

AGREEMENT

between

THE CHARTER TOWNSHIP OF MERIDIAN

and

THE MERIDIAN TOWNSHIP POLICE SUPERVISORY UNIT,

POLICE OFFICERS LABOR COUNCIL

Meridian Township

Effective Date: January 1, 1997

Termination Date: December 31, 2000

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THIS AGREEMENT is entered into on January, 1, 1997, between the Charter Township of Meridian, (the "Township") and Police Officers Labor Council, Meridian Township Police Supervisory Unit, (the "Union").

WHEREAS, the Township and the Union recognize that providing quality police/fire service 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 supervisory police Officers/Fire Inspectors employed by the Township is a mutual concern; and,

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 officers/fire inspectors; and,

WHEREAS, the parties have reached certain understandings that they desire to confirm in this Agreement;

THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

Section 1. The Township recognizes the Union as the exclusive and sole bargaining representative for all full-time, *regular, salaried supervisory and public safety supervisory employees of the Meridian Township public safety departments, employed whose positions are classified as Inspector, Sergeant, Detective Sergeant, Lieutenant and Captain. The term "Officer," as used hereafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit, except as specifically noted for Inspectors in Article XXVII.

**Definition. Regular refers to full-time employees employed throughout the year who have completed their formal or informal probationary period as distinguished from seasonal, probationary, and temporary employees.*

Section 2. The Township agrees not to bargain with regard to the salaries, hours or working conditions of the members of this bargaining unit, with any labor organization other than the Union for the duration of this Agreement.

ARTICLE II

TOWNSHIP RIGHTS

Section 1. The Union recognizes that the Township reserves and retains, solely and exclusively, all rights to manage and operate the Township's affairs.

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Section 2. The Township, on behalf of its electors, hereby retains and reserves exclusively unto itself, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States. Such right, 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 that it deems necessary for the public good.
- B. To introduce new equipment, methods, procedures, 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, discharge and discipline, and layoff 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 by the Township.
- 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 that 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 its 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 Officer's duties and shall not be applied in a discriminatory manner.

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- 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 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.

Section 5. 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.

Section 6. The applicability of this Article shall be limited only by the specific terms and conditions as provided in this Agreement.

ARTICLE III

UNION RIGHTS

Section 1. General. 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 the facilities shall be obtained from the appropriate Township official prior to scheduling any meeting. Meetings shall be conducted in a manner that shall not be disruptive to the normal functioning of the police department.

The Township will provide space within the Township Hall or Public Safety Building 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.

Officers' personnel files shall be kept under the direct control of the Township Superintendent.

- A. The Township will not allow anyone other than authorized personnel to read, view, have a copy of, or in any way examine in whole or in part, an Officer's personnel file or any document that may become a part of a personnel file.

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- B. An Officer may by right view his/her own personnel file as to its total content, except the background investigation report, upon written request to the Police Chief or Fire Chief. The Township agrees not to divulge the contents of the Officer's file without a written release from the employee concerned.
- C. All Officer 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 Superintendent may review the department files.

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 in the bargaining unit, unless it is part of an on-going 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 from all files. Counseling memos shall not be placed in the Officer's personnel file, but shall be filed in a file separate from the personnel file.

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

Section 2. Union Security & Checkoff. 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. The Union shall provide and 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. All Checkoff Authorization forms shall be filed with the Township Treasurer who may return any incomplete or incorrectly completed forms to the Union Treasurer, and no checkoff shall be made until such deficiency is corrected.
- C. All other Officers covered under the Agreement who do not choose membership, voluntarily, in the Union shall have deducted from their wages a sum that shall accurately represent the amount for the Officer due the Union as the fair share of costs attributable to negotiating the terms of the Agreement, which sum shall not include, by way of example, but not by way of limitations, state, national or other dues and assessments or other amounts for other Union activities.

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- D. The Township shall checkoff only obligations that come due at the time of checkoff, and will make the checkoff deduction only if the Officer has enough pay due to cover such obligations, and will not be responsible for refund to the Officer if he/she 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 therefore, that the remittance is incorrect.
- F. Any Officer 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 Officer 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 representation fee to be deducted from the wages of Officers in accordance with this Article. Any change in the amounts 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 Officer'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 Union.

ARTICLE IV

UNION REPRESENTATIVES

Section 1. Collective Bargaining Committee. The Township agrees to recognize not more than four (4) representatives. These representatives shall be composed of two (2) members of the Union and two (2) non- Union members who shall be designated by the Union. The Union will furnish the Township with a written list of the Union's bargaining committee prior to the first bargaining meeting and substitute changes thereto, if necessary.

Section 2. 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; or,

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- 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.

A minimum of six (6) hours should be allowed between the end of negotiations and start of a new 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. The Chief's decision shall be final and shall not be subject to grievance. Gap time shall be limited to a maximum no greater than the amount of time spent in attending negotiating sessions.

Section 3. Officers may be represented by a Union representative for each work shift. The Union shall furnish the Township with a list of the representatives names and their assigned areas and shall keep the list current at all times. Alternate representatives may be appointed by the local Union President to serve in the absence of the regular representatives.

Section 4. When requested by an Officer, a representative may investigate any alleged or actual grievance in his/her assigned work area and assist in its presentation. He/She may be allowed reasonable time, therefore, during working hours without loss of time or pay, upon notification and prior approval of his/her immediate supervisor outside the bargaining unit.

Section 5. When an Officer presents his/her own grievance without intervention of a Union representative, the Union shall be given a copy of all results and settlements.

Section 6. A non-employee Union representative may consult with Officers 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 Chief or his/her designee.

