

ORIGINAL

12/31/89

AGREEMENT
BETWEEN
THE
PITTSFIELD CHARTER TOWNSHIP
AND
LABOR COUNCIL
MICHIGAN
FRATERNAL ORDER
OF POLICE

PITTSFIELD TOWNSHIP POLICE OFFICERS ASSOCIATION
JANUARY 1, 1987 - DECEMBER 31, 1989

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Pittsfield, Charter Township of

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into this 1st day of January, 1987, by and between Pittsfield Charter Township (hereinafter referred to as the "Township") and the Pittsfield Township Police Officers Association (hereinafter referred to as the "Association"). The Agreement covers the calendar years of 1987 and 1988 and expires on December 31, 1989, under conditions further explained in Article 31. All economic issues to be retroactive to January 1, 1987.

ARTICLE 1 - PURPOSE AND INTENT

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 Township, the employees and the Association.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Township's success in establishing proper services to the community.

To these ends, the Township and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the employees.

ARTICLE 2 - RECOGNITION, ASSOCIATION SECURITY AND DUES

The Township recognizes the Labor Council Michigan Fraternal Order of Police, as the sole and exclusive bargaining representative of the Pittsfield Township Police Department.

- (a) Maintenance of Membership - All present and future Employees of the bargaining unit shall be required as a condition of employment to tender dues or an amount equal to the regular monthly dues set by the Association membership for the duration of the Agreement. Employees who shall continue to tender, or for whom there is tendered until the expiration of this Agreement, the dues uniformly required as a condition of retaining membership, shall be deemed to have met the conditions of this sub-section.
- (b) All full-time certified police officers of the Pittsfield Township Police Department with the rank of patrol officer, shall be members of this Association.
- (c) All new applicants for membership shall fill out the necessary form required by the contract in effect at the time of their employment.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. Rights and Responsibilities. It is recognized that the management of the Department, the control of its properties, and the maintenance of order and efficiency, are solely a responsibility belonging exclusively to the Township and hereby recognized, included by way of illustration and not by way of limitation, are: the rights to decide the number and location of Township police personnel and facilities the work to be performed within the unit; the scheduling of work days and hours and the necessity for overtime; the amount of supervision necessary within the unit; maintenance and repair of vehicles and equipment; methods; schedules of work; the selection, procurement, designing, engineering and control of equipment and materials; the right to enter into mutual aid pacts with other communities and the right to establish, maintain and enforce Rules and Regulations governing the operation of the Department and the Employees therein, providing that such Rules and Regulations do not specifically conflict with an expressed term of this Agreement.

Section 2. Selection and Direction of Work Force. It is further recognized that the rights and responsibilities for the selection and direction of the work force, including (but no by way of limitation) the right to hire (and to establish all policies relevant thereto), suspend, discipline, assign, promote, layoff, transfer, discharge or determine the amount of overtime to be worked are vested exclusively in the Township; provided, that such rights shall not be exercised in such a manner as to specifically violate an expressed term of this Agreement.

Section 3 - Chain of Command. It is recognized that the responsibility for directing the routine activities of the Employees on behalf of the Township is vested in the Police Chief. The Police Chief may delegate such authority in such manner as he/she may determine and is consistent with applicable Township Rules and Ordinances. Until such time as the Township or the Township Supervisor authorizes other persons or entities to direct the activities of such Employees, by appropriate ordinance or otherwise, the Employees shall be obligated to obey the orders or directions of the Police Chief and the established Chain of Command. It is further recognized that the right and responsibility for establishing an appropriate command structure is vested solely in the Township Board.

The Township or the Department may provide Personnel Rules for use in the Township or in the Department. In any conflict between the Township or Departmental Rules and this Agreement, this Agreement shall take precedence. It is agreed that an Association member shall be a part of a committee to discuss and inspect proposed Department Personnel Rules prior to their implementation.

ARTICLE 4 - SENIORITY

Section 1 - Probationary Period. A new Employee shall complete a probationary period before being afforded seniority under this Agreement. Such probationary period shall begin on the date of hire of such Employee, and shall end one (1) year after such Employee receives certification as a qualified law enforcement officer. In the event that an employee is a certified law enforcement officer when hired, his/her probationary period shall end one (1) year from his/her date of hire. It is recognized that an Employee shall be employed on a trial basis only during his/her probationary period. It is recognized that the Township may discipline and/or discharge an Employee during his/her probationary period without such Employee and/or Association having any further recourse whatsoever; provided however, that the township shall not discharge an Employee during his/her probationary period for the purpose of evading this Agreement or for the purpose of discriminating against an Employee on account of his/her Association activities.

Section 2 - Seniority Lists. The seniority list on the date of this Agreement will show the names, job titles and date of hire of all Employees of the Department entitled to seniority. The Township will keep the seniority list up-to-date at all times and will provide the Association with up-to-date copies upon request of the Association.

- (a) Seniority shall be based on the Employee's length of full-time service in the Department, commencing on the Employee's date of hire. In the event of two or more employees being hired on the same day, seniority shall be established from the ranking, highest to lowest, of the aggregate scores of the competitive process.
- (b) Seniority shall not be affected by the race, sex, marital status or dependents of the Employee.
- (c) Seniority will be the major factor when picking acting shift commanders, unless otherwise determined by the Chief of Police.

