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SIGNATURE COPY

**AGREEMENT**

between

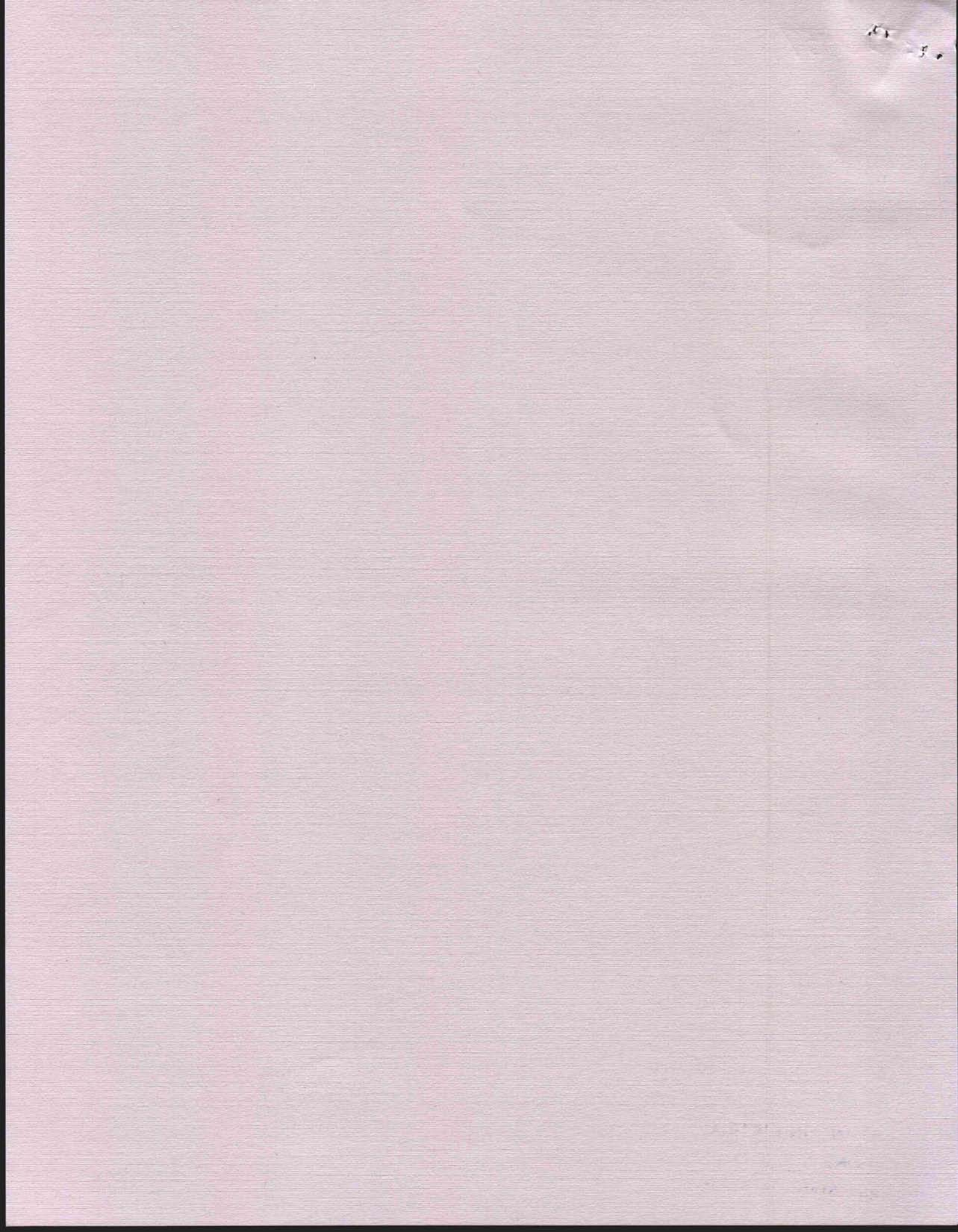
**CHARTER TOWNSHIP OF MERIDIAN**

and

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

Effective January 1, 1995 to December 31, 1998

*Meridian Township*



SIGNATURE COPY

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**CHARTER TOWNSHIP OF MERIDIAN**

and

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

Effective January 1, 1995 to December 31, 1998



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ARTICLE I.  
AGREEMENT

1.1: This Agreement entered into by and between the Charter Township of Meridian, County of Ingham, State of Michigan, hereinafter referred to as the "Township" or the "Employer" and the Police Officers Association of Michigan, hereinafter referred to as the "Union" or "POAM".

ARTICLE II.  
PURPOSE AND INTENT

2.1: The Township and the Union recognize and declare that providing a quality police and public safety department for the protection of the persons and property in Meridian Township is their mutual aim and that the character of the quality, performance, cooperation, and morale of the police and public safety officers employed by the Township is a mutual concern;

2.2: WHEREAS, the Township and the Union have agreed to bargain collectively, pursuant to the Public Employment Relations Act (Act 379 of the Michigan Public Acts of 1965) with respect to hours, wages, terms and conditions of employment of the police and public safety officers, provided however, that the Township's commitment to bargain is limited only to those matters which are solely within its jurisdiction; and

2.3: WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

2.4: In consideration of the mutual covenants, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE III.  
RECOGNITION

3.1: The Township recognizes the Police Officers Association of Michigan as the sole bargaining representative for all employees as certified by MERC Case No. R79 H-347 dated February 29, 1980, and as mutually agreed upon:

All Officers, Non-Supervisory Public Safety Officers, Corporals, Juvenile Officers, and Court Officers employed by the Township of Meridian; but excluding the Chief, Public Safety Director, Assistant Public Safety Directors, Supervisors, and all other employees.

3.2: The Township agrees not to bargain, in regard to the salaries, hours or working conditions of the members of this unit, with any labor organization other than the recognized bargaining agent for the duration of this Agreement.

3.3: The parties mutually agree that the Township has the right to drop any new employee on probation who fails to successfully complete the probation period. It is further agreed that any such employee so dropped or discharged shall be allowed to grieve such discharge. But such grievance shall not be subject to arbitration.

#### ARTICLE IV. REPRESENTATION

4.1: Bargaining Committee. The Township agrees to recognize a bargaining committee composed of a maximum of two (2) members of the Meridian/POAM local and a maximum of three (3) POAM representatives, who are not employees of the Township, to be at the bargaining table. Representatives of the Meridian/POAM local while on duty will be permitted to attend Act 312 Arbitration hearings and Department of Labor Administrative Law Judge hearings without loss of pay.

4.2: Gap Time. In all cases where members of the unit are negotiating, time spent in negotiations shall equal gap time prior to reporting for duty, schedule permitting. Time spent in negotiations shall be credited as duty time either:

- A. To allow a late shift start;
- B. To allow an early release with the gap time (time spent in negotiations) credited at the end of the shift.
- C. In all cases an individual shall be paid for the entire shift.
- D. A minimum of six (6) hours should be allowed between the end of negotiations and start of shift. Anything less than six (6) hours shall qualify as gap time. If an officer must go immediately on duty on his/her scheduled shift, that time which would normally be gap time, will be credited to the officer as compensatory time. How "gap" time is granted shall be the sole discretion of the Chief and not subject to the grievance procedure.

4.3: Stewards. Employees within the bargaining unit may be represented by a steward for each work shift. The Union shall furnish the Township with a list of the stewards' names and their assigned areas and shall keep the list current at all times.



4.4: Process Grievance. When requested by an employee, a steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He may be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and prior approval of his immediate supervisor.

4.5: Rights of Steward. When an employee presents his own grievance without intervention of a local steward, the steward shall be given an opportunity to be present and receive any answer presented.

4.6: Right of POAM to Visit Work Area. A non-employee POAM representative may consult with employees in assembly areas before the start of each work shift or after the end thereof. Before entering the assembly area, notification must be given to the Public Safety Director or his designee.

#### ARTICLE V. UNION RIGHTS

5.1: Meetings. The Union, or any committee thereof, shall have the right to use the facilities of the Meridian Township Hall without charge, for Union meetings. Proper clearance for the use of said facilities shall be obtained from the appropriate Township official prior to the scheduling of any meeting. The meeting shall be conducted in a manner which shall not prove to be disruptive to the normal functioning of the police department.

5.2: Bulletin Board. The Township will provide space within the Township Police Department for a bulletin board to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any Township elected or administrative officials.

5.3: Personnel File. Employee's police department personnel files shall be kept under the direct control of the Township Manager.

- A. The Employer will not allow anyone other than authorized personnel to read, view, have a copy of, or in any way peruse in whole or in part, an employee's police personnel file or any document which may become a part of his or her file.
- B. An employee may by right view his own police personnel file as to its total content except the background investigation report upon written request to the Director of Public Safety. The Township agrees not to divulge the contents of the employee's file without a written release from the employee concerned.

- C. All police personnel files must be kept and maintained in the confines of the Township Hall so as to secure privacy.
- D. It is understood by both parties that the Township Manager may review the police files.

5.4: Past infractions may only be used in administering discipline up to a three (3) year period. After the three (3) year period, past infractions shall not be used against any employee of the bargaining unit, unless it is part of an ongoing grievance in which case it shall remain in the file until such time as the grievance is resolved. After three (3) years, all settled disciplinary infractions shall be removed and discarded from all files.

5.5: Discrimination. The Township will not discriminate against any employee because of membership in the Union. Membership in the Union shall not be denied to any member of the bargaining unit.

5.6: The Township agrees to notify, except in cases of emergency, the Union of any amendments to the Township personnel policy and department regulations in advance of their effective date.

