargaining unit employee may elect to waive receiving pay for overtime worked in the ensuing quarter and instead receive compensatory time off in accordance with the other provisions of this Letter. It is understood that, should an employee not elect compensatory time off, he will be paid for overtime worked in accordance with Article XII, Section 3 of the Agreement.
2. Employees may accumulate compensatory time at the rate of one and one half hours for each hour worked that otherwise would be paid at the overtime rate pursuant to the provisions of Article XII, Section 3 of the Agreement.
3. No employee may accumulate more than forty (40) hours of compensatory time.
4. Requests for compensatory time off must be made to the Chief at least one day in advance of the time wanted. The decision of the Chief whether or not to grant the time will be final and not subject to the grievance procedure under Article V of the Agreement.

5. Under no circumstances may an employee be granted compensatory time off if his absence would be filled by another employee at overtime or compensatory time.

Sincerely

*Harry Bater*  
Harry Bater, Supervisor  
Hamburg Township