Section 3 - Loss of Seniority. An employee shall lose his/her seniority for the following reasons only:

- (a) He/she quits the Township employment.
- (b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

- (c) If any Employee is absent without leave for three (3) consecutive days by reason of failure to return from sick leave or leave of absence in excess of one (1) week in duration, the Township may send a five (5) day quit notice to the Employee's last known address. If the Employee fails to return to work within five (5) days from the date of receiving notice by registered mail, he/she shall be deemed to have quit.
- (d) If any Employee is absent without leave, excepting as set forth in paragraph C hereof, the Township shall make contact by written communication or by oral conversation in the presence of an Association officer and require the Employee to return to work; failure to return as instructed shall constitute loss of seniority by discharge.
- (e) If he/she does not return for work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Township.
- (f) He/she retires.

Section 4 - Seniority of Officers. Notwithstanding his/her position on the seniority list, the President of the Association shall, in the event of layoff, be continued at all time provided he/she can perform any of the work available. This section shall apply only if the President is a permanent full-time Employee and shall have completed his/her probationary period.

Section 5 - Layoff and Recall.

- (a) The first Employee to be laid off shall be the Employee with the least seniority in the rank and classification affected. Further layoffs from the affected rank and classification shall be accomplished by the inverse order of seniority.
- (b) Recall. Employees who are laid off shall be recalled to their former rank in order of their rank seniority when the work force is to be increased.

Section 6 - Notice of Layoff. The Chief of Police shall give written notice on behalf of the Township to the Employee and the Association on any proposed layoff. Such notice shall state the reasons therefore, and shall be submitted at least two (2) weeks before the effective date thereof.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

- (a) It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise during the terms of this Agreement. Recognizing the fact, the Association agrees that during the life of this Agreement, neither the Association, its agents nor its members, will authorize; instigate, aid or engage in a work stoppage slowdown or a strike against the Township. The Township agrees during the same period, there will be no lockout.
- (b) The Township reserves the sole right to discipline any Employee or Employees up to and including discharge for violation of this section. Any appeal to the grievance procedure shall be limited to the questions of whether the Employee or Employees did in fact engage in any activity prohibited by this section.

ARTICLE 6 - ASSOCIATION REPRESENTATIVES

Section 1 - Association President. The Township recognizes the rights of the Association to elect an Association President. The President shall be permitted a reasonable time to investigate, present and process grievances on the premises of the Township Department without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the President's regular working hours shall be considered working hours in computing compensation if within the regular schedule of the President.

Section 2 - Information. Information necessary to evaluate grievances or for collective bargaining proposals will be supplied upon request.

Section 3 - Compensation for Negotiations. The Township agrees to compensate an Employee for all hours lost from his/her regular schedule while he/she is in attendance at negotiation meetings with Township representatives.

ARTICLE 7 - DISCHARGE OR SUSPENSION

Section 1 - Types of Discipline. Disciplinary actions shall include only the following:

- (a) Written reprimands (excludes written directions from a Department supervisor).
- (b) Suspension.
- (c) Discharge - the termination of a new probationary Employee with due cause, shall not be deemed disciplinary action.

Section 2 - Disciplinary Action Procedure.

- (a) When the possibility of disciplinary action is believed to exist, the Employee shall be entitled to have his/her Association steward present at all stages of the disciplinary process. If no disciplinary action is contemplated or believed to exist, the Employee shall have no right to Association representation.
- (b) Those charges and specifications which give cause to such discipline or discharge shall be reduced in writing by the supervisor recommending the disciplinary action to the Chief of Police.
- (c) Such charges and specifications shall cite the specific section(s) of Departmental Rules and Regulations which the Employee is alleged to have violated, and a copy will be given to the Employee in writing.
- (d) Prior to the taking of any disciplinary action, the Chief of Police shall conduct a disciplinary hearing. The accused officer shall be afforded an opportunity to present any evidence in his/her defense during this hearing.

Section 3 - Criminal Complaints or Charges. Whenever a criminal complaint or charge shall be brought against an Employee of the bargaining unit and such crime is an offense under state or federal law or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for obtaining statements in connection with said complaint.

- (a) The Employee shall be given a summary of the charges against him/her.
- (b) Before the employee is interviewed or required to make any statement, he/she shall be allowed the opportunity to obtain the advise of counsel.
- (c) Any order to make a statement shall be a written order. A violation of which would constitute grounds for disciplinary action by the Department.
- (d) The order in the statement shall be considered a private record and shall not be made available except under judicial subpoena to any other agent or agency without the consent of the Employee.
- (e) Nothing in the foregoing procedure shall limit the right of the Department to use such statement for department disciplinary purposes.

Section 4 - Prior Infractions/Minor Offense. Prior to imposing any discipline on a current charge, the Chief of Police will not base his decision upon any infractions of the Township or Departmental Rules and Regulations or other misconduct which occurred more than one (1) year previous unless directly related to the current charge.

Section 5 - Verbal Reprimands. The procedure, as outlined above, shall be applicable in all disciplinary proceedings except for verbal reprimands which are exempt from the provisions of this Agreement.

Section 6 - Relieving of Duty. In the event that an Employee is relieved of duty, he/she may be taken off the payroll and shall turn in his/her Department equipment. Relieved of duty may be used by the Department for awaiting the disciplinary procedure. In the Event an Employee is exonerated of the charges caused in the relief of duty, he/she shall be reinstated to his/her prior position and compensated for all back wages and benefits lost during the period of relief from duty.

Section 7 - Internal Investigation/Re-assignment. The Department may at its discretion reassign an officer to another position within the Department instead of taking one of the actions described above until the investigation is complete.

Section 8 - Benefits Incurred During Suspension. If an employee is suspended by disciplinary action, he/she shall receive all other benefits accrued.