ARTICLE VI.  
LEAVE FOR UNION CONFERENCES AND CONVENTIONS

6.1: The Township will grant leaves of absence with pay to Union members of the bargaining unit of the Police Officers Association of Michigan for the following functions:

- A. Two (2) persons for one (1) day or one (1) person for two (2) days, union option as designated by the president, to attend the POAM Annual Delegates meeting each calendar year. The designated officer, who desires to attend the meeting, shall notify the Township sixty (60) days in advance of his intentions for the time off.

ARTICLE VII.  
GRIEVANCE PROCEDURE

7.1: For the purpose of this Agreement, a grievance is a claim by an officer, a group of officers, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, the personnel policies of the Township insofar as applicable, or the written work rules of the police department.

7.2: No grievance shall be processed or recognized unless submitted in writing within ten (10) days of the event prompting the grievance, provided, however, that any grievance involving pay may be filed within ten (10) days of receipt of the paycheck which contains the claimed deviation in pay rate.

7.3: The grievance procedure shall consist of the following steps:

Step 1 - Verbal - Immediate Supervisor. The officer shall first present the grievance to his immediate supervisor, either personally or with his Union steward. If an officer requests the assistance of a Union steward, no steps shall be taken to process the grievance until a Union steward is present.

Step 2 - Written - Chief. If the grievance is not resolved, the grievance shall be reduced to writing. The POAM shall have the right to utilize its own grievance form. The grievance shall be signed by the officer and the Union representative and filed with the Chief. The grievance shall set forth the facts, including dates and provisions of the Agreement that are alleged to have been violated and the relief sought. The Chief shall hear the grievance and have five (5) days from date of receipt of the grievance to submit a decision to the Union steward, in writing.

Step 3 - Director of Public Safety. If there is no Director of Public Safety, then the grievance shall be advanced to the Township Manager as in Step 4. If the Chief does not satisfactorily adjust the grievance in Step 2, the Union shall have five (5) days from the date of receipt of the decision in which to appeal, with written reason for such appeal, the grievance to the Township Director of Public Safety. The Director will hear the grievance. A decision in writing shall be given by the Director within ten (10) days of receipt of the grievance. The decision shall be delivered to the local Union Chief Steward.

Step 4 - Township Manager. If the Director does not satisfactorily adjust the grievance in Step 3, the Union shall have seven (7) days from the date of receipt of the decision in which to appeal, with written reasons for such appeal, the grievance to the Township Manager. The Manager will hear the grievance. A decision in writing shall be given to the Union representative by the Manager within ten (10) days of receipt of the grievance.

Step 5 - Township Board of Trustees. If the Manager does not satisfactorily adjust the grievance in Step 4, the POAM may in seven (7) days from receipt of the decision appeal, with written reasons for such appeal, the grievance to the Township Board. Said appeal may only be filed with the consent and approval of the Union. The Township Board shall have twenty (20) days in which to render its decision in writing to the Union.

Step 6 - Arbitration. If the POAM is not satisfied with the disposition of the grievance by the Township Board, the grievance may be submitted to an impartial arbitrator, but said

submission shall be made within twelve (12) days of receipt of the decision of the Board by the POAM. Notice of an intent to arbitrate shall be made by the POAM in writing to the Township.

Upon receipt of notice of intent to arbitrate, the parties shall attempt to agree upon an arbitrator.

If the parties are unable to agree upon an arbitrator within ten (10) days of receipt of request for arbitration, the party requesting arbitration shall submit the matter to the American Arbitration Association asking for selection of an arbitrator in accordance with its Voluntary Labor Arbitration Rules.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or the written personnel policies of the Board. The jurisdiction of the arbitrator shall be limited to the claimed violation, misinterpretation or misapplication of the terms of the Agreement and the written personnel policies and work rules of the Board, provided, however, that in the event of discipline cases, the jurisdiction of the arbitrator shall be limited solely to the power to determine whether the discipline was for just cause and the propriety of the discipline as a remedy. In the event of discharge cases, the jurisdiction of the arbitrator shall be limited to the question of just cause and the propriety of discharge as a remedy. If the arbitrator determines absence of just cause in a disciplinary case, he may order reinstatement with back pay or payment to the employee of any contract benefits lost as a result of disciplinary action.

The arbitrator's fees and expenses, the filing fee, and the cost of any facilities used for the proceeding shall be borne equally by the parties. The fees of counsel, witnesses or other parties shall be borne by the party incurring the same.

The decision of the arbitrator shall be final and binding upon all parties.

7.4: Grievance proceedings shall be without loss of pay to the grievant and/or the steward involved, and said proceedings shall be conducted at a mutually agreeable time. Both parties agree, however, that the primary obligation of both parties is the public safety of the citizens of Meridian Township, and no proceedings shall be scheduled which would interfere with said duty.

7.5: The time limitation set forth in this grievance procedure shall be strictly observed, but may be extended by written agreement of the parties. Saturdays, Sundays, and holidays shall not be counted when time limitations are concerned for submitting, answering, or scheduling grievance matters. A grievance may be withdrawn by mutual agreement at any time. Any grievance not processed to the next step by the Union within the specified time shall be considered settled on the basis of the last decision by the Township. Any grievance upon which a decision is not rendered within the applicable time limits by the responsible Township representative shall be considered to be automatically advanced to the next level.

7.6: Notwithstanding the expiration of this Agreement, any grievance arising during the life of this Agreement may be processed through procedure until resolution.

7.7: For purposes of this provision, the Union shall appoint stewards, and their names shall be filed with the Township. As changes are made in designation, the Union shall supply the Township with said changes. The Township shall not be obligated to discuss grievances with other than designated Union stewards or POAM representatives.

7.8: Both parties agree to continue discussion regarding any unresolved disputes which have been ruled non-arbitrable by an arbitrator under this grievance procedure.

7.9: No grievance may be filed under this Agreement wherein the claim is advanced indicating that the violation occurred in advance of the actual date of execution of this Agreement.

ARTICLE VIII.  
DUES DEDUCTION AND AGENCY SHOP

8.1: Dues. The Township agrees to deduct from the salary of each individual employee in the bargaining unit, who voluntarily becomes a member, the Union dues subject to all of the following subsections:

- A. Dues Deduction Authorization. The Union shall obtain from each of its members a completed Checkoff Authorization form which shall conform to the respective state and federal laws concerning that subject or any interpretations made thereof or as an alternative, allow any employee so desiring to pay their dues in increments or a lump sum.
- B. Forms Filed with Treasurer. All Checkoff Authorization forms shall be filed with the Township Treasurer who may return any incomplete or incorrectly completed form to the Union Treasurer. No checkoff shall be made until such deficiency is corrected.
- C. Service Fee. All other employees covered under this Agreement who do not choose Union membership voluntarily in the POAM shall, as a condition of continued employment, have deducted from their wages a collective bargaining service fee which shall be equal to the monthly Union dues.
- D. The Township shall checkoff only obligations which come due at the time of checkoff deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.

- E. The Township's remittance will be deemed correct if the Union does not give written notice to the Township Treasurer within two (2) weeks after a remittance is sent, of its belief, with reasons stated therein, that the remittance is incorrect.
- F. Any employee covered by the terms of this Agreement may join or terminate membership in the Union by written notice to the Township Treasurer and the amount owing the Union shall reflect accordingly with the next payment from the employee and due to the Union.
- G. The Union shall provide at least thirty (30) days written notice to the Township Treasurer of the amount of Union dues and/or collective bargaining service fee to be deducted from the wages of Township employees as in accordance with this article. Any change in the amount determined will also be provided to the Township Treasurer at least thirty (30) days prior to its implementation.
- H. The Union agrees to defend, indemnify, and save the Township harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the POAM.
- I. The Union shall exclusively use the following Checkoff Authorization form as herein provided for:

PAYROLL DEDUCTION AUTHORIZATION

FOR THE \_\_\_\_\_  
(Name of Department)

ATTENTION: PAYROLL DEPARTMENT

BY: \_\_\_\_\_  
LAST NAME FIRST NAME MIDDLE

EFFECTIVE: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assignments and, at least once each month, an

amount established by the Union as monthly dues. The amount deducted shall be paid to:

POLICE OFFICERS ASSOCIATION OF MICHIGAN - POAM  
28815 West Eight Mile Road, Suite 103  
Livonia, Michigan 48152

This authorization shall be irrevocable during the term of this Agreement:

SIGNATURE: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

**ARTICLE IX.**  
**MANAGEMENT RIGHTS**

9.1: The Union recognizes that the Township reserves and retains, solely and exclusively, all rights to manage and operate the Township's affairs.

9.2: The Township, on behalf of its electors, hereby retains and reserves, solely and exclusively unto itself, all powers, rights, duties, and responsibilities conferred upon and vested in it by its Charter and the laws and the Constitutions of the State of Michigan and the United States. Such rights, by way of illustration, but not limitation, being partially set forth as follows:

- A. To manage its affairs efficiently and economically, including the determination of the quantity and quality of services to be rendered, the control of material, tools and equipment to be used, and the discontinuation of any materials or methods of operation which its deems necessary for the public good.
- B. To introduce new equipment, methods, procedures, to change or eliminate existing equipment and methods, and to decide on material, supplies, equipment, and tools to be purchased and used.
- C. To determine the type, number, and location of all facilities, materials, equipment, and installations.