ARTICLE V

HOURS AND RATES OF PAY

Section 1. 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, except 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. The Township has implemented the four (4) day/forty (40) hour week schedule, but reserves the right, as hereinafter stated, to change said schedule if deemed in the best interest of the Township, the Officers, and the community. Said change will not take place prior to sixty (60) calendar days due notice and adequate consultation with the bargaining unit. The Township may adopt different schedules for different Officers. The Union fully realizes that while

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the 4-day/40 hour week schedule creates certain Departmental efficiencies, it also results in an additional fifty-two (52) days off for Union members. Work schedules will be reasonable.

Notwithstanding any other language in this Agreement, for the Inspector position, hours of work shall be scheduled on 8, 10, 12 or 24 hour shifts, determined at the sole discretion of the Township.

Section 2. Detectives and non-road personnel shall be required to be on duty for a total of five (5) days a week consisting of eight (8) hours each excluding the lunch break; except as excused by the Chief. Detective Sergeants shall be paid overtime as per Section 4 of the Article. All Detectives shall be permanently assigned only while on active duty a Township vehicle. Active duty means only duty time and does not include time on extended sick leave, vacation, funeral leave, personal leave or compensatory leave.

Section 3. Officers 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 annual basic wage represents compensation for services rendered under Section 1 and 2 above, for 2080 hours of service.

Section 4. All overtime shall be reimbursed at the rate of one and one-half (1-1/2) times the regular hourly rate (to be computed by dividing the basic wage of the Officer by the standard number of hours to be worked in a year) and shall be paid at the end of the next regularly scheduled pay period after the overtime is earned.

An Officer may, in lieu of payment for overtime, receive compensatory time off at the straight time rate. Compensatory time will be earned at the rate of one and one-half (1-1/2) hours for each hour of overtime 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 and signed by the Officer's immediate supervisor. Authorization for overtime shall not be unreasonably withheld. No accumulation of compensatory time shall be authorized or credited in excess of forty (40) hours, except in an emergency situation. Accumulated compensatory time in excess of forty (40) hours shall be dissipated during the pay period following the one in which the compensatory hours were accumulated, or the time will be forfeited unless authorization, in writing, to extend the time beyond the following pay period is obtained from the Chief.

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.

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.

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Section 5. Overtime shall be authorized by the Officer's immediate supervisor at the time he/she 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.

Section 6. Upon resignation, discharge or retirement from the employ of the Township, all accumulated compensatory time shall be paid to the Officer in full. Upon the death of an Officer, all accumulated compensatory time shall be paid to the Officer's spouse or estate in full.

Section 7. Court Time. If an Officer is subpoenaed into Court, the Officer shall be paid (if off duty) a minimum of two (2) hours at the rate of time and one-half (1-1/2) the Officer's hourly rate, unless such time shall extend past two (2) hours, in which event the Officer shall be paid time and one-half (1-1/2) for the exact hours or portion thereof so worked.

If an Officer has to go to Court to validate a Complaint/Warrant, the Officer shall be paid (if off duty) a minimum of two (2) hours at the rate of time and one-half (1-1/2) the Officer's hourly rate, unless such time shall extend past two (2) hours, in which event the Officer shall be paid time and one-half (1-1/2) for the exact hours or portion thereof so worked. Time and one-half (1-1/2) the Officer's rate of pay shall be paid for all matters (including by way of illustration, trips to the Prosecuting Attorney's Office, Probate Court appearances, License Appeal Board hearings, and Liquor Control Commission hearings) that occur beyond an Officer's normal duty shift, with a payment of a minimum of two (2) hours at the rate of time and one-half (1-1/2) of the Officer's hourly rate of pay, unless such time worked shall extend past two (2) hours, in which event the Officer shall be paid time and one-half (1-1/2) for the exact hours or portion thereof so worked.

Court times that occur adjacent to regular duty shifts will be paid at time and one-half (1-1/2) for all continuous time prior to, or extending beyond, an Officer's regularly scheduled shift.

In no case will the Officer pyramid time and one-half (1-1/2) pay on top of regular shift pay, nor will the two (2) hour minimum at time and one-half (1-1/2) apply in cases of court time that overlap or are contiguous to either the beginning or end of a regularly scheduled shift.

As an illustration: If an Officer is in court from 2:30 until 3:30, and off duty, then he/she reports for duty on a regular shift, he/she will be entitled to two (2) hours minimum at time and one-half (1-1/2).

If an Officer is in court from 3:30 until 4:30, when normally off duty until 4:00, then reports for a regular shift, he/she is not entitled to two (2) hours minimum at time and one-half (1-1/2).

If there is any break (time wise) between the end of court duty and the normal starting time of a regular duty shift, the two are **not** contiguous nor overlapping, and the two (2) hour minimum at time and one-half (1-1/2) will apply.

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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 Ingham County, or at the State Secondary Complex, or he/she may elect to pick up a Township vehicle if available.

Mileage for privately owned vehicles shall be computed from the Officer's house of residence to the place of hearing by the most direct route and paid at the then Township standard rate. This will not exceed forty (40) miles round trip.

The Officer shall keep any mileage allowance received in connection with the above types of proceedings, provided he/she is not using a Township vehicle, or provided he/she is not being reimbursed for mileage for use of a privately owned vehicle at the standard rate by the Township. If a Township vehicle is used, or the Officer is reimbursed for mileage at the standard rate for use of his/her privately owned vehicle, the mileage allowance will be turned in to the Department.

The Officer shall turn in any statutory witness fee paid to him/her by the Court.

No adjustment to court overtime compensation will be made because of mileage allowances or statutory witness fees paid to the Officer that are not subject to the above turn-in provisions. Such adjustment will take place only in lieu of turning in the required fee/allowance to the Department.

Section 8. 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 (1-1/2) times the regular hourly rate. Officers placed on standby shall receive one and one-half (1-1/2) 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.