Section 9 - Prior Infractions/Serious Offense. When imposing discipline on a current charge involving a more serious offense, the Township may base its decision on other prior serious infractions regardless of the period of infractions.

ARTICLE 8 - GRIEVANCES

Section 1 - Purpose. The purpose of this grievance procedure is to establish an effective mechanism for the fair, expeditious and orderly adjustment of grievances.

Section 2 - Informal Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

Section 3 - Timely Action. The Township shall consider promptly all grievances presented and shall take such timely action as is required.

Section 4 - Grievances Defined. The term "grievance" shall mean any dispute between the Township and the Association or between the Township and the Employee or Employees covered under this Agreement arising out of the interpretation, application or administration of a specific article or section of this contract. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent section of this contract which is alleged to have been violated.

Section 5 - Grievance Procedure.

Step One - Grievance Procedures. An Employee who has a grievance shall discuss the complaint with his/her immediate supervisor, with or without the presence of his/her steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The Employee shall have the right to discuss the complaint with his/her Association steward before any discussion takes place with the supervisor. The supervisor shall make arrangements for the Employee to be off his/her job for a reasonable period of time in order to discuss the complaint with the Association steward.

Step Two - Grievance Procedure. If the matter is not satisfactorily settled by such a discussion, the aggrieved Employee shall report such grievance to his/her steward as soon as possible, but in any case, within seven (7) working days of the event giving rise to the grievance or within seven (7) working days of when he/she should have reasonably known of the event. The written grievance shall be prepared in detail and shall contain the following information:

- (a) Name or names of Employees involved in the grievance.
- (b) The nature of the grievance complaint.
- (c) Specifications of contract article violated.
- (d) Date of grievance.
- (e) Witness to grievance, if any.
- (f) Relief being sought by the Association.
- (g) Names of individuals alleged to have violated the contract.
- (h) Any pertinent facts which will facilitate the investigation of the grievance.

The steward shall then discuss the grievance with the immediate supervisor in an attempt to resolve the grievance. This discussion shall be had within seven (7) working days of receipt of the grievance by the steward and a decision in writing must be rendered by the immediate supervisor within seven (7) working days with a copy of said decision going to the Employee and the steward.

Step Three - Grievance Procedure. If the grievance is not satisfactorily settled in Step Two after meeting with the immediate supervisor, the Employee or the Association shall have the right to appeal in writing to the Chief of Police or other person designated by the Chief of Police. The Employee or the representative of the Association shall meet with the Chief of Police or designee of the Chief of Police within seven (7) working days of presentation of the appeal. An answer, in writing, to the appeal shall be filed within seven (7) working days of the meeting.

Step Four - Grievance Procedure. If the grievance is not satisfactorily settled in Step Three after meeting with the Chief of Police, the Association has the right to appeal, in writing, to the Township Supervisor. The representative of the Association shall meet with the Township Supervisor and/or his designated representative within seven (7) working days of the presentation of appeal. The Township Supervisor's answer, in writing shall be filed within seven (7) working days after the meeting.

Step Five - Grievance Procedure. If the answer of the Township Supervisor is unsatisfactory to both the Association and the Employee, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree to an arbitrator within thirty (30) days, the services of MERC (Michigan Employment Relations Commission) shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

Section 6 - Cost of the Arbitrator. If a grievance is submitted to an arbitrator by the Association, under Step Five, the fees and expenses of such arbitration, including transcripts and stenographic services, shall be shared equally by the parties. Each party shall make arrangements to pay for the expenses of its own witnesses and exhibits.

Section 7 - Power of the Arbitrator. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Township or the Association where such discretion has been retained by the Township or the Association, nor shall he/she exercise any responsibility or function of the Township or Association.

Section 8 - Time Limitations. All appeals under this section must be made in writing within seven (7) working days after the decision has been made and communicated to the Employee/Township. If no appeal is taken within the time limit, the Employee and/or the Association shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Association representative, where required, within the prescribed time limit, the matter shall be deemed to be settled in the Association's favor. Time may be extended by mutual agreement of both parties.

Section 9 - Grievance Form. The Association shall furnish grievance forms. This form shall be used in filing a grievance. Once copy of the form shall be the property of the Employee filing the grievance. When filing a grievance, the Association and/or the Employee will be required to submit all available information at each step of the grievance procedure.

ARTICLE 9 - COMPENSATION

Section 1 - Wages. Included herein (Schedule "A" - page 15) is a schedule showing the wage rates of the Employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement.

Section 2 - Starting Rate on Initial Employment. Original appointment to any position shall normally be made at the base rate. Rate within a salary range shall be by seniority in successive steps and at the end of a full five (5) year period, the Employee shall obtain the maximum rate. Upon recommendation of the Police Chief, the Township may approve initial compensation at higher rate than the base rate of the salary schedule when the needs of the Township make such action necessary.

Section 3 - Starting Rate on Return from Military Service. Any employee who leaves or has left the Township's service to enter the active service of the armed forces of the United States and is subsequently reinstated into a position previously held by him/her shall be entitled to receive compensation at the step rate at which he/she entered military service, except he/she shall be entitled to receive all compensation increases granted at that step and grade during his/her period of military service.

Section 4 - Continuous Service. Service requirements for advancement within the compensation schedule and for other purposes as specified, shall include the requirements of continuous service, which means employment in the Township Police Department service without break or interruption. Leaves of absence with pay, and authorized leaves of absence of thirty (30) days or less without pay, shall not interrupt continuous service nor be deducted therefrom. Authorized leaves of absence without pay in excess of thirty (30) days shall be deducted in computing total service, but shall not serve to interrupt continuous service. All absences without leave in excess of two work days shall not count towards service time and shall be deducted from the total service such Employee had prior to such absence without leave.