- D. To hire, assign, transfer, promote, demote; to discharge and discipline for just cause and lay off employees in accordance with applicable state law and in accordance with this Agreement.
- E. To supervise and direct the work force, assign work, and determine the number of employees assigned to operations whenever and wherever the same shall be deemed necessary and proper.
- F. To establish, change, combine or discontinue job qualifications, and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications.
- G. To determine lunch, rest period, department meeting times and places, starting and quitting times, and the number of hours to be worked.
- H. To establish work schedules.
- I. All rights, functions, powers, and authority which the Township has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Township. The Township shall have the right to amend, supplement or add to the written rules and regulations during the term of this Agreement, provided, however, the Township shall notify the Union of any such amendments, supplements or additions at least five (5) days in advance of their effective date, except in cases of emergency. Such written rules shall be reasonable and shall relate to the proper performance of the officers' duties and shall not be applied in a discriminatory manner.
- J. To determine the size of the work force and to increase or decrease the same; to abolish, restructure or consolidate the department; to contract police work out in whole or in part, when necessary, subject only to the applicable terms and term of this Agreement.
- K. To permit police officers and employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the Township, this is necessary for the conduct of municipal service.
- L. To select employees for promotion or transfer to supervisory or other positions, and to determine the qualifications and competency of employees to perform available work.



9.3: The applicability of this article shall be limited only by the specific terms and conditions as hereafter provided for in this Agreement.

ARTICLE X.  
SENIORITY AND LOSS OF SENIORITY

10.1: Definition. Seniority shall mean the status attained by continuous length of service as an employee in a classification of the Meridian Township Police Department and Public Safety Department.

10.2: How Earned. Upon the completion of probation, an employee's seniority shall begin from the first day of employment.

10.3: Seniority List. The Township will maintain a roster of employees, arranged according to seniority and classification, showing the name, position, anniversary date, and shall furnish a copy to the Union every six (6) months.

10.4: Loss of Seniority. An officer shall lose his/her seniority for the following reasons:

- A. He/she resigns or quits.
- B. He/she is discharged and is not reinstated.
- C. He/she retires.
- D. He/she has been on layoff status for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- E. He/she is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or layoff, for one (1) working day without notification to the Township, unless employee has a reasonable excuse.

ARTICLE XI.  
LAYOFF AND RECALL

11.1: Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or abolition of positions because of changes in organization.

11.2:        Order of Layoff. No permanent or probationary employee shall be laid off from his position in the police department while any temporary or provisional employees are serving in the same position class in the department.

- A.        Except as provided below, the layoff of probationary employees shall precede the layoff of any permanent employee in the police department. Permanent employees shall be laid off by inverse seniority.

11.3:        Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff, who so requests, shall, in lieu of layoff, be demoted by seniority to a lower position in the department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class which he has not previously held permanent status. No employee may be bumped by an employee taking a demotion from a higher classification or rank unless the employee in the lower classification or rank has less seniority.

11.4:        Notice of Layoff. Employees to be laid off shall be given at least fourteen (14) days prior notice.

11.5:        Preferred Eligible Lists. Employees laid off shall have their names placed on preferred eligible lists in order of seniority.

- A.        Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater, for those employees demoted. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years, whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the department before other persons are selected for employment or promotion in those ranks.

11.6:        Recall from Layoff. Employees to be recalled from layoff shall be given a minimum of five (5) calendar days to respond after notice has been sent by certified mail to their last known address.

11.7:        Employees who decline recall, or who, in absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligible lists.

11.8:        Notwithstanding any contrary provisions, there shall be no layoffs of police officers during the life of this agreement.

ARTICLE XII.  
HOURS OF WORK

12.1: Work Day - Work Week. Officers may be required to be on duty either a minimum of eight (8) consecutive hours during each scheduled working day for a total of five (5) consecutive days of eight (8) hours each, or a minimum of ten (10) consecutive hours during each scheduled duty day for a total of four (4) consecutive days of ten (10) hours each, excepting as excused by the Chief. Any time in excess of the minimum duty hour day, to be established by the Township according to the above alternative, shall constitute overtime.

12.2: Work Schedule. A shift schedule will be posted at least once every thirty (30) days indicating the normal work day of every member of the department. Said schedule shall be posted at least thirty (30) days prior to its effective date.

- A. Changes may be made in the posted shift schedule by the Chief as may be required to meet the needs of the department.
- B. Trading Shifts. Employees will be allowed to swap or trade shift assignments as long as requests for such trades or swaps are completed two (2) weeks before the month begins, and are by mutual, written agreement, with the approval of the Chief of Police. The Chief shall not unreasonably withhold such approval.
- C. Shift assignments shall be made by classification.

12.3: 4-10. The Township has implemented the four (4) day, forty (40) hour week schedule, but reserves the right, as hereinafter stated, to change said schedule. The Township may adopt different schedules for different members of the bargaining unit. The Union fully realizes that while the four (4) day, forty (40) hour week schedule creates certain department efficiencies, it also results in an additional fifty-two (52) days off for the employees.

12.4: Work Schedules. Work schedules will be reasonable.

12.5: All detectives while on active duty only shall be assigned a Township vehicle on a permanent basis. Active duty means duty time only and does not include time on extended sick leave, vacation, funeral leave, personal leave or compensatory leave. The Township reserves the right to recall the vehicle when needed when the detective is not on active duty.

12.6: Investigator On-Call Rotation. Investigators will share on-call time equally on a rotating basis. The rotation shall be determined by the investigators. In the event the investigators fail to establish a rotation schedule, the Department shall designate the rotation schedule.

ARTICLE XIII.  
OVERTIME

13.1: Overtime. All overtime shall be reimbursed at the rate of one and one-half (1½) times the regular rate (to be computed by dividing the basic wages of the officer by 2080 hours) and shall be paid at the end of the next regularly scheduled pay period after the overtime is earned.

13.2: Overtime shall be authorized by the officer's immediate supervisor at the time he is instructed to perform the overtime service and shall be on a form furnished by the Chief and signed by the officer's immediate supervisor. Authorizations for overtime shall not be unreasonably withheld.

13.3: Court Time. Effective December 1, 1980, officers subpoenaed or directed into court, while off-duty (to include District Court, Circuit Court, any appearance with the Secretary of State, or any other official administrative hearing) shall be paid at the rate of time and one-half (1½) with a minimum guaranteed payment of two (2) hours.

13.4: Witness/Parking Fees. Any officer, while off duty, who is required to attend court, validate a Complaint/Warrant, or attend any administrative hearing as outlined in this section, may elect at his/her option to use a privately owned vehicle, providing such appearance is held within the Ingham County or at the State Secondary Complex. If the officer provides his/her own transportation, he/she shall be reimbursed at the then standard rate paid by the Township. However, any mileage fees paid by the court, etc., shall be turned in to the Township. Mileage shall be computed from the officer's house of residence to the place of hearing by the most direct route and shall not exceed sixty (60) miles round trip. The sixty (60) mile round trip cap will not apply in those instances where the officer is on compensatory time, vacation, or holiday and an adjournment was requested and denied. Officers may elect to pick up a Township vehicle in which case no mileage fee shall be paid by the Township and any mileage fee paid by the court or other agency shall be turned in to the Township.

13.5: Warrant or Validation of Complaint. If an officer has to go to court to validate a complaint or warrant, the officer shall be paid, if off-duty, at the rate of time and one-half (1½) with a minimum guaranteed payment of two (2) hours. In the event such hours shall exceed two (2) hours in the case of court time or two (2) hours in the case of validation of complaints/warrants, as outlined above, in which case the officer shall be paid overtime for the exact hours or portion thereof worked.

13.6: Civil Proceedings. If the employee is subpoenaed into a civil court proceeding because of an incident that is not work related or did not arise out of the performance of his/her duty as a law enforcement officer, the employee shall retain all witness and mileage fees. Compensatory time, personal leave, or vacation shall be used, if necessary, to honor the subpoena.

13.7: Compensatory Time. An officer may, in lieu of payment for overtime, receive compensatory time off at the straight time rate. Effective January 1, 1994, an officer may, in lieu of payment for overtime, receive compensatory time off at 1-1/2 times the hours worked. Compensatory time shall be authorized by the officer's immediate supervisor at the time he/she is instructed to perform the compensatory time service and shall be accounted for on a form furnished by the Chief of Police and signed by the officer's immediate supervisor. Authorization for compensatory time shall not be unreasonably withheld. No accumulation of compensatory time shall be authorized or credited in excess of sixty (60) hours, except in an emergency situation. Accumulated compensatory time in excess of sixty (60) hours shall be used up during the pay period following the one in which the compensatory hours were accumulated or be paid, unless authorization, in writing, to extend the time beyond the following pay period is obtained from the Chief of Police.

- A. To the extent possible, individual preference in the use of compensatory time will be honored. The Chief shall grant approval of the use of all compensatory time. The decision of the Chief shall not be subject to the grievance procedure.
- B. The department has an obligation to honor reasonable requests for use of compensatory time, but also has an obligation to the citizens of the Township to maintain quality police service for the protection of persons and property in the Township.
- C. Upon resignation, discharge, or retirement from the employ of the Township, all accumulated compensatory time shall be paid to the employee in full. Upon the death of an employee, all accumulated compensatory time shall be paid to the employee's spouse or estate in full.

13.8: Call Back. All hours worked due to call back immediately preceding the officer's normal work day shall be compensated at the rate of one and one-half (1½) times the regular hourly rate.

- A. All hours worked due to call back not immediately preceding the officer's normal work day shall be compensated at time and one-half (1½) with a minimum of two (2) hours.

13.9: Standby. Officers placed on standby shall receive one and one-half (1½) times the regular hourly rate, provided however, that overtime pay for standby service shall only be paid if the officer is directed to report to the normal assembly point or to some other area away from his home. In the event the officer is called, the Township agrees to pay a minimum of two (2) hours call back.

13.10: For any appearance in court or administrative hearing as outlined in Section 13.3 and/or 13.5 of this Article, the minimum guaranteed hours shall not apply for appearances contiguous to the beginning and end of an officer's normal duty shift. In such instances, an officer shall receive one and one-half (1½) times the regular hourly rate for the exact number of hours or portion thereof worked before or after the beginning or end of his/her normal duty shift. Officers will not receive overtime pay for appearance at any court or administrative hearing held during his/her normally scheduled duty hours.