Section 9. Work Schedule. A shift schedule will be posted once every thirty (30) days indicating the normal work day of every Officer. Said schedule shall be posted at least thirty (30) days prior to its effective date. Changes may be made in the posted shift schedule by the Chief as may be required to meet the needs of the Department.

Section 10. Longevity. This Section and the payments provided herein, shall not apply to Officers hired after January 1, 1997. The Township agrees to pay longevity according to the following schedule:

Five (5) thru nine (9) years	2% of base salary
Ten (10) thru thirteen (13) years	4% of base salary
Fourteen (14) thru seventeen (17) years	6% of base salary
Eighteen (18) years and over	8% of base salary

Provided, however, the maximum base salary upon which longevity payments may be made shall not exceed \$16,000.00.

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Longevity payments shall be paid in a lump sum at the first regular pay period following achievement of the scheduled anniversary date that makes the Officer eligible for the longevity payment. For purposes of computation, years of service shall be measured from the first day of employment with Meridian Township as an Officer.

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.

Section 11. Special Duty. Officers doing undercover work shall receive their out-of-pocket expenses necessarily and actually incurred in the performance of their duties, provided such expenses are approved by the Township.

Section 12. Lunch Period. All road Officers are to be allowed 1/2 hour paid lunch period to be taken at a convenient time during their tour of duty. The Officer is paid for this time to recognize that they are on call and that their lunch time will vary and possibly may be interrupted by the needs of the Department.

Non-Road Officers are normally not subject to the unpredictability of irregular lunch period times and the possibility of interruption. They are therefore allowed one (1) hour of unpaid lunch. In keeping with the Township policy of flextime, the non-road Officer may, with the concurrence of the Chief, vary their lunch period length and their starting or quitting time accordingly. Such adjustment shall not interfere with the needs and efficiency of the Department.

ARTICLE VI

INSURANCE AND PENSION

Section 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 \$1,000.00 but not less than \$10,000.00. The entire cost of the insurance shall be borne by the Township.

Section 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 \$1,000.00, but not less than \$10,000.00.

Section 3. Health and Hospitalization. The Township shall provide each Officer and family with medical and hospitalization coverage equal to the standard MVF 1 program of the Blue Cross/Blue Shield Plan ML and \$5.00 prescription ride plan. The entire cost of this coverage shall be borne by the Township.

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The Township reserves the right to substitute another carrier of this coverage; the fundamental provisions of the present coverage will not be changed.

Each Officer at his/her option shall be covered at Township expense either by the Blue Cross/Blue Shield plan described above or Health Central, providing, however, that the Township shall pay only the portion of the Health Central premium rates equal to the Blue Cross/Blue Shield premium for the coverage described above.

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.

Section 4. Maternity. Maternity clause shall meet Federal Standards.

Section 5. 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/her weekly earnings with a maximum of \$3,500 per month for the length of disability to age 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 his/her disability will not impair his/her ability to perform.

Section 6. Liability Insurance. The Township shall furnish liability insurance that shall be designed to protect Officers from personal liability for actions arising out of the course of their employment. The policy is incorporated herein by reference and the term of the policy shall control. To the extent of the coverage provided, the 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.

The Union agrees that the Township is not a self-insurer and the liability of the Township does not, in any event, extend beyond the actual terms of the policy.

Section 7. Pension and Retirement. Each Officer shall receive pension benefits in accordance with the benefits outlined below as provided through the Michigan Employees Retirement System:

The retirement system shall consist of the following:

- A. Effective 12/31/96, increase pension factor to a straight line factor of 2.25 with the requirement that the bargaining unit members will pay for 1/2 the cost of the pension

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improvement that was effective 7/1/94. The new formula for computing an employee's annual benefit will be: Years of service x final average compensation x 2.25. Members of the bargaining unit will pay for one-half (1/2) the cost (.67%) of the above increase, in addition to the portion paid for the previous improvement.

- B. Early retirement shall be available after fifteen (15) years of service, and attainment of age 55. This shall be effective January 1, 1985.
- C. Minimum age of retirement to be fifty-two (52) years old with twenty-five (25) years of service.
- D. Vesting at one hundred (100%) percent to be effective after ten (10) years of complete service.
- E. Each Officer may make application no earlier than ten (10) years after his/her date of hire nor later than one (1) year before anticipated retirement to buy back a maximum of two (2) years of military service credit toward retirement. Said military buy back shall be paid for exclusively by the employee.
- F. The Township will provide health and hospitalization insurance coverage to retired Officers, and their spouse, who receive a pension 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 \$3.00 prescription drug rider. Retirees may add dependent children coverage, but at the retiree's expense.
 - 2. The Township may elect to change insurance carriers. There shall be no loss of benefits as a result of the change in carriers, however.
 - 3. The Township shall pay fifty (50%) percent of the monthly premium and the retired Officer or his/her spouse shall pay fifty (50%) percent of the monthly premium. The 50% Township contribution is limited to a retired Officer being an individual who is eligible to receive a pension benefit (including a disability pension) immediately after leaving the employment of the Township.
 - 4. If the retired Officer accepts other employment and health insurance is available and is provided by that employer, then the Township shall not be obligated to provide the retired Officer with health insurance coverage. Failure to notify the Township will be grounds for eliminating the 50% Township share of the monthly premium.