Section 5 - Longevity. Employees shall receive a longevity increase of two percent (2%) of their present salary after the completion of five (5) full years of service with the Township Police Department and four percent (4%) after completion of ten (10) full years of service.

Section 6 - Pay Periods. Employees shall be paid bi-weekly. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose upon the request of such Employee or of an Association representative.

Section 7 - Work Schedule. Employees shall be scheduled by the Director of Public Safety. Employee's schedule shall not be done in a capricious or arbitrary manner. The Director of Public Safety will consider an Employee's shift request, based on the employee's specific need, when preparing shift changes. Personnel shall be permitted to bid for shifts. The Director of Public Safety will make every effort to meet the needs and requests of the employees.

Section 8 - Overtime. Hours worked in excess of eight (8) hours per day shall be considered overtime. Overtime will be compensated at the rate of time and one half (1 1/2) regular pay.

Section 9 - Holiday Compensation. All employees working scheduled shift shall be paid a sum of \$850.00 as holiday pay on the first pay day of December. Employees shall have a holiday pay pro-rated based on the holiday pay divided by the months of service, when assigned on a scheduled shift. Shift supervisors will ensure even distribution of holidays whenever practical. Holidays for non-shift personnel shall be the same as established for general township employees.

Section 10 - Vacation Leave. Each employee will be granted vacation leave at the rate of one (1) day per month (beginning with date of hire) for the first sixty (60) months of employment, and one and one half (1 1/2) days per month thereafter. Vacation leave days to be granted within each calendar year will be credited on January 1 of that year, or in the case of a new employee, on the date of hire for the remainder of that calendar year.

- (a) A probationary employee may not use any vacation time until completion of a satisfactory six (6) month evaluation.
- (b) Employees are encouraged to use vacation time during the calendar year in which it is earned. However, in no event will an employee be allowed to accumulate more than twenty-five (25) vacation days at any one time. To accomplish this no employee will be allowed to carry over more than seven (7) unused vacation days from one calendar year to the next.
- (c) Absence on account of sickness, off-the-job injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and at the discretion of the Township, be charged against the vacation allowance.
- (d) If an employee becomes ill or is injured while on vacation leave, upon request of the employee and at the discretion of the Township, (which may require proof of illness or injury) the vacation days may be converted and charged to any sick day accumulation.

- (e) Employees are required to give reasonable notice (at least 72 hours) to use a vacation day or a block of vacation days. Approval of single-day usage shall be at the discretion of the Director of Public Safety.
- (f) Employees will be given preference according to department-wide seniority in selecting one (1) summer and one (1) winter vacation for up to fifteen (15) days for each vacation. All requests for an additional summer/winter vacation/s shall be assigned only after all other department employees have been given preference by department seniority for their first vacation selection. Vacation bids supercede shift bids.
- (g) If an employee is killed in the line of duty, any unearned vacation leave previously expended will not be deducted from the terminal benefits that may be awarded to the employee's beneficiaries.

Section 11- Sick Leave. Employees shall accrue one work day with pay as sick leave for each completed month of service. For payment purposes, unused sick leave may be accumulated up to a maximum of ninety (90) days. Upon termination or retirement, unused sick days may be converted to vacation days at the rate of one (1) vacation day per two (2) sick days.

- (a) Sick leave may be used for the following purposes:
 - (1) For personal illness, dental care, or physical incapacity caused by factors over which the Employee has no reasonable control. A physician's certificate may be required if absence exceeds three (3) days;
 - (2) Due to exposure to contagious disease by which health of others would be endangered by attendance at work. A physician's statement recommending absence from work shall be requested and submitted.
 - (3) Due to illness in the immediate family which requires the care of the Employee for such member's well-being (limited to two (2) days per instance unless additional time is specifically approved by the Township). After one (1) day, the Employee must submit to the Chief of Police a certificate from a physician validating treatment to the family member.
 - (4) Funeral. An Employee will be granted a maximum of five (5) leave days with pay due to death in the immediate family. Immediate family shall be defined to include: parents, parents of a current spouse, spouse, children, brothers, sisters, sisters or brothers-in-law, grandparents or grandchildren, step-children of a current spouse or of other relatives living in an Employee's

home. These days shall not be deductible from accumulated sick time. An additional leave chargeable to the Employee's sick leave may be granted due to death of the current spouse or children when approved by the Chief of Police.

- (5) Prolonged Illness. If a permanent Employee has a prolonged illness in his/her immediate family, defined in this case only to include the spouse or children of the Employee, said Employee upon the recommendation of the Chief of Police and with the prior approval of the Township Supervisor, may be granted a leave of absence for such period deemed necessary by the Township Supervisor. Hospitalization, life insurance, and seniority shall continue during the leave.
- (a) Employees may use accumulated leave credits until exhausted. After all leave and allowable leave credits are exhausted, leave shall be without pay or benefits.
 - (b) A physician's certificate of the Employee's inability to work, or ability to return to work, may be required:
 - (1) If it is necessary to be absent on sick leave.
 - (2) When an Employee is ready to return to work following a prolonged absence.
 - (c) For any sick leave requests in excess of three (3) consecutive days, the Township may designate a physician to examine the sick or injured Employee and submit a report directly to the Township.
 - (d) When an Employee finds it necessary to be absent for any reason, he/she shall cause the facts to be reported to the Department as soon as possible, and where a relief Employee is required, such report must be made before the hour to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence.
 - (e) Employees who have been asked to act as pallbearers may take sick leave to perform this service with approval of the Police Chief. Such use of sick leave is not to exceed one (1) day.
 - (f) Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount smaller than one-half (1/2) day .