ARTICLE XIV.  
WAGES

14.1: Employees covered herein shall receive an annual salary. An officer shall receive an hourly rate for services performed not exceeding the total annual wage referred to as the basic wage, as set forth in Appendix A attached hereto. The basic wage represents compensation for service rendered for 2080 hours of service.

ARTICLE XV.  
INSURANCE

15.1: Life Insurance. The Township shall provide each officer with standard group life insurance coverage. Officers shall be insured in an amount equal to the officer's salary to the next multiple of \$1,000, but not less than \$10,000. The entire cost of the insurance shall be borne by the Township.

15.2: Accidental Death and Dismemberment. The Township shall provide each officer with insurance coverage against accidental death or dismemberment, wherever or however it occurs, which shall be in addition to benefits provided by Workers' Compensation and other insurance programs listed herein. The coverage afforded shall be in an amount equal to the officer's salary to the next multiple of \$1,000, but not less than \$10,000.

15.3: Health and Hospitalization. The Township shall provide each officer and family with medical and hospitalization insurance coverage equal to the standard MVF I program of the Blue Cross-Blue Shield Plan, ML and \$5.00 prescription rider plan. The entire cost of this coverage shall be borne by the Township.

- A. The Township reserves the right to substitute another carrier for this coverage, provided that the fundamental provisions of the present coverage will not be changed.
- B. Improvement in Hospitalization Plans During Term of Contract. Any improvements or increase of benefits which occur in the Township Health and

Hospitalization Program during the term of this contract shall automatically be extended to the employees covered by this Agreement.

- C. Health Insurance for Survivors. The Township shall provide medical and hospitalization coverage for surviving dependents of duty related death cases. Coverage shall be for unmarried spouses and unmarried children to age 19, provided survivors are not entitled to social security survivors benefits.
- D. An employee who has dual medical insurance coverage may, at his/her option, elect to refuse medical insurance coverage provided by the Township. Such election shall be in writing. The Township shall pay any employee entitled to and refusing medical insurance coverage an amount equal to the Blue Cross/Blue Shield single person monthly premium rate for each month in which medical insurance coverage is not provided.
- E. Health and Hospitalization. The Employer will provide health and hospitalization coverage to retirees, and their spouses, who are eligible to draw a pension from the Township upon their separation from the Township as follows:
1. Blue Cross/Blue Shield MVFI with riders D45NM (with semi-private room [365 days]), ML, FAE/RC Master Medical Option #3 (80%-20%) and \$5.00 prescription drug rider. Retirees may add dependent children coverage, but at the retiree's expense.
  2. The Employer may elect to change insurance carriers. However, there shall be no loss of benefits as a result of the change in carriers.
  3. If the retiree accepts other employment and comparable health insurance is available, then the Township shall not be obligated to provide the retiree with health insurance coverage. Failure to notify the Township of the availability of alternative health insurance coverage will be grounds for eliminating the 50% share of the Township provided health insurance coverage.
  4. The retiree must apply for Medicare as soon as he/she is eligible. Upon receiving Medicare coverage, then the Township shall reduce the present health insurance coverage to provide the Medicare Supplement.

5. Should the retiree be covered with health insurance through his/her working spouse, then the Township shall not be obligated to provide the retiree health insurance while the retiree is eligible for dependent status coverage. Health insurance regulations shall govern.
6. Should the spouse survive the retiree, then the spouse shall continue to receive and be eligible for the above described retiree health and hospitalization coverage.
7. The Township shall pay fifty percent (50%) of the monthly premium and the retiree shall pay fifty percent (50%) of the monthly premium.

15.4: Dental Plan. The Township will make available the following family dental plan: Blue Cross/Blue Shield Comprehensive Preferred Plan CR 100-50-50, MBL \$800 or equivalent and the Employer shall pay full premiums for employee and family.

15.5: If the Union can arrange for employee paid orthodontia in connection with the present Blue Cross/Blue Shield Dental Plan, the Employer agrees to deduct all costs from employees and send to Blue Cross.

15.6: Accident and Sickness Income. The Township shall provide accident and sickness income insurance for injuries and sickness of any type, which shall be in addition to and in supplement of the sick leave benefits granted to each officer. Said insurance shall provide each officer sixty (60%) percent of his weekly earnings with a maximum of \$1,500 per month for the length of disability to age sixty-five (65), less any income benefits received from Workers' Compensation Insurance, Social Security, and any life insurance provided by the Township. The benefits of this insurance do not cover sickness or accidents resulting from employment with another Employer. The entire cost of this coverage shall be borne by the Township. The terms of this policy shall control this section, and an officer drawing disability may be required to return to work at a position where disability will not impair his ability to perform.

Effective 30 days after this contract is executed in 1994, the maximum accident and sickness income benefit will be up to \$3,500 per month.

15.7: Liability Insurance. The Township shall furnish liability insurance which shall be designed to protect the officers from personal liability for actions arising out of the course of their employment. Said policy is incorporated herein by reference, and the term of said policy shall control. To the extent of the coverage provided, said policy will guarantee an adequate defense for the officer, if sued, and will provide a source of funding for any judgment rendered against an officer.



ARTICLE XVI.  
WORKERS' COMPENSATION

16.1: Workers' Compensation. In cases where an employee is approved for Workers' Compensation for an injury sustained while working the employee shall be compensated as follows:

- A. In cases where an employee is approved for Workers' Compensation, the Township will supplement the difference between Workers' Compensation benefits and normal weekly earnings (excluding overtime) without charge to sick leave or vacation, on the following basis:
1. For a period of up to one hundred and four (104) weeks where an employee received injury as a result of an assault or by way of a weapon (not self inflicted).
  2. For a period of up to twenty six (26) weeks, all other cases of Workers' Compensation.

Effective January 1, 1994, in cases where an employee is approved for Workers' Compensation, the Township will supplement the difference between Workers' Compensation benefits and normal weekly take-home pay (excluding overtime) without charge to sick leave or vacation, on the following basis:

- a. For a period of up to one hundred and four (104) weeks where an employee received injury as a result of an assault or by way of a weapon (not self inflicted).
- b. For a period of up to twenty six (26) weeks, all other cases of Workers' Compensation.

16.2: In the event an employee receives sick leave compensation and subsequently such employee is awarded Worker's Compensation for the same period of time, the employee shall reimburse the Township for the amount received as sick leave compensation and the Township shall credit the employee's sick leave account with the number of days so used as sick leave.

ARTICLE XVII.  
PROBATIONARY PERIODS

17.1: When a new employee is hired in the unit, he may be considered as a probationary employee for the first twelve (12) months after attendance at the Michigan Police Academy. Trained,

new employees shall serve a probationary period of twelve (12) months from the date of hiring. The Union shall represent probationary employees for purposes including but not limited to rates of pay, wages, hours of employment, and grievances concerning interpretation of all aspects of this contract. In the event of discharge and/or discipline of an officer in probationary status, the Union may represent said officer, but neither the officer nor the Union may process any grievance arising out of disciplinary or discharge action to the arbitration step of the grievance machinery.

17.2: The Township will notify all probationary employees monthly, in writing, advising them of their manner of performance and their general overall acceptability to law enforcement.

17.3: The probationary period for the rank of corporal shall be nine (9) months. The Township shall notify the employee quarterly, in writing, of his/her acceptability of performance in the position. The grievance machinery shall not be available for any demotion of a corporal during said probationary period.

ARTICLE XVIII.  
LONGEVITY

18.1: The Township agrees to pay longevity according to the following schedule:

Five (5) through nine (9) years	2% of annual salary
Ten (10) through thirteen (13) years	4% of annual salary
Fourteen (14) through sixteen (16) years	6% of annual salary
Seventeen (17) years or more	8% of annual salary

provided, however, that the maximum base salary upon which longevity payments may be based shall not exceed \$16,000.

18.2: Said additional annual payments shall be paid in a lump sum at the first regular pay period following achievement of the scheduled anniversary date which makes the employee eligible for the longevity payment. For purposes of computation, years of service shall be measured from the first day of employment with Meridian Township.

18.3: In the event of split, interrupted or non-continuous service, longevity computations shall only be based on the last period of continuous service to the Township.

ARTICLE XIX.  
EDUCATIONAL INCENTIVE PAY

19.1: Any officer holding a two-year Associate's degree, or who has accumulated sixty (60) semester (ninety [90] term) hours toward a Bachelor's degree, both of which must be in law enforcement or a related field, shall receive an education bonus of three percent (3%) of base salary.

19.2: Any officer holding a Bachelor's degree in law enforcement, or related field, shall receive an educational bonus of five percent (5%) of base salary.

19.3: Effective January 1, 1984, the education bonus is capped at \$1,200 per calendar year for a qualifying Bachelor's degree and capped at \$720 per calendar year for a qualifying Associate's degree or number of semester/term hours. The educational bonus hourly rate will be removed from the base wage for all wage adjustments and thus will not be effected by any future wage increases.

19.4: The educational increments specified above shall commence upon receipt by the Township of a certified transcript of hours, or receipt of a transcript indicating award of a qualifying Bachelor's degree.

19.5: If an officer desires to attend an institute of higher learning and enrolls in the law enforcement field, or a related field, he/she shall submit in writing to the Chief his/her preference for a shift in order to continue to attend classes. The employee will be given due consideration depending upon seniority and/or manpower limitations with such a request.

19.6: An officer may, with thirty (30) days advance notice, take an educational leave for one (1) term or semester (without pay and without loss of Township benefits) provided the officer signs a letter of understanding to remain in the employ of the Township for one year from the date he/she returns from his educational leave.