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5. The retired Officer must apply for Medicare as soon as he/she is eligible. Upon receiving Medicare coverage, the Township shall reduce the present health insurance coverage to provide only the Medicare Supplement.
 6. Should the retired Officer be covered with health insurance through his/her working spouse, then the Township shall not be obligated to provide health insurance while the retired Officer is eligible for dependent status coverage. Health insurance regulations shall govern.
 7. Should the spouse survive the retired Officer, then the spouse shall continue to receive and be eligible for the above described health and hospitalization coverage.
- G. The final average compensation shall be determined by using an average of the best three (3) out of the Officer's last five (5) years of service immediately preceding the date of retirement.
- H. Effective January 1, 1998 officers will be covered by the Michigan Employees Retirement System (MERS) modified B-3 Plan with NRA 52 (25 years), F55 (15 years) and FAC-3. Officers will contribute 5.5% of gross pay to MERS beginning January 1, 1998. Beginning December 31, 2000, the Officer contribution will be 4.5% of gross pay.

Section 8. General. In all cases of pension and insurance, the terms of the actual policies shall control.

Section 9. Improvements to 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 Officers covered by this Agreement.

Section 10. Humanitarian Clause. Should an Officer become physically or mentally handicapped to the extent that he/she cannot perform his/her regular job, the Township will make every effort to place the Officer in a position that he/she is physically and mentally able to perform. The Officer's status shall be reviewed yearly. The Parties agree to comply with the terms of the Americans with Disabilities Act.

Section 11. Worker's Compensation. The Township shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, worker's compensation benefits for Officers injured on the job by the difference between worker's compensation benefits and the normal weekly earnings, excluding overtime.

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

In cases of injury, where an Officer is injured by the use of a weapon or because of an assault and in the line of duty (not self inflicted), the Township shall, for a period of twenty-four (24) months, supplement without charge to sick leave or vacation, worker's compensation benefits for Officers so injured as stated above in the line of duty by the differences between worker's compensation benefits and the normal weekly earnings, excluding overtime. In cases of injury, where an Officer is injured because of the direct effects of an assault or while being engaged with fire and smoke and the injury is the result of fire and smoke (such as falling through a roof, explosion, structure collapse, as opposed to tripping over a fire hose, strains from lifting or moving equipment, falling on slippery surfaces), the Township shall supplement for a period of twenty-four (24) months, without charge to sick leave or vacation, the difference between worker's compensation benefits and the normal weekly earnings, excluding overtime. It is not the intent of this clause to cover medical disabilities that are progressive in nature.

Section 12. Dental Plan. The Township shall provide a family dental plan equal to the Blue Cross/Blue Shield Comprehensive Preferred Plan CR 100-50-50, MBL \$800. This plan shall be entirely paid for by the Township.

Section 13. The Township shall provide medical and hospitalization coverage for surviving dependents where an Officer dies in a duty-related incident. Coverage shall be for unmarried spouses and unmarried children to age 19, provided survivors are not entitled to social security survivors benefits.

ARTICLE VII

PROBATIONARY PERIODS

Section 1. When a new Officer is hired, he/she shall be considered a probationary employee for the first twelve (12) months after attendance at a training academy, if required. Trained new Officers shall serve a probationary period of twelve (12) months from the date of hiring. The Union shall represent new probationary Officers for purposes including, but not limited to, rates of pay, wages, hours of employment and grievances concerning interpretation of all aspects of this contract except those related to discharge and discipline. In the event of discharge and/or discipline of an Officer on probationary status, the Union may represent the 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 procedure.

Section 2. The probationary period for an employee promoted to the rank of Sergeant, Detective Sergeant, or Inspector shall be twelve (12) months. The Township shall notify the Officer quarterly, in writing, of his/her acceptability of performance in the position. The grievance procedure shall not be available for any demotion of a Sergeant or Detective Sergeant during a probationary period. The Officer, at his/her own volition, may return to his/her prior position at his/her choice during the twelve (12) month probationary period. At such time of return, the Officer will not be eligible for a promotional opportunity for two (2) years from the initial date of promotion or until a new promotional list is published.

Section 3. The Township will notify a newly hired probationary Officer monthly, in writing, of his/her areas of weakness and his/her general overall acceptability to law enforcement.

ARTICLE VIII

SENIORITY AND LOSS OF SENIORITY

Section 1. Definition. Seniority for economic benefits shall mean the status attained by continuous length of service as an employee of the Meridian Township Police/Fire Departments. Classification seniority for non-economic benefits shall mean the status attained by continuous length of service in a particular classification.

Section 2. Seniority List. The Township will maintain a roster of Officers, arranged according to seniority, showing the name, position and anniversary date, and shall furnish a copy to the Union during the first month of each calendar year.

Section 3. Loss of Seniority. An Officer shall lose his/her seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A. He/She resigns or quits, other than a newly hired probationary employee.
- B. He/She is discharged for just cause and not returned through the grievance procedure or other litigation.
- 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 less.
- 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, excluding extenuating circumstances.
- F. He/she is convicted or pleads guilty or nolo contendere to a felony.

ARTICLE IX

LAYOFF AND RECALL

Section 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.

Section 2. Order of Layoff

- A. No permanent or probationary Officer shall be laid off from his/her position in the Police/Fire Departments while any temporary or provisional employees are serving in the same position or class in the respective Departments.
- B. Except as provided below, the layoff of probationary or permanent Officers in the Police Department shall be in inverse order of seniority.

Section 3. Demotion in Lieu of Layoff. Except as provided below, an Officer 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 Officer previously held permanent status, provided that an Officer serving a probationary period shall not displace a permanent Officer in a class in which he/she has not previously held permanent status.

Section 4. Notice of Layoff. Officers to be laid off shall be given at least twenty (20) calendar days prior notice. Such notice shall be in writing to the affected Officer(s) and the Union. Such notice shall give the name(s) of the Officer(s) to be laid off and their classification(s) and the length of intended layoff(s).

Section 5. Preferred Eligible Lists.

- A. Officers laid off shall have their names placed on preferred eligible lists in order of seniority.
- B. Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those Officers laid off. An Officer who is laid off will have his/her name remain on the list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.

Officers 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.

Section 6. Recall from Layoff.