- (g) Use of sick leave for personal business is not allowed and its use for such purpose is cause for disciplinary action.
- (h) At the discretion of the Chief of Police, an annual physical or mental exam may be requested. The cost will be absorbed by the Township and the time and place may be so designated. Failure to pass will be cause for termination or dismissal.
- (i) Payment will be made for fifty percent (50%) of unused sick leave upon either death or retirement, or upon termination for any reason.

Section 12 - Duty Disability Leave.

- (a) A duty disability leave shall mean a leave required as a result of the Employee incurring a compensable illness or injury while in the employment of the Township covered by the Michigan Workmen's Compensation Act.
- (b) In order to be eligible for duty disability leave, an employee shall: immediately report any illness or injury, however minor, to his immediate supervisor and take such first aid or treatment as may be recommended.
- (c) Employees on duty disability leave shall not accrue vacation/sick leave, or personal days..
- (d) Permanent or probationary Employees who are unable to work as a result of an injury or illness sustained in the course of employment with the Township shall receive duty disability pay as follows:
 - (1) The Township shall, for a period not to exceed one (1) year from the date of injury, supplement without charge to sick leave or vacation, the difference between workmen's compensation and the employee's regular rate of pay, excluding any overtime or premium pay.
 - (2) After one (1) year of duty disability leave, if the employee has sufficient accrued leave, he/she will receive a payroll check for the difference between the workmen's compensation check and his/her normal bi-weekly payroll check to the extent of his/her accrued sick leave, leave bank days and compensatory time.
- (e) An Employee who is being treated for duty disability injury may be treated for such injury during regular working hours and will be compensated at his/her regular rate of pay. He/she shall report promptly to work once the appointment is completed.

- (f) Employees shall not be entitled to more than one (1) one year duty disability leave arising out of the same injury or illness, or any recurrence of an injury or illness for which the Employee has already received benefit under the provisions of this section.
- (g) The Township shall be permitted to employ part-time officers when an employee is on duty disability after thirty (30) days. Such part-time employment shall terminate upon the employee returning to full duty.

Section 13 - Absence Without Leave. An Employee who is absent from duty shall report the reason therefore to the Township prior to the date of absence when possible. All unauthorized and unreported absences shall be considered without leave and deduction of pay shall be made for the period of absence.

Section 14 - Call-Back. If an Employee is called back to work on his/her leave day, he/she shall be compensated for a minimum of two (2) hours overtime at time and one-half (1 1/2), unless such call back is continuous or contiguous to the officers assigned shift. In these instances, he/she shall be paid overtime for the exact hours or portion thereof worked.

Section 15 - Schedule "A" Wages.

	1987	1988	1989
Start	\$18,615	\$18,615	\$19,000
Step 1	\$19,245	\$19,500	\$19,753
Step 2	\$21,632	\$21,956	\$22,285
Step 3	\$23,486	\$24,190	\$24,915
Step 4	\$25,254	\$26,138	\$27,052
Step 5	\$27,150	\$28,236	\$29,365

Section 16 - Computation of Back Wages. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

Section 17 - Pay Advance. If a regular pay day falls during an Employee's vacation and he/she is to be on vacation for two (2) weeks or longer, he/she will be entitled to receive that check in advance before going on vacation. An Employee must make a request to the Township Clerk's office for his/her check two (2) weeks before the pay day he/she expects to receive the check if he/she desires to receive it in advance.

Section 18 - Posting of Vacation and Sick Time. The Township will supply a quarterly break-down of vacation and sick time. This will be posted at the Pittsfield Police Department.

ARTICLE 10 - ASSIGNMENTS, TRANSFERS AND PROMOTIONS

Section 1 - Transfer of Employees. If an Employee is transferred to a position within the Department but not included in the Unit, and is thereafter transferred again to a position within the Unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

Section 2 - Vacancy. When it is determined by the Township that there is a vacancy or a newly-created position classification within the bargaining unit, members of the unit shall be eligible to be considered for transfer or to be promoted to said position classification but must be deemed most qualified by test procedures.

Section 3 - Openings. Openings referred to in Section 2 will be posted in a conspicuous place in the Township Police Department at least seven (7) days prior to filling said opening.

Section 4 - Promotions. All members of the Pittsfield Township Police Department are eligible to qualify for promotion to the rank of sergeant under the following conditions:

- (a) Employees must have at least Two (2) years of service with the Pittsfield Township Police Department at the time the Promotional exam is given.
- (b) Upon conclusion of the written exam, applicants will be ranked in order from the highest test score downward to the applicant receiving the lowest passing score. A passing score shall be 70% or above.
- (c) Applicants who have passed the written exam will be given an oral board examination by three (3) police officers from outside the Pittsfield Township Police Department. These officers on the oral board shall have attained the rank of lieutenant or above.
- (d) The written examination shall be weighted at 65% and the oral board at 35% of the promotional process.
- (e) Upon completion of the promotional process, all employees will be ranked in order of the highest aggregate score. Promotions shall be made in the order of the ranking. In the case of a tie, the Director of Public Safety will make the determination.

(f) The eligibility roster shall be good for one (1) year from the date the roster is posted.

(g) All employees promoted are to be placed on probation for a one (1) year period; however, any salary differential for the new responsibility shall be granted on the effective date of the promotion.