19.7: The Township reserves the right to credit outside experience in determining placement of a new officer on the salary schedule. Any placement outside the normal shall be revealed to the Union in writing.

ARTICLE XX.  
PENSION AND RETIREMENT

20.1: Each officer shall receive pension benefits in accordance with the established Meridian Township Employees Pension Plan.

- 20.2: The Township Retirement program shall consist of the following:
- A. Retirement salary 40% of final five (5) year average base salary. Beginning January 1, 1984, factor increased to 1.8% per year of service.  
  
Effective December 31, 1994, the retirement factor will be increased to 1.8, with the cost of the improvement being shared by the Township and each employee on an equal basis. The employee's share will be 1.15% of base wages. The Township agrees to open a one-time three (3) month window beginning September 1, 1994, for all officers eligible for a normal retirement benefit to opt for retirement with the higher factor.
  - B. Retirement available after twenty-five (25) years service.
  - C. Minimum age of retirement to be fifty-five (55) years old. Effective December 31, 1991 the minimum age of retirement shall be reduced to age 52 years old.
  - D. Retirement plan shall retain the existing Social Security offset provision.
  - E. Vesting at one hundred (100%) percent to be effective after ten (10) years of complete service.
  - F. Beginning January 1, 1984, pension shall include a survivor's benefit. If and when an employee retires, the employee may select spouse and children up to age eighteen (18) to receive the actuarial equivalent of the normal retirement benefit of either 50%, 66-2/3%, 75% or 100% of the employee's benefit as a continuation to his/her survivors.
  - G. Beginning January 1, 1984, if an employee reaches normal retirement and expires before retiring or before choosing a survivorship plan, it shall be considered at one hundred (100%) percent.
- 20.3: In cases of pension, the terms of the actual policies shall control.
- 20.4: Early retirement shall be available at age fifty-five (55) years with fifteen (15) or more years of service with a correspondingly reduced pension benefit.
- 20.5: The Social Security offset provision in the existing pension plan shall be eliminated with a reduction in the existing pension factor of 1.8% so that the resulting pension benefit shall remain equal to that which the employee would have received prior to the elimination of the Social

Security offset. The POAM Business Agent shall be provided with information from the pension plan actuaries to verify that eliminating the Social Security offset does not affect the resulting pension benefit. Effective December 31, 1991 the pension multiplier factor shall be 1.6%.

20.6: Effective July 1, 1996, the Employer shall implement the Michigan Employees Retirement System B-3 Program with the 50/25 rider. Each officer shall contribute 3.5% of his/her gross pay to the cost of the plan. The employee's contribution will be reduced to 2.5% of his/her gross pay effective December 31, 1998. The Employer shall pay the remaining cost, if any, of the retirement plan.

#### ARTICLE XXI. SICK LEAVE

21.1: Advance Sick Time. Upon hiring, each officer shall be entitled to an advance credit of eighty (80) hours of sick leave, said sick leave to be used for absences caused by illness or physical disability, as hereinafter defined.

21.2: Use of Sick Time. Each hour of sick time used shall be charged against member's sick bank.

21.3: Accumulation. Each officer shall accumulate sick leave hours at the basic rate of eight (8) hours per calendar month after the tenth (10th) month of employment. Said hours shall be allowed to accumulate up to a maximum of eight hundred (800) hours. Effective January 1, 1994, said hours shall be allowed to accumulate up to a maximum of one thousand forty (1040) hours.

21.4: Paid Upon Separation. The Township shall compensate the employee for twenty-five (25%) percent of his/her total accumulated sick leave based on his/her base salary upon separation or retirement.

21.5: Supplemental Pay. In the event that an officer is unable to work because of illness, injury or other physical disability, he shall receive full pay for those hours missed to the extent of his accumulated sick leave. Absence due to injury or illness incurred in the course of the officer's employment shall be reimbursed by the Township from the officer's accumulated sick leave to the extent that the net salary of the officer exceeds the disability benefits provided by the Workers' Compensation Law. To the extent that the Township makes payment to an officer for that portion of his salary not reimbursed under the Workers' Compensation Law, said partial payments shall be charged pro-rata against the officer's accumulated sick leave days, except as provided in Article 16, Workers' Compensation.

Effective January 1, 1994, in the event an officer is unable to work because of illness, injury or other physical disability, he shall receive full pay for those hours missed to the extent of his accumulated sick leave. Absence due to injury or illness incurred in the course of the officer's

employment shall be reimbursed by the Township from the officer's accumulated sick leave to the extent that the normal weekly take-home pay (excluding overtime) of the officer exceeds the disability benefits provided by the Workers' Compensation Law. To the extent that the Township makes payment to an officer for that portion of his salary not reimbursed under the Workers' Compensation Law, said partial payments shall be charged against the officer's accumulated sick leave days, except as provided in Article 16, Workers' Compensation.

21.6: No officer, while unable to work because of illness or disability, shall be allowed to draw any sum in excess of his net weekly salary from insurance proceeds or sick leave provided by the Township. To the extent that the Township is reimbursed by insurance sources for payments made to the officer unable to work because of illness or disability, the accumulated sick leave of the individual officer shall not be charged.

21.7: An officer who is unable to work because of personal illness or disability and who has exhausted all sick leave available, and who may or may not be receiving accident and sickness income protection afforded by the Township, may be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed each year upon decision of the Township Board. An officer on leave of absence shall not be entitled to advancement on the salary scale or the accumulation of additional sick leave days.

21.8: In the event of illness on the part of an officer where the officer has exhausted his sick leave and will not be presently reimbursed by any insurance programs provided by the Township, the other officers may, upon request and approval of the Chief, provide substituted service from within the rank of regular employees for the absent officer. The Township, if the Chief allows such a practice, assumes no liability for extra pay for those officers who participate, and all substituted work shall be on a purely voluntary basis. The refusal of the Chief to allow such a practice shall not be subject to a grievance.

21.9: The Township reserves the right, at any time, in the event of extended or frequent illness, to require a physical examination of an officer. The examination shall be paid for by the Township and the physician shall also be selected by the Township.

21.10: Sick Leave Payout. When an employee has accumulated a minimum bank of 500 hours at the beginning of each of the contract years, he/she shall have the option to sell back to the Township up to forty (40) hours of unused sick leave each contract year. The employee shall be paid for any sick leave sold back to the Township at his/her current hourly rate of pay. Any sick leave hours used during the year shall be deducted from the forty (40) hour maximum available to be sold back. (For example, an employee with 520 hours of accrued sick leave on the first day of the contract year and who uses 16 hours of sick leave during the year, could sell back 24 hours and have 56 hours credited to his/her sick leave bank). Payment shall be made on the first pay period after the contract year's end.

21.11: An officer shall be entitled to utilize sick leave when his presence is required because of illness/injury of his wife, child, or parents, when these family members are living under the same roof as the officer, substantiated upon request, by a doctor's written statement that the officer needs to be home. Where there are two (2) working parents in the household, the selection of a person to stay home to care for sick family members shall be distributed equitably.

ARTICLE XXII.  
MEDICAL EXAMINATIONS

22.1: In addition to other rights contained herein to require physical examinations, the Township shall require every officer to take a physical examination by a physician selected by the Township at least once each year, during the months of September or October. The cost shall be assumed by the Township.

22.2: The Township, for just cause, may also require an officer to submit to a psychological and psychiatric examination, said cost to be assumed by the Township.

22.3: If the officer chooses to go to his/her own physician, the Township shall pay the going Township physician's rate to the officer's physician for a physical exam. The officer shall take the physical (if his/her own doctor is used) on his/her own time. The Township shall receive the medical report of examination which shall be on a form provided by the Township.

ARTICLE XXIII.  
PHYSICAL FITNESS TESTING

23.1: Each employee shall, as scheduled by the Township during the months of September or October, participate in a physical fitness test as outlined below, unless excused from participation by a physician's certification. Employees who successfully complete the PT test by meeting the minimum levels for their age/sex categories in all three (3) events shall receive a one hundred (\$100) dollar incentive bonus payment at the next pay period following completion of the test. Those employees who fail to successfully complete the test or who are excused from participation will receive no incentive bonus.

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

23.3: Personnel on duty shall participate without loss of pay, personnel off-duty shall not receive additional compensation.

23.4: Events. The physical fitness test shall consist of three (3) events; pushups with a two-minute time limit, situps with a two-minute time limit, and a two-mile run.

- A. Pushups. Pushups shall be done with palms of the hand flat on the ground and toes on the ground; no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two minutes. Exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal; it is not necessary to touch the chest, chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back shall constitute one repetition.
  
- B. Situps. Situps shall be done with knees bent, hands locked behind the head, and the feet held down. Exercise will start with the participant lying with the upper body on the ground. Participant will raise the upper body until the upper body is past the vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one repetition. The exercise will have a two minute duration.
  
- C. Run. Run shall consist of traversing a measured two-mile distance within a time period.

23.5: Scoring. Minimum acceptable scores are as follows:

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



ARTICLE XXIV.  
VACATIONS

24.1: Each officer shall become eligible for a vacation with pay, in accordance with the following schedule. Accumulation of vacation shall be in increments of one-twelfth (1/12th) on an annual basis.

One (1) thru three (3) years	100 hours
Four (4) thru six (6) years	120 hours
Seven (7) thru ten (10) years	150 hours
Eleven (11) thru fifteen (15) years	160 hours
Sixteen (16) years and over	180 hours

24.2: The maximum accumulation of annual vacation leave is 180 hours. No accumulation of annual leave shall be authorized or credited in excess of 180 hours. It is the employee's responsibility to plan his/her vacation to avoid a forfeiture situation.