- A. Officers 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.
- B. Officers who decline recall, or who, in the 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.

ARTICLE X

SICK LEAVE

Section 1. Use of Sick Time.

- A. **Eight (8) Hour Shift.** On an 8-hour shift, sick time taken will be charged hour-for-hour as used, with a maximum of forty (40) hours per week.
- B. **Ten (10) Hour Shift.** On a 10-hour shift, any sick time taken in any one day of ten (10) hours or less is charged hour-for-hour with a maximum of ten (10) for a single day.

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. The hours shall be allowed to accumulate up to a maximum of 1040 hours (retro-active to 1/1/93).

The Township shall compensate the Officer for twenty-five (25%) percent of his/her total accumulated sick leave based upon his/her base salary upon separation or retirement.

Section 2. In the event that an Officer is unable to work because of illness, injury or other physical disability, he/she shall receive full pay for those hours missed to the extent of his/her accumulated sick leave. Officers shall be allowed to use accumulated sick leave for family illness as defined by the Family Medical Leave Act. 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. Reimbursement from the employee's accumulated sick leave shall be charged for the time exceeding the periods specified in Article VI, Section 11, Insurance and Pension.

No Officer, while unable to work because of illness or disability, shall be allowed to draw any sum in excess of his/her 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.

An Officer who is unable to work because of personal illness or disability and who has exhausted all sick leave available, and who 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.

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 be selected by the Township.

Section 3. Sick Leave Payout. When an Officer has accumulated a minimum bank of 500 hours at the beginning of each contract year, 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 leave sold back to the Township at his/her current base 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 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 date after the contract year's end.

ARTICLE XI

MEDICAL EXAMINATIONS

In addition to other rights contained herein to require physical examination, 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 month of September or October. The cost shall be assumed by the Township.

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

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 XII

VACATIONS

Section 1. Each Officer shall become eligible for vacation leave with pay, in accordance with the following schedule. Accumulation of vacation leave shall be in increments of one-twelfth (1/12) of the hours listed below per month on an annual calendar 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

The maximum accumulation of annual vacation leave is 180 hours. No accumulation of annual vacation leave shall be authorized or credited in excess of 180 hours. It is the Officer's responsibility to plan his/her vacation leave to avoid a forfeiture of hours over 180 at the end of a calendar year.

To the extent possible, individual preference for vacations will be honored. The Chief shall grant final approval of vacation periods. All requests shall be made on or before April 1 of each year. All other factors being equal, rank, then seniority shall be the determining factor. In the case of a tie, the Chief shall make the determination. Requests for special leave for the purpose of reducing accumulated vacation 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 leave when, in his opinion, the vacation leave would interfere with the efficient operation of the Department.

Vacation schedules shall be conspicuously posted on or before April 15th of each year. If the Officer 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.

Upon death, retirement, resignation or discharge, the Township will reimburse each Officer for earned but unused vacation hours. In determining hours earned, all months prior to the month of termination shall earn vacation leave on a prorata basis, and then shall be credited for the month of discharge.

Section 2. Personal Leave Days. Each Officer shall be allowed two (2) paid personal leave days each year with regular pay. Personal 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 personal leave day is to provide for Officer's personal business that cannot be conveniently scheduled on the Officer's time off and may be used in increments of one (1) hour or more.

All personal leave days or fractions thereof shall be approved in advance by the Chief or his/her designee. Except for emergencies, personal leave days shall be scheduled at least forty-eight (48) hours in advance.

ARTICLE XIII

PASS DAYS

Section 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."

Section 2. Officers covered by this Agreement 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/her prorata share of pass days based on the above formula.

Section 3. Changing of Pass Days. Officers may change pass days after posting of a schedule upon receipt of permission of the Chief. No Officer working on a voluntarily exchanged pass day shall be entitled to overtime because of working on that day.

ARTICLE XIV

FUNERAL LEAVE

Section 1. If a death occurs among family 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 Officer may, be provided with additional time off under extenuating circumstances. All days in excess of three (3) days taken shall be charged to sick leave.

Immediate Family shall include an Officer's wife or husband, child, father, mother, sister, brother, father-in-law, or mother-in-law.

One day of funeral leave, 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, step-father, step-mother, half-brother or half-sister. At the discretion of

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the Chief, an Officer may, be provided with additional time off under extenuating circumstances. All additional days taken shall be charged to sick leave.

Section 2. The Township is to be notified immediately of a death in the family and the extent of the expected absence.

Section 3. One (1) vehicle with an Officer may be released to attend a funeral of any officers killed in the line of duty in the State of Michigan. Time off will be without pay.

ARTICLE XV

HOLIDAY BONUS

Section 1. All road personnel Officers (including Inspectors) shall be compensated for holidays in the following manner.

A. Holidays shall be defined as the following:

	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>
New Years Day	Jan. 1	Jan. 1	Jan. 1	Jan. 1
Easter Day	April 16	April 12	April 4	April 23
Memorial Day	May 29	May 25	May 31	May 29
Fourth of July Day	July 4	July 4	July 4	July 4
Labor Day	Sept. 4	Sept. 7	Sept. 6	Sept. 4
Veterans Day	Nov. 11	Nov. 11	Nov. 11	Nov. 11
Thanksgiving Day and day after	Nov. 23/24	Nov. 26/27	Nov. 25/26	Nov. 23/24
Christmas Day	Dec. 25	Dec. 25	Dec. 25	Dec. 25

B. Payments shall be calculated as follows: The number of holidays times the Officer's base hourly rate of pay times eight (8) hours.

C. This amount of holiday pay shall be paid in one lump sum on the last pay day in November.

D. Officers shall receive pay at the rate of one and one-half (1-1/2) times their base hourly rate for all hours worked on a holiday as defined in paragraph A above. Payment under this section will be in addition to the holiday lump sum payment specified in paragraphs A-C above.