Section 5 - Retention of Seniority. If a member of the bargaining unit is promoted or voluntarily transfers to another position within the bargaining unit, he/she shall retain his/her seniority. If the Township does not wish to retain the member in this position, the member shall return to his/her highest previously held position.

Section 6 - Return of Previously Held Rank. If a member of the bargaining unit is promoted or voluntarily transfers to a position outside the bargaining unit, he/she shall retain seniority in his/her highest bargaining unit-covered rank. If the Township does not wish to retain the member in the non-covered position, the member shall be returned to the highest previously held rank in the bargaining unit.

Section 7 - Temporary Assignment. Temporary assignments for the purpose of filling vacancies within the Township Department in positions will be granted to a qualified Employee for such job. Such Employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The Chief of Police shall determine when a vacancy exists, and it shall not include filling in for members on routine vacations, sick or leave days.

ARTICLE 11 - PERSONAL DAYS

It is hereby agreed that each full-time Employee shall receive three (3) days in the fiscal year 1985, and also three (3) days in 1986 at which time the Employee can conduct personal business. The Employee is required to give reasonable notice (at least 72 hours) prior to use of a personal day except in the case of an emergency, so deemed by the Chief of Police. These personal days are non-accumulative and shall not accrue beyond the end of the fiscal year in which the days are provided.

ARTICLE 12 - EQUIPMENT

Equipment shall be issued to police officers as the Chief of Police shall deem necessary to enable them to carry out their duties herein described. Such equipment issue shall include:

- (a) Three short-sleeve shirts
- (b) Three long-sleeve shirts
- (c) Three pairs of uniform trousers
- (d) One winter jacket
- (e) One spring jacket
- (f) Two hats (winter & summer)
- (g) Shoes, winter/survival/spring
- (h) One set of leather gear
- (i) Badges (2 breast, 1 hat)
- (j) Flashlight
- (k) Vest
- (l) Clipboard
- (m) Ticket board
- (n) Brief case
- (o) Weapon - duty/off duty
- (p) Rain coat/rain cover
- (q) Helmet
- (r) baton
- (s) body armor
- (t) One name tag
- (u) Three ties & one tie bar
- (v) One set of gloves
- (w) One whistle
- (x) One complete set of fatigues if required for unit assignment

All such equipment shall remain the property of the Township.

ARTICLE 13 - UNIFORM MAINTENANCE

- (a) Employees shall receive replacement of all issued uniforms from the department upon the uniform item becoming worn, damaged and/or unserviceable. Such uniform item shall be presented to the office of the Chief of Police for determination on the condition of the uniform item.
- (b) The Police Chief shall make all final determinations on any changes in the uniform. Such changes shall not be made without first receiving recommendations and input from members of the department's uniform committee.
- (c) The Township shall provide for monthly cleaning of the following uniform items at no cost to Employee every six months.
 - (1) one jacket
 - (2) four ties
 - (3) one hat
- (d) Officers employed prior to December 31, 1985 possessing those items identified as equipment under Article 12 of this Agreement, shall not receive issue of such equipment unless such equipment becomes worn, damaged or unserviceable and such replacement is approved by the Chief of Police.

ARTICLE 14 - DENTAL INSURANCE

The township will provide dental insurance to the department with the following levels of coverage:

Class I, diagnostic, preventive and emergency palliative - 100%;
the balance of Class I Benefits including radiographs - 50%.
Class II, prosthetics - 50%.
Maximum Contract Benefit on Class I and Class II benefits is \$600
per person per contract year.
Class III, orthodontics - 50%, with an \$800 lifetime maximum per
eligible person.

ARTICLE 15 - OPTICAL CARE

The township will provide family optical care benefits as follows:

- (a) Coverage can be utilized once every 24 months from a provider of choice.
- (b) Eye examinations shall be covered up to \$30.00.
- (c) Single lens prescriptions shall be covered up to \$50.00.
- (d) Multifocal lenses, contact lenses, plastic lenses, or oversized lenses shall be covered up to \$60.00.
- (e) Employees may be required to prepay. Bills must be submitted to the clerk's office for reimbursement.

ARTICLE 16 - HOSPITALIZATION INSURANCE

The Township will provide at its expense a group hospitalization benefit which will contain hospital and surgical benefits, master medical benefits, pre- and post - natal care benefits and a medical prescription rider, which will be equal to or broader than the plan which was in effect during the 1983-1984 Agreement.

ARTICLE 17 - LIFE INSURANCE

The Township will provide group life insurance coverage equal to one and a half times an employee's base salary to the nearest five thousand dollar unit.

ARTICLE 18 - COLLEGE INCENTIVE ALLOWANCE

To promote the further use of professional training of all police officers, the Township will reimburse 100% of the tuition for successfully completed criminal justice courses. The Township will also underwrite 50% of the tuition of general education courses required as part of an academic degree program.

Tuition is defined as the cost of instruction only. It is not to be interpreted as including the costs of books, travel expenses, registration fees, late fees, added fees of any kind, or the cost of course credit if separated from the cost of instruction.

ARTICLE 19 - LEAVE OF ABSENCE

Any Employee desiring a leave of absence from his/her employment must secure written permission from the Township Supervisor. The maximum leave of absence shall be for thirty (30) days and may be extended for another thirty (30) days. Permission for extension must be secured from the Township Supervisor or his/her designated representative. Failure to comply with this provision shall result in the complete loss of seniority rights for the Employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

ARTICLE 20 - LIMITATIONS OF AUTHORITY AND LIABILITY

Section 1 - Prohibition of Work Stoppage or Slowdown. Under no circumstances will the Association cause or authorize or permit any Employee to cause, nor will any Employee take part in or cause, any activity violative of Public Act 336 of 1947, as amended. Furthermore, the Association will not permit nor shall any Employee engage in any curtailment of police services by failure to report to work by either feigned or pretense of illness.