24.3: To the extent possible, individual preference for vacations will be honored. The Chief shall grant final approval of vacation periods. All requests for vacation periods shall be made on or before April 1 of each year. All other factors being equal, rank, then seniority within classification shall be the determining factor. Prior to April 1 of each year, each officer shall select his/her vacation period. Selection of the first vacation period shall be by seniority with each officer in order of seniority selecting one vacation period. Then, in order of seniority, a second selection of vacation periods shall take place. Subsequent selections shall follow the same procedure.

24.4: In the case of a tie, the Chief shall make the determination. Requests for special leave for the purpose of reducing accumulated annual leave to avoid forfeiture will be granted only when convenient to the department. The decisions of the Chief on vacation periods shall not be the subject of a grievance, and the Chief may refuse vacation time when, in his opinion, the vacation would interfere with the efficient operation of the department.

24.5: Vacation schedules shall be conspicuously posted on or before April 15th of each year. If the employee has not selected his/her vacation period by April 15, his/her privilege of exercising rank or seniority will be forfeited. Generally, vacation periods in excess of three (3) calendar weeks will not be approved.

24.6: Upon death, retirement, resignation or discharge, the Township will reimburse each officer, officer's spouse or his estate, for earned but unused vacation hours. In determining hours earned, all months prior to the month of termination shall be credited on a pro-rata apportionment, and then shall be credited for the month of termination.

ARTICLE XXV.  
PERSONAL LEAVE DAYS

25.1: Each officer shall be allowed three (3) paid personal leave day each year with full pay. Said leaves shall not be charged to sick leave or vacation, and shall not be cumulative. Personal leave days shall not be used in conjunction with regularly established vacation periods.

- A. All personal leave days shall be approved in advance by the Chief. Except for emergencies, personal leave days shall be scheduled at least forty-eight (48) hours in advance.
- B. Employees shall be allowed to take a minimum of two (2) hour increments for personal leave.

ARTICLE XXVI.  
PASS DAYS OR LEAVE DAYS

26.1: Definition. Because officers are required to work regardless of calendar weekends, i.e. Saturdays and Sundays, the Township grants days off in lieu thereof and refers to these as "Pass Days".

26.2: How Earned. Officers covered by this contract shall earn pass days each month that they are employed and shall be guaranteed 156 pass days per year on a 4-40 schedule and 104 pass days per year on a 5-day, 8-hour per day work week. In the event of mixed schedules, an officer shall earn his pro-rata share of pass days based on the above formula.

26.3: Changing of Pass Days. Officers may change pass days after posting of a schedule upon receipt of permission of the Chief. Permission shall not be unreasonably withheld. No officer working on a voluntarily exchanged pass day shall be entitled to overtime because of working on that day.

ARTICLE XXVII.  
FUNERAL LEAVE

27.1: If a death occurs among members of an officer's immediate family, the officer will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the date of death until the day after the funeral, but not more than a total of three (3) days. At the discretion of the Chief, an employee may, under extenuating circumstances, be provided with additional time off. All days in excess of three (3) days taken shall be charged to sick leave.

27.2: The immediate family shall be interpreted as including wife or husband, child, father, mother, sister, brother, father-in-law, and mother-in-law.

27.3: One (1) day, the date of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, niece, sister-in-law, son-in-law, brother-in-law, daughter-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother or half sister. At the discretion of the Chief, an employee may, under extenuating circumstances, be provided with additional time off. All additional days taken shall be charged to sick leave.

27.4: The Township is to be notified immediately of a death in the family and the extent of the expected absence of the employee.

27.5: One (1) vehicle with officer may be released to attend a funeral of any officer killed in the line of duty in the Tri-County area (Ingham, Clinton or Eaton Counties) who are personally known by the officers of the bargaining unit. Time off will be without pay.

ARTICLE XXVIII.  
HOLIDAYS

28.1: All road personnel officers shall be compensated for holidays in the following manner:

- A. Holidays shall be defined as: All day January 1st, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and December 25th; half days of December 24th, December 31st and Good Friday. On all identified half-day holidays officers shall be paid for any hours worked between midnight and midnight of the holidays as follows: One-half (1/2) of the hours worked shall be paid at one and one-half (1-1/2) rate and one-half (1/2) of the hours worked shall be paid at the straight time rate.
- B. Payments shall be calculated as follows: The number of holidays times the officer's hourly rate of pay times eight (8) hours.
- C. This amount of holiday bonus shall be paid in one (1) lump sum on the last pay period in November.

28.2: If an officer is required to work on a holiday the officer will be compensated at time and one-half (1-1/2) rate in addition to his holiday pay.

28.3: Non-road personnel shall also receive the holidays as defined in Section 28.1.A. and shall be compensated in one of the following ways:

- A. The officer shall receive his daily rate of pay plus the day off.
- B. If a holiday falls on another scheduled day off, i.e. a weekend, the member will be provided with another day off. This will insure that the member receives all his/her allowable leave days and holiday time.
- C. If a holiday falls on a regularly scheduled day off and the officer is required to work, the officer will be compensated at time and one-half (1 1/2) rate in addition to his/her holiday pay.

**ARTICLE XXIX.**  
**UNIFORMS, CLOTHING, AND EQUIPMENT**

29.1: The Township agrees that the following items shall be issued to each officer:

**UNIFORM MEMBERS:**

3 Pair Summer Pants	
3 Pair Winter Pants	1 Flashlight (Kell Light Type)
1 Winter Jacket	1 Riot Baton
1 Fall/Spring Jacket	1 Set Handcuffs
3 Shirts - long sleeves	1 Service Weapon
3 Shirts - short sleeves	1 Gun Holster
3 Ties	1 Handcuff Case
1 Raincoat	1 Double Speed Loader Punch
1 Summer Cap	2 Speed Loaders
1 Winter Cap	1 Protective Vest
1 ea. Cap, Shirt, Jacket, Wallet, Badge	1 Whistle
2 Name Plates	1 Whistle Chain
1 Tie Clasp	2 Collar Ornaments
1 Garrison Belt	1 Nightstick, 22" long
1 Sam Brown Belt	1 Second Handgun
1 Handi-Talkie Case	2 Pair Shoes - Summer
	2 Pair Shoes - Winter

**NON-UNIFORM MEMBERS:**

1 Service Weapon	1 Double Speed Loader Punch
1 Second Handgun	2 Speed Loaders
1 Shirt Badge	1 Handi-Talkie (Detect. Sgt.)
1 Set Handcuffs	1 Protective Vest
1 Holster	1 Flashlight (Kell Light Type)
1 Badge/I.D. Case	

Public Safety Officers shall be issued all necessary firefighting equipment.

29.2: Up to fifty (50) rounds of ammo per month on an exchange basis.

29.3: The type and style of the equipment shall be at the discretion of the Township. The Township reserves the right to inspect all issued equipment at any time the officer is on duty.

29.4: Each Township-owned patrol vehicle shall be equipped with one (1) shotgun in a locking rack.

29.5: Any officer required to use ordinary street clothes as part of his/her duties shall receive a clothing allowance, provided said officer provides evidence of purchase. Said clothing allowance shall be in the sum of six hundred (\$600.00) dollars. Clothing allowance is payable fifty (50%) percent on June 1 and fifty (50%) percent on December 1, providing the items were purchased within the calendar year and the officer provides evidence of said purchase.

29.6: All officers who are not investigators must use ordinary street clothes for performance of police duties, the individual assigned duties requiring use of ordinary street clothes shall be compensated for clothing based upon the following scale:

1 day/week/year	= 20%	6 months	= 50%
1 month	= 8%	4 days/week/year	= 80%
2 months	= 16%	7 months	= 58%
2 days/week/year	= 40%	8 months	= 66%
3 months	= 25%	9 months	= 75%
4 months	= 33%	10 months	= 83%
3 days/week/year	= 60%	11 months	= 92%
5 months	= 41%	12 months	= 100%

29.7: Cleaning. The Township will arrange a suitable schedule for cleaning of uniforms, as the Township determines and at the Township's expense. Investigators shall receive two hundred (\$200) dollars per year cleaning allowance. Such cleaning allowance shall be pro-rated according to the percentage schedule in Section 3 for part-time plainclothes officers.

29.8: Safety of Employees. In the selection, procurement, and issuance of equipment, due consideration will be given to the safety of the officer.

29.9: Protective Screens. All marked, semi-marked, and Court Services officer's cars shall be equipped with a suitable protective screen placed between the rear and front seats. All patrol cars shall be equipped with suitable spotlights in the discretion of the Township.

29.10: Mobile Radios. All patrol cars shall be equipped with portable mobile units for the safety of the officers.

29.11: Parking. All patrol cars shall be provided with ample parking space at the various stations.

29.12: Employees may be charged, not to exceed the Employer's original costs and considering appropriate depreciation for normal fair wear and tear, for personally assigned items of uniform and equipment that are not returned upon request prior to the employee's termination from employment. Substantiated charges may be deducted from the monies due the employee at the time of termination.

Prior to termination, lost and/or damaged personally assigned uniform and equipment item cases (major equipment items such as patrol cars are not intended to be included) shall be heard by the Board of Survey. Damages assessed by the Board of Survey, if approved and as modified by the Township Manager, may be deducted from the monies due the employee at the time of his/her termination. The decision by the Board of Survey and the Township Manager may be subject to the grievance procedure beginning at the Manager's step in the grievance procedure.

Added for Clarification: Other equipment losses will be handled during the course of employment on an occurrence basis.

ARTICLE XXX.  
OBLIGATION FOR CONTINUANCE OF SERVICE  
NO STRIKE CLAUSE

30.1: The Union recognizes that the cessation or interruption of services by officers as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. Accordingly, the Union and the officers agree that they will not direct, instigate, participate in, encourage, or support any cessation, interruption, or interference of services by any officer or group of officers.