Section 2. For non-road personnel who are normally scheduled to work the day time shift and normally receive the holidays defined above off, the Officer shall receive his/her base hourly rate for eight (8) hours plus the day off. 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) his/her base hourly rate in addition to his/her regular base hourly rate.

ARTICLE XVI

UNIFORMS, CLOTHING, AND EQUIPMENT

Section 1. The following items shall be issued to each Officer by the Township:

Uniform Members:

3 pair summer pants	1 flashlight (Kel light type)
3 pair winter pants	1 riot baton
1 winter jacket	1 set handcuffs
1 fall/spring jacket	1 service weapon
3 shirts, long sleeves	1 gun holster
3 shirts, short sleeves	1 handcuff case
3 ties	1 double magazine pouch
1 raincoat	2 magazines
1 summer cap	1 protective vest
1 winter cap	1 whistle
1 ea. cap, shirt, jacket, wallet, badge	1 whistle chain
2 name plates	2 collar ornaments
1 tie clasp	1 nightstick, 22" long
1 Garrison belt	1 second handgun
1 Sam Brown belt	2 pair shoes - summer
1 Handi-Talkie case	2 pair shoes - winter fatigues

Non-Uniform Members:

1 service weapon	1 double magazine pouch
1 second handgun	2 magazines
1 shirt badge	1 Handi-Talkie (Detect. Sgt.)
1 set handcuffs	1 protective vest
1 holster	1 flashlight (Kel light type)
1 badge/I.D. case	fatigues

Up to 50 rounds of ammunition per month on an exchange basis.

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

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Section 2. Each Township-owned patrol vehicle shall be equipped with one (1) shot gun in a locking rack.

Section 3. Any Officer required to use ordinary street clothes as part of his/her duty shall receive a clothing allowance, provided the items were purchased within the calendar year and the Officer provides evidence of the purchase. The clothing allowance shall be Six Hundred (\$600.00) Dollars. Fifty (50%) percent of the clothing allowance shall be paid on June 1 and fifty (50%) percent on the first pay day after December 1. For all Officers who are not permanent plain clothes Officers and who must use ordinary street clothes for performance of police duties, the individual assigned duties requiring use of ordinary street clothes shall be compensated for clothes 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%

Section 4. The Township will arrange a suitable schedule for cleaning of uniforms, as the Township determines and at the Township's expense. Plain clothes Officers shall receive two hundred (\$200) dollars per year cleaning allowance. Fifty (50%) percent of the cleaning allowance shall be paid on the first pay day after June 1 and fifty (50%) percent on the first pay day after December 1. Such cleaning allowance shall be prorated according to the percentage schedule in Section 3 for part-time plain clothes Officers.

Section 5. In the selection, procurement, and issuance of equipment, due consideration will be given to the safety of the Officer.

Section 6. All marked patrol 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. All road patrol and Detective vehicles, while in use, shall be equipped with a portable recording device appropriate for use by on-duty Officers for dictating reports.

All Officers shall be reimbursed for parking expenses that are duty related. This does not include parking tickets.

Section 7. 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.

Section 8. 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, sick, or excused by the Chief. Off-duty personnel required to attend training sessions shall be compensated at overtime rates.

ARTICLE XVII

PHYSICAL FITNESS TESTING

Section 1. Each Officer shall participate in a physical fitness test as outlined below, unless excused from participation by a physician's certification. The test shall be scheduled by the Township during the month of September or October. Officers 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 (\$100.00) Dollar incentive bonus payment at the next pay period following completion of the test. Those Officers who fail to successfully complete the test or who are excused from participation will receive no incentive bonus.

Section 2. Dress. Participants shall be permitted to dress in comfortable, athletic-type clothing and wear running or athletic shoes.

Section 3. Officers on duty shall participate without loss of pay; Officers off duty shall not receive additional compensation.

Section 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 up 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.

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- C. **Run.** Run shall consist of traversing a measured two-mile distance within a time period.

Section 5. Minimum acceptable scores are as follows:

Age	Pushups Men/Women	Situps Men/Women	Run Men/Women
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	19:35/25:34
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 XVIII

LEAVE FOR UNION CONFERENCES AND CONVENTIONS

Section 1. The Township will grant leaves of absence with pay to Union members of the bargaining unit of the Police Officers Labor Council (P.O.L.C.) for the following functions:

- A. One (1) member for two (2) days to attend the Police Officers Labor Council (P.O.L.C.) meeting each calendar year. The designated Officer who is desirous of attending the state meeting shall notify the Township sixty (60) days in advance of his/her intentions for the time off.
- B. Once a month the Division President may be excused, with pay, to attend a Union Executive Board meeting, if the Board meeting has been duly called and is scheduled during the Officer's duty hours. Absence shall be limited to four (4) hours per meeting, one (1) meeting per month. The Officer shall notify the Chief at least three (3) days in advance of a scheduled meeting.

ARTICLE XIX

LOCKERS

Section 1. 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.

ARTICLE XX

AUTOMOBILES

Section 1. 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.

ARTICLE XXI

OBLIGATION FOR CONTINUANCE OF SERVICE

Section 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.

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 of a grievance.

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 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.

Section 2. No grievance shall be processed or recognized unless submitted in writing within three (3) 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.

Section 3. The grievance procedure shall consist of the following steps:

Step 1: The Officer shall first present the grievance to his/her immediate supervisor, either personally or with his/her Union Steward, if the grievant requests. No steps shall be taken to process the grievance until a Union Steward is present.