In the event of a work stoppage or other curtailment, the Association shall immediately instruct the involved employee in writing that their conduct is violative of this Agreement, that they shall be disciplined for such conduct up to and including discharge, and that such Employees should immediately cease the conduct that is violative of this Agreement.

The Township shall have the right to discipline, up to and including discharge, any Employee who instigates, participates in or gives leadership to any work stoppage or curtailment herein prohibited.

The Township shall not lock out any Employee during the terms of this Agreement.

If the Association causes or authorizes Employees to engage in any conduct violative of Public Act 336 of 1947 as amended, it shall be deemed to be in breach of this Agreement until such time as such conduct ceases, and no action subsequent to the Association's causing or authorizing the violative conduct shall be deemed to mitigate in any way the damages incurring against the Association for such breach.

Section 2 - Violation of Arbitration and Grievance Procedure. Any individual Employee or group of Employees who willfully violate or disregard the arbitration and grievance procedures set forth in ARTICLE 8 of this Agreement may be discharged by the Township without liability on the part of the Township or the Association.

Section 3 - Access to Administrative Offices. The Township agrees that it will allow proper accredited representatives of the Association access to the administrative offices of the Township at any reasonable time for the purpose of policing the terms and conditions of the Agreement.

Section 4 - Examination of Time Sheets. The Association shall have the right upon reasonable notice to examine time sheets at the Township offices and any other records pertaining to the computation of compensation of any Employee whose pay is in dispute, or any other records of the Township Department pertaining to a specific grievance.

ARTICLE 21 - PENSION PLAN

The pension plan presently in effect is herein incorporated and made a part of this Agreement.

ARTICLE 22 - CREDIT UNION

The Township agrees to deduct from each Employee who so authorizes it in writing a specified sum from each and every payroll, and to pay this sum to the credit union specified by such Employee not less frequently than monthly. The Employee may revoke at any time this authorization and assignment by filing with the Township and the credit union a statement in writing that he/she does not wish the Township to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Township and the credit union.

ARTICLE 23 - BONDS AND LIABILITY INSURANCE

Section 1 - Bonds. Should the Township require any Employee to give bond, cash bond shall not be compulsory and any premium shall be paid by the Township.

The primary obligation to procure the bonds shall be on the Township. If the Township cannot arrange for a bond within ninety (90) days, it must so notify the employee in writing. Failure to give such notice shall relieve the Employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her own bonding arrangement: standard premiums only on said bond to be paid by the Township for bonds applicable to all other Employees.

If there is any excess premium to be paid, it shall be paid by the Employee.

Section 2 - Liability Protection. The Township shall provide liability protection for all Township police personnel.

ARTICLE 24 - LOSS OR DAMAGE

Uniforms or department approved equipment damaged in the line of duty will be replaced by the Township, provided the damaged equipment is turned into the Township and the Township Police Chief determines both the equipment is not usable due to the damage incurred and that the damage was clearly not the result of negligence on the officer's part. Proof of damage having been in the line-of-duty must be presented to and approved by the Police Chief.

ARTICLE 25 - EQUIPMENT, HEALTH AND WELFARE

Section 1 - Unsafe Vehicles.

- (a) The Township shall not require Employees to take out on the streets or highways any unsafe vehicle. It shall not be in violation of this agreement where Employees refuse to operate such equipment unless such refusal is unjustified or "unreasonable under the circumstances", in which case the Employee may be subject to discipline up to and including discharge. Determination of justifiable cause shall be left to the discretion of the Police Chief.
- (b) The Township shall not require an Employee to use, operate or carry any equipment that is unsafe. Determination of condition shall be left to the discretion of the Police Chief.

ARTICLE 26 - WORKER'S COMPENSATION INSURANCE

The Township agrees to cooperate toward the prompt settlement of Employee on-the-job injury and sickness claims when such claims are due and owing. The Township shall provide Worker's Compensation protection for all Employees.

ARTICLE 27 - MILITARY SERVICE

Section 1 - Reinstatement of Seniority Employees. Any Employee who enters into active service in the Armed Forces of the United States, shall, within thirty (30) days after termination of such service, be offered re-employment in his/her previous position unless the circumstances have so changed as to make it unreasonable to do so.

Section 2 - Probationary Employees. A probationary Employee who enters the Armed Forces and meets the foregoing requirements, must complete his/her probationary period.

Section 3 - Leave of Absence for Veterans.

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal laws in effect on the date of this Agreement. Employees shall not accrue seniority or benefits during such leaves of absence.
- (b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Township when they are on full-time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. Ten (10) working days per year is the maximum limit.

ARTICLE 28 - RESIGNATION

The township requires the resignation process to be an orderly procedure, and thus the following rules shall apply:

(a) A written notice of resignation must be given to the Director of Public Safety at least four (4) weeks prior to the termination date, giving both date and reason for leaving. Proper notice will allow the township to secure a suitable replacement and will entitle the employee to any earned terminal benefits.

(b) Failure to give proper notice, without good cause, may result in cancellation of terminal benefits and will be recorded in the employee's permanent personnel record.

ARTICLE 29 - ASSOCIATION RIGHTS

Section 1 - Discussion of Association Business. Members shall be permitted to discuss Association business with other members during duty hours, provided such discussions shall not interfere with the performance of the member's duties.

Section 2 - Bulletins and Orders. A copy of any order, general order, rule, regulation or training bulletin shall be made available to the President of the Association.