30.2: Any officer who participates in any such act may be disciplined or discharged without recourse to the grievance procedure herein provided although the question of participation may be the subject to a grievance.

ARTICLE XXXI.  
MISCELLANEOUS

31.1: Special Meetings. The Township and the POAM agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written

request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days after the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

31.2:           Meeting. The Union representatives may meet at a place designated by the Employer, on the Employer's property for a period not to exceed one-half (½) hour immediately preceding a meeting.

31.3:           Special Meeting. Local Union stewards attending special meetings will be paid by the Township for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

31.4:           Expenses While on Duty. Officers shall receive their out-of-pocket expenses necessarily and actually incurred in the performance of their duties, provided such expenses are approved by the Chief.

31.5:           Humanitarian Clause. Should an employee, covered by this Agreement, become physically or mentally handicapped to the extent that he cannot perform his regular job, the Township will make every effort to place the employee in a position that he is physically and mentally able to perform. The employee's status shall be reviewed annually.

31.6:           Maternity Benefits. Maternity benefits shall follow federal guidelines.

31.7:           Training. The Township shall provide training for all officers at the rate of two (2) hours per month. Training hours may be accumulated at the discretion of the Chief. Attendance shall be mandatory except when an officer is on vacation or sick leave. Off duty personnel shall be compensated at time and one-half (1½).

31.8:           Lockers. Every officer shall be assigned a full-length locker capable of holding standard police equipment and personal gear. The lockers will be placed in a separate and distinct room with adequate ventilation.

31.9:           Automobile Purchasing. In the procurement of motor vehicles for conventional patrol purposes, the Township shall continue their past practices of purchasing vehicles reasonably related to the safety of the officers and the performance of the officers' duties.

31.10: Use of Personal Auto. Officers required by the Chief to use their personal automobile for Township purposes other than traveling to and from work, shall receive reimbursement at the standard per mile rate paid by the Township plus parking.

ARTICLE XXXII.  
SUCCESSOR MUNICIPALITY

32.1: If the Township succeeds to another form of municipal government, or chooses to merge with one (1) or more municipal governments for the providing of police service, or contracts with another municipality to provide police service, the transformation, merger, consolidation or transfer which is made shall provide that the successor government or authority shall assume all of the terms and conditions of this Agreement. Nothing herein contained, however, shall be construed to prevent the successor to the Township from reducing the work force, laying off employees, or changing job descriptions and duties of employees if economic and efficiency circumstances so dictate.

ARTICLE XXXIII.  
WAIVER

33.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and they, therefore, further agree that negotiations will not be re-opened on any item, whether contained in this Agreement or not, during the life of this Agreement, except as specifically contained in this Agreement or mutually agreed to.

ARTICLE XXXIV.  
DURATION

34.1: This Agreement shall become effective as of January 1, 1995, and continue in effect until and including December 31, 1998, and shall continue for yearly periods from year to year thereafter unless either party shall give to the other written notice of intention to terminate, modify or amend such contract at least ninety (90) days prior to the expiration date or yearly extended date.

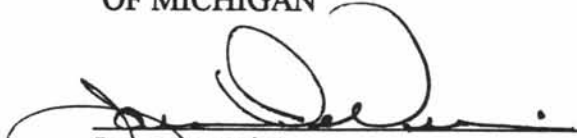
34.2: All terms and provisions of this Agreement shall remain in full force and effect throughout the period of this Agreement or until a new Agreement is agreed upon.



34.3: IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 29<sup>th</sup> day of March, 1996.

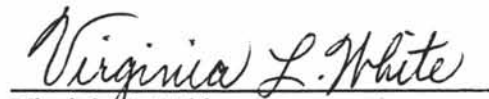
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

TOWNSHIP OF MERIDIAN

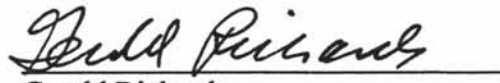
  
James DeVries  
Business Agent


  
Alvin E. House  
Supervisor

MERIDIAN TOWNSHIP POLICE  
OFFICERS ASSOCIATION

  
Virginia L. White  
Clerk *Adopted 2-20-96*

  
Steven Schrumf  
President

  
Gerald Richards  
Manager

  
Dale Hausermann  
Vice President

  
James E. Kohl  
Public Safety Director

**APPENDIX "A"**  
**WAGE SCALE**

The following base wage rates shall be effective for all classifications covered by this Agreement on the dates listed below:

<b>POLICE OFFICERS</b>				
	<u>1-1-95*</u>	<u>1-1-96</u>	<u>1-1-97</u>	<u>1-1-98</u>
Start - 1 Year	\$24,026.79	\$24,867.73	\$25,738.10	\$26,638.93
1 Year - 2 Years	25,689.18	26,588.30	27,518.89	28,482.05
2 Years - 3 Years	27,956.74	28,935.23	29,947.96	30,996.14
3 Years - 4 Years	31,907.18	33,023.93	34,179.77	35,376.06
4 Years - 5 Years	35,952.88	37,211.23	38,513.62	39,861.60
5 Years and Over	37,865.52	39,190.81	40,562.49	41,982.18
Corporals	39,758.79	41,150.35	42,590.61	44,081.28

\* Retroactive if still employed at time of ratification of the contract by both parties.

<b>PUBLIC SAFETY OFFICERS</b>				
	<u>1-1-95</u>	<u>1-1-96</u>	<u>1-1-97</u>	<u>1-1-98</u>
Start - 1 Year	\$24,526.79	\$25,367.73	\$26,238.10	\$27,138.93
1 Year - 2 Years	26,189.18	27,088.30	28,018.89	28,982.05
2 Years - 3 Years	28,456.74	29,435.23	30,447.96	31,496.14
3 Years - 4 Years	32,407.18	33,523.93	34,679.77	35,876.06
4 Years - 5 Years	36,452.88	37,711.23	39,013.62	40,361.60
5 Years and Over	38,365.52	39,690.81	41,062.49	42,482.18
Corporals	40,258.79	41,650.35	43,090.61	44,581.28

Effective January 1, 1994, patrol officers will receive additional compensation for the following assignments:

Investigator - 4% added to appropriate step of the person(s) assigned by the Police Chief to this position(s).

Court Services Officer - 3% added to the appropriate step of the person assigned by the Police Chief to this position.

The Police Chief reserves the right to assign and rotate investigators.


LETTER OF UNDERSTANDING #1

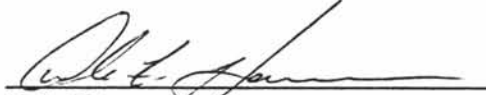
Meridian Township may have a police auxiliary force. Members of the department will help the Township develop the establishment and operation of the police auxiliary. No member of the department will be forced to work with an auxiliary police person. Auxiliary police people shall not be used to fill overtime assignments when regular police personnel are available. The Township and POAM mutually expect that all members of this unit shall cooperate in the establishment and operation of an auxiliary police force. The existing productivity committee may be used as the vehicle for involving unit members in the process of establishing and operating the auxiliary police force.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN


  
James DeVries  
Business Agent

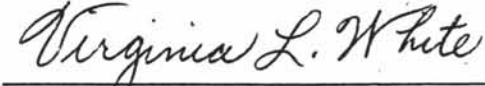
MERIDIAN TOWNSHIP POLICE  
OFFICERS ASSOCIATION


  
Steven Schrupf  
President

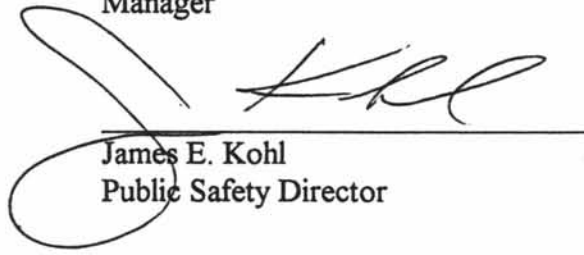
  
Dale Hausermann  
Vice President

TOWNSHIP OF MERIDIAN

  
Alvin E. House  
Supervisor

  
Virginia L. White  
Clerk

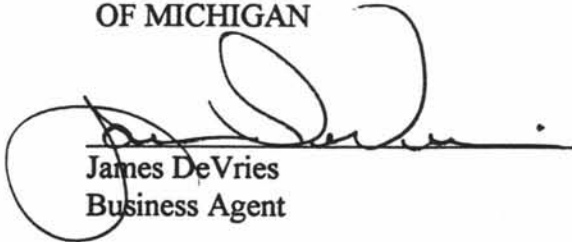
  
Gerald Richards  
Manager

  
James E. Kohl  
Public Safety Director

LETTER OF UNDERSTANDING #2

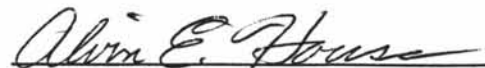
The parties mutually understand and agree that the Employer shall assign overtime according to Operating Procedure #56 as revised March 7, 1983.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN