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- Step 2:** If the grievance is not resolved, the grievance shall be reduced to writing. The Union shall have the right to utilize its own grievance form. The grievance shall be signed by the Officer and the Union Steward and filed with the Chief/Public Safety Director. The grievance shall set forth facts, including dates and provisions of the Agreement that are alleged to have been violated and the relief sought. The Chief/Public Safety Director 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:** If the Chief/Public Safety Director does not satisfactorily adjust the grievance in Step 2, the Union shall have seven (7) days from the date of receipt of the decision to appeal the grievance to the Township Manager. The Union shall give written reasons for such appeal. The Township Manager will hear the grievance. A decision in writing shall be given to the Union representative by the Township Manager within ten (10) days of receipt of the grievance.
- Step 4:** If the Union is not satisfied with the disposition of the grievance by the Township Manager, 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 Township Manager by the Union. Notice of a request for arbitration shall be made by the Union in writing to the Township.

Upon receipt of notice of request for arbitration, 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 the 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. 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 discipline case, he may order reinstatement with back pay or payment to the employee of any contract benefits lost as a result of disciplinary action.

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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 both parties.

Section 4. Grievance proceedings shall be without loss of pay to the grievant and/or the Union representative involved, and said proceedings shall be conducted at the earliest practicable 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 that would interfere with said duty.

Section 5. Probationary employees may be discharged and/or disciplined by the Township at any time prior to completion of the probationary period. Such discharge or discipline shall only be a subject for the grievance machinery as hereinafter provided.

Section 6. The time limitation set forth in the 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.

Section 7. Notwithstanding the expiration of this Agreement, any grievance arising during the life of this Agreement may be processed through procedure until resolution.

Section 8. For purposes of this Article, the Union shall appoint representatives and the names shall be filed with the Township. As changes are made in designation, the Union shall supply the Township with the changes. The Township shall not be obliged to discuss grievances with other than designated Union representatives.

Section 9. Both parties agree to continue discussion regarding any unresolved disputes that have been ruled nonarbitrable by an arbitrator under this grievance procedure.

Section 10. No grievance may be filed under this Agreement where the claim advanced indicates that the violation occurred in advance of the actual date of execution of this Agreement.

ARTICLE XXIII

SPECIAL MEETINGS

Section 1. The Township and the Union 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 that is mutually agreeable to the parties. Each party may be represented by not more than four (4) persons at special meetings.

Section 2. The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting.

Section 3. Employee representatives of the Union at 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.

ARTICLE XXIV

SUCCESSOR MUNICIPALITY

Section 1. If the Township succeeds to another form of municipal government or chooses to merge with one or more municipal governments for the provision of police services, or contracts with another municipality to provide police services, the transformation, merger, consolidation or transfer shall provide that the successor government or authority shall assume all of the terms and conditions of this Agreement.

ARTICLE XXV

WAIVER

Section 1. The parties acknowledge that during the negotiations that 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

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during the negotiations leading to this Agreement and they, therefore, further agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement, except as may specifically be provided in this Agreement.

ARTICLE XXVI

EDUCATIONAL BONUS

Section 1. Any Officer holding a two-year Associate's Degree, or who has accumulated 60 semester (90 term) hours toward a Bachelor's Degree, either of which must be in law enforcement or a related field, shall receive an educational bonus of three (3%) percent of base salary.

Section 2. Any Officer holding a Bachelor's Degree in law enforcement, or related field, shall receive an educational bonus of five (5%) percent of base salary.

Section 3. Calculation of Bonus. The current method of rolling the educational bonus into the base hourly rate for computing pay for 1) regular hours worked; 2) vacation pay; 3) holiday pay; 4) sick pay; 5) overtime pay; and 6) pension contribution, shall not be changed.

Effective January 1, 1984, the educational bonus is capped at \$1,475 per calendar year for a qualifying Bachelor's Degree and capped at \$875 per calendar year for a qualifying Associate's Degree or number of semester/term hours; (i.e., the five (5%) percent educational bonus cap of \$1,475 (based on 2080 hours annually) equates to \$.709135 per hour, and the three (3%) percent educational bonus cap of \$875 (based on 2080 hours annually) equates to \$.420673 per hour.) When the computed add-on/rolled-in educational bonus hourly rates reach these figures respectively, they will go no higher.

NOTE: The cap will be reached at an annual salary of \$29,500 for the 5% educational bonus, and at an annual salary of \$29,166.67 for the 3% educational bonus.

As an illustration:

Example 1: Cap has no effect.

Annual Salary - \$27,273 (\$13.122 per hour on 2080 hours annually)
Qualifying Bachelor's Degree - 5% educational bonus
Educational Bonus - \$27,273 X .05 = \$1,363.65
Hourly Adjustment for Educational Bonus - \$1,363.65/2080 = \$.6556 per hour
Adjusted Hourly Rate of Pay - \$13.122 + \$.6556 = \$13.7676 per hour

Example 2: Cap comes into effect.

Annual Salary - \$29,700 (\$14.2788 per hour on 2080 hours annually)
Qualifying Bachelor's Degree - 5% educational bonus
Educational Bonus - \$29,700 X .05 = \$1,485.00 *above cap
Hourly Adjustment for Educational Bonus - \$1,485/2080 = \$.71394 *above cap
Adjusted Hourly Rate of Pay - \$14.2788 + \$.709135 (cap amount) = \$14.9879 per hour

The educational bonus hourly rate will be removed from the base wage for all wage adjustments and thus will not be affected by any future wage increases.

Section 4. The education 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 Degree or semester/term hours.

Section 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.

Section 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 (1) year from the date he/she returns from his/her education leave.

Section 7. The Township reserves the right to credit outside experience in determining placement of a new Officer on the salary schedule. Any placement on the salary schedule outside of the normal shall be revealed to the Union.