Section 3 - Special Conference. Special conferences on important matters will be arranged between the Association and the Township or their designated representative. Such meetings shall be between one or more representatives of the Township and representatives of the Association. 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.

Conferences shall be held on a work day. It is recognized that such special conferences are for clarification of questions and not for resolutions of problems. Hence, this section shall not be deemed to expand in any way the duty of the Township to bargain with the Association.

Section 4 - Equality of Treatment. It is agreed by the Township and the Association that the Township shall provide equality of opportunity, consideration and treatment of all members of the unit and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Township in all phases of the employment process.

Section 5 - Township Department Personnel Files. A member's personnel file shall be kept under the control of the Chief of Police.

- (a) The Township shall not allow anyone other than officers of the Township to read, view, have a copy of, or in any way pursue in whole or in part, a member's personnel file or any confidential document which may become a part of his/her file, except as provided by statute.
- (b) All personnel files must be kept and maintained in the confines of the Chief of Police's office.

ARTICLE 30 - GENERAL

Section 1 - Discrimination. No members nor applicants for employment in the Township Department shall be discriminated against because of race, religion, sex, creed, color, or national origin. Active efforts shall be made to encourage applicants for employment in the Department from all racial, religious and nationality groups. The Township shall take steps to assure that the Department assignments and promotions are given on an equal and non-discriminatory basis. Membership in the Union shall be open to every employee covered by this contract on a non-discriminatory basis.

Section 2 - Aid to Other Organizations. The Township will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization, for the purpose of undermining the Association's representation of members of the Department.

Section 3 - Provision of Legal Counsel. The Township shall provide to the Employee such legal assistance in conjunction with existing insurance coverage as shall be required or needed as a result of the acts occurring when and while said employee is in the performance of his/her police duties and responsibilities; provided that there is no obvious and purposeful violation of the law by the employee. This shall apply only to civil suits.

Section 4 - Jury Duty. An Employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

Section 5 - Use of Auxiliary Officers. The Township agrees that it will not use auxiliary officers at any time to replace certified law enforcement officers for the purpose of filling allocated positions or for the purpose of avoiding payment of overtime to certified officers.

Section 6 - Bulletin Boards. The Township will provide a bulletin board in the police department which may be used by the Union for posting of notices. The posting of anything which could be construed as derogatory in nature shall strictly be prohibited. The designated Union representative shall be responsible for policing of the bulletin board in compliance with this contractual agreement.

- (a) Notices of recreational and social events.
- (b) Notices of election.
- (c) Notices of results of elections.
- (d) Notices of meetings.
- (e) Miscellaneous items placed on the board by employees, such as "for sale" notices.
- (f) Union activities.

ARTICLE 31 - SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Association or the Township for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

It is agreed that the provisions of this section shall not apply to inadvertent or good faith errors made by the Township or Association in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days for the date of error.

ARTICLE 32 - TERMINATION AND MODIFICATION CLAUSE

This Agreement shall be in full force and effect from January 1, 1987, covering the calendar years of 1987, 1988, and 1989 and expiring on December 31, 1989, and shall continue in effect for successive yearly periods after December 31, 1989, unless written notice is given by either the Labor Council Michigan Fraternal Order of Police or Pittsfield Charter Township at least one-hundred twenty (120) days prior to December 31, 1989 of its desire to modify, amend, or terminate this Agreement. Negotiations shall commence no later than ninety (90) days prior to expiration date of this Agreement. In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

ARTICLE 33 - INTREPRETATION

Nothing in this contract shall be held to conflict with the law of the United States and the State of Michigan relating to veteran's preferences, wage and hour laws, worker's compensation or other similar laws.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first written above.

TOWNSHIP
Pittsfield Charter Township

BY: *E. A. Jackson Morris*
E.A. JACKSON MORRIS

TITLE: Supervisor

BY: *Jerry R. Peer*
JERRY R. PEER

TITLE: Clerk

WITNESS: *Deborah J. Crown*

TITLE: Deputy Registrar

ASSOCIATION
Pittsfield Township Police
Officer Association

BY: *James A. ...*

TITLE: Steward

BY: *Richard A. Wells*

TITLE: DIRECTOR LABOR SERVICES

WITNESS: *Karen ...*

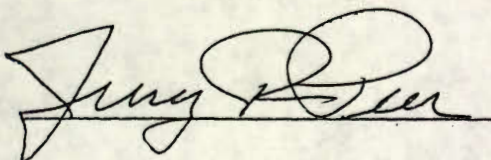
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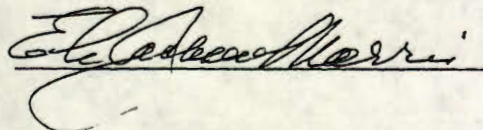
Letter of Understanding

This Letter of Understanding is to be an addendum to the Agreement between Pittsfield Charter Township and the Labor Council Michigan Fraternal Order of Police representing the Pittsfield Township Police Officers Association dated January 1, 1987 to December 31, 1989.

This Letter provides that any accumulated vacation days on record as of December 31, 1986 may be set aside in a special account and may be expended, following the same procedures and restrictions as other vacation leave provisions, over the life of this Agreement. Any unused vacation days remaining in this special account after December 31, 1989 will be forfeited once and for all.

For the Township

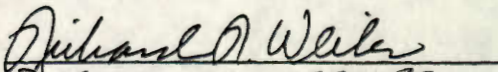




Date 11-4-87

For the Association





DIRECTOR, LABOR SERVICES

Date 10-28-87