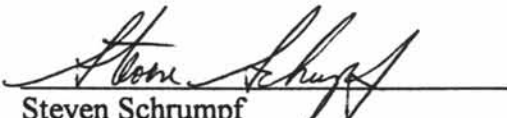
James DeVries  
Business Agent

TOWNSHIP OF MERIDIAN

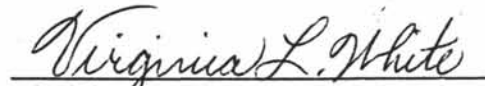


Alvin E. House  
Supervisor

MERIDIAN TOWNSHIP POLICE  
OFFICERS ASSOCIATION




Steven Schrupf  
President



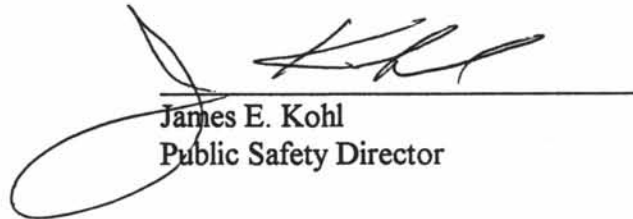
Virginia L. White  
Clerk



Gerald Richards  
Manager



Dale Hausermann  
Vice President

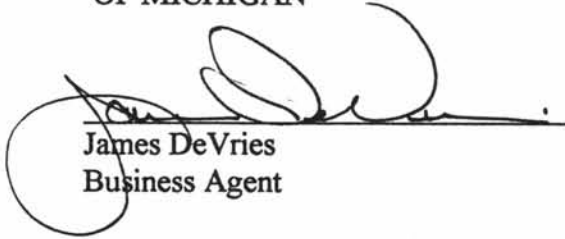


James E. Kohl  
Public Safety Director

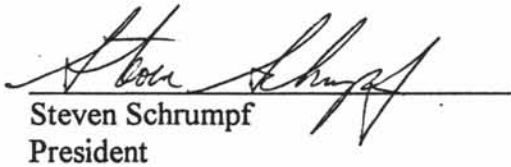
LETTER OF UNDERSTANDING #3

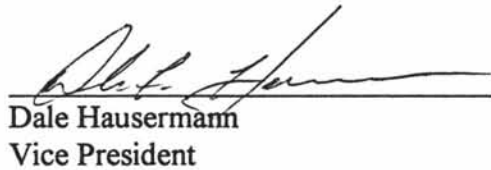
It is mutually understood that the medical forms referred to in Article XXII, MEDICAL EXAMINATIONS, Section 22.3, which will be provided by the Township to an officer who chooses to use his/her own physician for his/her annual physical examination shall be the enclosed forms.

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

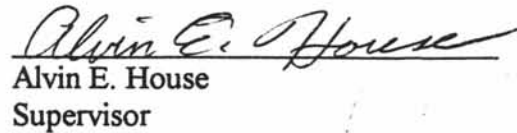
  
James DeVries  
Business Agent

MERIDIAN TOWNSHIP POLICE  
OFFICERS ASSOCIATION

  
Steven Schrupf  
President

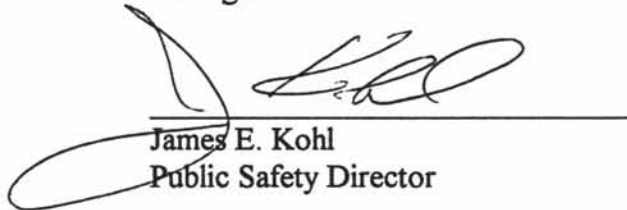
  
Dale Hausermann  
Vice President

TOWNSHIP OF MERIDIAN

  
Alvin E. House  
Supervisor

  
Virginia L. White  
Clerk

  
Gerald Richards  
Manager

  
James E. Kohl  
Public Safety Director

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Township of Meridian ("Township") and the Police Officers Association of Michigan ("POAM") will address the Meridian Township Public Safety Department's fire academy class that members of the POAM will be attending. It will also provide the pay incentives for POAM members that have, or will have, medical certifications and tuition reimbursement for other members that will be obtaining medical certifications, the manner in which the seniority of Meridian Township firefighters, entering the POAM after successfully completing the police academy, will be treated, the rate of pay to firefighters that are to be trained as public safety officers.

### I. Fire Academy Training

The fire academy is scheduled to begin May 13, 1996. The following members have been selected to attend this training:

- |    |              |    |               |
|----|--------------|----|---------------|
| 1. | Greg Frenger | 5. | Paul Rambo    |
| 2. | Lana Howell  | 6. | Kahlil Wasson |
| 3. | Kristi Lysik | 7. | Jon Wicks     |
| 4. | Greg Poxson  | 8. | Candy Hampton |

POAM members that attend this training may do so while on duty or, if not on duty, will be paid at the overtime rate. Upon successful completion of the academy and certification from the State of Michigan, POAM members will be recognized as public safety officers and paid at the rate of pay recognized in the parties collective bargaining agreement.

### II. Incentive Pay for Certification as Emergency Medical Technician and Paramedic

Members of the POAM will receive a one (1) percent pay increase for certification as an emergency medical technician and two (2) percent increase for certification as a paramedic. Certification must be obtained from the State of Michigan, Public Health Department, Emergency Medical Services Division, and all other conditions necessary to perform under this certification must be continued. POAM members will also be fully reimbursed for the tuition and cost they incurred to obtain the above State certifications.

### III. Seniority

Meridian Township firefighters entering the POAM shall retain their Township seniority for all purposes identified in the collective bargaining agreement.

IV. Time Conversion

The method of converting vacation, sick time, and other banks of time, will be computed by prorating a percentage of the maximums identified in the POAM contract, (i.e., sick leave accrual will be your current sick leave divided by the firefighter contract maximum multiplied by the POAM contract maximum). Only time earned will be carried forward.

V. Educational Incentives

The Township agrees to continue to pay those firefighters that become public safety officers an educational incentive if they are now receiving one. The terms of the parties collective bargaining agreement will dictate the amount the new public safety officers shall receive.


VI. Pay During Training

The Township shall continue to pay firefighters attending the police academy at their current rate of pay. They shall begin to receive the appropriate public safety officer pay upon successful completion of the academy. The salary of the newly trained public safety officers shall correspond to their Township seniority and step level identified in the parties collective bargaining agreement.

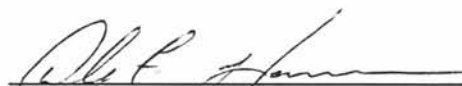
The POAM recognized that schedules may have to be adjusted to accomplish this training and agreed to work with the Township on the scheduling of shifts during the fire academy training.

  
\_\_\_\_\_  
Jim DeVries, POAM


5/1/96  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Steven Schrupf, POAM

4-26-96  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dale Hausermann, POAM

04/26/96  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Gerald Richards, Township Manager

5/9/96  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jay Kohl, Director of Public Safety

5/8/96  
\_\_\_\_\_  
Date



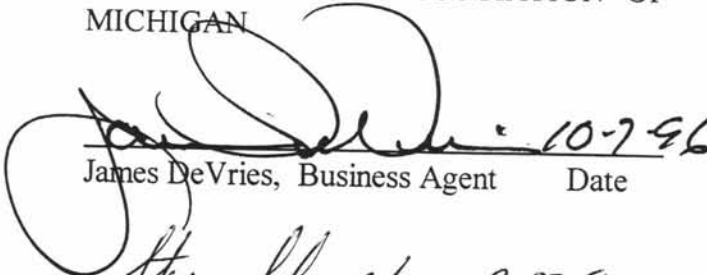
LETTER OF UNDERSTANDING  
BETWEEN THE  
CHARTER TOWNSHIP OF MERIDIAN  
and the  
POLICE OFFICERS ASSOCIATION OF MICHIGAN


By this letter of understanding entered into between the Charter Township of Meridian (the "Employer") and the Police Officers Association of Michigan ("Union"), the parties agree to implement a trial twelve (12) hour shift schedule beginning on October 19, 1996. The twelve (12) hour shift schedule will be in effect for a six (6) month period and be based on the attached ten (10) stipulations. Upon the expiration of the trial period, the Employer may either discontinue twelve (12) hour shifts or extend them for a specified duration if the Union agrees to the extension.

This agreement is conditioned upon the acceptance of identical terms by the Meridian Township Supervisory Unit, Police Officers Labor Council.

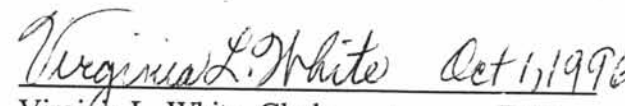
POLICE OFFICERS ASSOCIATION OF  
MICHIGAN

CHARTER TOWNSHIP OF MERIDIAN

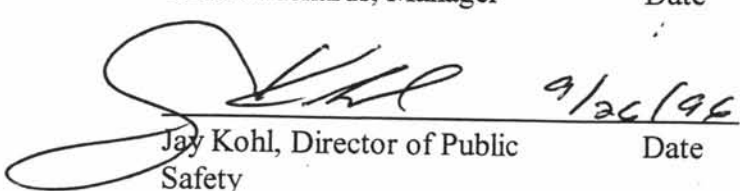
  
James DeVries, Business Agent      Date

  
Alvin E. House, Supervisor      Date

  
Steven Schrupf      9-27-96  
Division President      Date

  
Virginia L. White, Clerk      Oct 1, 1996  
Date

  
Gerald Richards      9-25-96  
Gerald Richards, Manager      Date

  
Jay Kohl, Director of Public      9/26/96  
Safety      Date

## Trial Period: The Understanding of 12-hour Shifts

1. This 12-hour shift trial period is intended for road shift personnel.
2. There will be four platoons, each working 84 hours (12-hours times 7 days) in a pay period. The sample platoon schedule is attached.
3. All 84 hours will be paid at straight time.
4. Overtime will commence when working over 12 hours in a shift or 84 hours in a pay period.
5. There is no intention of raising the hourly overtime rates based on working 12-hour shifts.
6. There is no intention of adjusting how the various time-offs are accrued.
7. Time off will be still charged on a hour-for-hour basis.
8. Administration will set the platoons and must approve all trades between members.
9. The trial period is for six months beginning October 5, 1996. The platoons will rotate every seven (7) pay periods, approximately 3 months. The Inspectors, by the nature of their instructional assignments, will rotate on an approximate monthly cycle.
10. The parties agree to meet on Monday, March 10, 1997 at a time to be determined to discuss and evaluate the 12-hour shift trial period.