ARTICLE XXVII

PUBLIC SAFETY

Section 1. As part of the Township's continuing reorganization of public safety services, a Public Safety Division of the Meridian Township Public Safety Organization shall be created and members of the bargaining unit shall be paid for cross-training, as outlined in Appendix A, providing the following conditions are met.

- A. Each Officer that demonstrates an interest in improving their career options by becoming a Public Safety Officer/Supervisor may do so by successfully becoming State certified and fully trained as a firefighter and then satisfy the Township's in-service training requirements. They would then be considered "Dual trained employees".

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- B. Dual trained Officers would perform, when required, all the current functions of the police services and supervision, and assist with fire suppression.

Section 2. Officers would be required to obtain all the necessary fire certification prior to performing public safety services. Officers would train for the new skills on their own time. If Officers have to pay for their training to become certified, the Township will fully reimburse them for reasonable educational expenses, following and conditioned on, successful completion of a one (1) year probationary period. If the Township provides fire academy training for other Township employees, the Township shall allow Officers to attend this training at no cost to them. A probationary period will be required for the sole purpose of monitoring newly learned fire suppression skills and will not put into jeopardy the current status of the members of the bargaining unit as police supervisors.

Section 3. Wages for being "dual trained" will be provided at the time the individual candidate completes all the necessary training and he/she is eligible to actually perform both the police and fire tasks. Officers will then be assigned to the Public Safety Division of the Meridian Township's Public Safety Organization. Members of the Public Safety Division would most likely perform police services for the majority of the time while being immediately available to respond to calls for fire suppression and assistance at fire scenes. Members must be capable of performing all the services of a firefighter.

Section 4. The hours of each shift will be determined by the Director of Public Safety or Chief or his/her designee. A probationary period of one (1) year will be imposed in which Officers will be required to demonstrate their abilities to perform the newly learned tasks. The conditions of probation will be identical, as it relates to fire suppression, to conditions imposed for new hires in the Fire Department. Following the completion of the probationary period, all dual trained Officers will be required to maintain their dual certification in police and fire as a condition to continue to receive the increase in pay awarded dual trained Officers. All post certification costs of training required by the Township shall be borne by the Township.

Section 5. Inspectors. An Inspector is a public safety organization managerial position who will have fire scene command and other organizational responsibilities.

Section 6. Probationary Period. The probationary period for an Inspector shall be twelve (12) months. The township shall notify the Inspector quarterly, in writing, of his/her acceptability of performance in the position. The grievance machinery shall not be available for any demotion of an Inspector during the probationary period. If the Inspector should fail, in the sole discretion of the Township, to successfully complete the probationary period, then the Inspector may bump back into his/her prior position.

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Section 7. Uniforms. The following items shall be issued to each Inspector by Meridian Township:

- | | |
|-----------------------------|-----------------------|
| 6 pairs of pants | 6 shirts |
| 1 summer jacket | 1 winter jacket |
| 1 tie | 1 tie clasp |
| 1 summer hat | 1 winter cap |
| 1 cap, shirt, jacket, badge | 1 pair of shoes/boots |
| 1 nameplate | 1 belt |

A complete set of turnout gear selected and purchased by the Township and meeting the acceptable turnout gear standards.

ARTICLE XXVIII

DURATION

This Agreement shall become effective as of January 1, 1997 and continue in effect until and including December 31, 2000, 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.

All terms and provisions of this Agreement shall remain in full force and effect throughout the period of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 10th day of December, 1997.

IN THE PRESENCE OF:

CHARTER TOWNSHIP OF MERIDIAN

Sharon K. Esch
Sharon K. Esch

Barbara J. Cowan
Barbara J. Cowan

By: Bruce A. Little
Township Supervisor, Bruce A. Little

By: Virginia L. White
Township Clerk, Virginia L. White
Adopted 11-18-97

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IN THE PRESENCE OF:

POLICE OFFICERS LABOR COUNCIL
MERIDIAN TOWNSHIP
POLICE SUPERVISORY UNIT

Sharon K. Esch
Sharon K. Esch

Barbara J. Vandenberg
Barbara J. Vandenberg

Sharon K. Esch
Sharon K. Esch

By: Thomas A. Couling
Division President, Thomas A. Couling

By: Russell Wolff
Division Vice President, Russell Wolff

By: James Quinn
Business Agent, James Quinn

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APPENDIX A

WAGE SCALE

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

	Effective <u>1-1-97</u>	Effective <u>1-1-98</u>	Effective <u>1-1-99</u>	Effective <u>1-1-00</u>
<u>Sergeant & Detective Sergeant</u>				
Probationary	\$44,187.92	\$45,734.49	\$46,877.86	\$48,049.80
Tenured	\$45,192.20	\$46,773.93	\$47,943.27	\$49,141.86
<u>Lieutenant</u>	\$47,451.80	\$49,112.61	\$50,340.43	\$51,598.94
<u>Inspector</u>				
Probationary	\$46,396.37	\$48,022.31	\$49,222.87	\$50,453.44
Tenured	\$47,451.80	\$49,112.61	\$50,340.43	\$51,598.94
<u>Captain</u>	\$49,824.38	\$51,568.24	\$52,857.44	\$54,178.88

The following wage rates shall be paid to employees who are dual-trained in fire suppression:

	Effective <u>1-1-97</u>	Effective <u>1-1-98</u>	Effective <u>1-1-99</u>	Effective <u>1-1-00</u>
<u>Sergeant & Detective Sergeant</u>				
Probationary	\$46,839.19	\$48,478.57	\$49,690.53	\$50,932.79
Tenured	\$47,903.73	\$49,580.36	\$50,819.87	\$52,090.37
<u>Lieutenant</u>	\$50,298.91	\$52,059.37	\$53,360.86	\$54,694.88
<u>Captain</u>	\$52,813.85	\$54,662.33	\$56,028.89	\$57,429.61