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12/31/2000

AGREEMENT

between

MUSKEGON CHARTER TOWNSHIP BOARD

“Employer”

and

**POLICE OFFICERS LABOR COUNCIL,
MUSKEGON TOWNSHIP POLICE DEPARTMENT**

“Union”

January 1, 1997 - December 31, 2000

Muskegon Township

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AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 1997, effective the first day of January, 1997, by and between the Muskegon Charter Township Board, hereinafter referred to as the Employer, and the Police Officers Labor Council, Muskegon Township Police Department, hereinafter referred to as the Union.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Township of Muskegon, the Board, and the employees in the bargaining unit covered by this Agreement.

The parties recognize that the interest of the community and the job security of the employees depend upon the Township of Muskegon and the Board's success in establishing a proper service to the community.

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

ARTICLE 1- RECOGNITION

Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive agent for the purposes of collective bargaining with respect to the rates of pay, wages, hours of employment, and other conditions of employment, for all employees employed in the Muskegon Township Police Department in the following-described unit:

All sergeants and police officers.

ARTICLE 2 - NON-DISCRIMINATION

There shall be no discrimination against any employee by either the Employer or the Union in regard to hiring, tenure of employment, promotions, transfers, or other conditions of employment because of race, color, creed, national origin, marital status, sex, religion, age, height, weight, disability, or protected union activity to the extent prohibited by applicable law.

ARTICLE 3 - CAPTIONS

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 4 - GENDER

Reference to the male gender shall apply equally to the female gender and vice versa.

ARTICLE 5 - CHANGE IN PERSONAL STATUS

Employees shall notify the Personnel Department of any changes in address or telephone number within five (5) days after such change has been made. Changes in name or number of dependents will be promptly given and within seven (7) working days after such change has been made.

ARTICLE 6 - PART-TIME EMPLOYEES

Section 1. A part-time employee is an employee who works no more than thirty-two (32) hours per week. Part-time employees are not covered by this Collective Bargaining Agreement.

Section 2. Part-time employees may be used to supplement the regular work force when members of the bargaining unit are unavailable or when situations arise that exceed the available manpower of the work force.

Section 3. In the event of absences of five (5) work days or more, part-time employees may be utilized following said five (5) days. Part-time employees may be used during the first five (5) days if the following occur:

- a. No other members of the regular work force are available.
- b. Or, available members refuse to work.

Section 4. In the event of layoffs, no full-time employee shall be laid off while part-time personnel are employed.

ARTICLE 7 - AGENCY SHOP

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

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have completed their probationary period shall be required as a condition of continued employment to become members of the Union or to pay representation fee to the Union commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment

to become members of the Union or to pay a representation fee to the Union commencing ninety (90) working days following the beginning of their employment in the unit.

Section 3. Employees shall be deemed to comply with the terms of this Agreement if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

Section 4. The "representation fee" is that amount of money which is determined by the Police Officers Labor Council, from time to time, to be the equivalent to the proportionate amount necessary for the negotiation and administration of this Agreement and the cost for grievance processing which shall not include any initiation fees or special assessments for other than the above-described purposes.

ARTICLE 8 - DUES CHECK-OFF

Section 1. The Union shall obtain from each of the employees represented a completed authorization form which shall conform to the respective state and federal law(s).

Section 2. All check-off authorization forms shall be filed with the Employer's payroll department, who may return any incomplete or incorrectly completed form to the Union's treasurer, and no check-off shall be made until such deficiency is corrected.

Section 3. The Employer shall only check off obligations which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

Section 4. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Payroll Department within thirty (30) days after remittance is transmitted to its belief, with reason(s) stated therefore, that the remittance is incorrect.

Section 5. The Union agrees to defend, indemnify and save the Employer 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, representation fees and/or initiation fees, or in reliance upon any list, notice certification or authorization furnished under this article. The Union assumes full responsibility for the disposition of the deduction so made once they have been sent to the Union.

Section 6. The Union shall exclusively use the check-off authorization as herein provided for:

DUES CHECK-OFF CARD

I hereby request and authorize to be deducted from my wages while in your employ, a labor representation fee of \$ _____ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the Labor fee shall be paid by the 10th of each month to the POLICE OFFICERS LABOR COUNCIL, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083.

(Print) Last Name	First Name	Middle Initial
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Address	City	State	Zip Code
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Social Security Number	Signature	Date
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The written authorization shall remain in full force and effect until the termination of this Agreement or until revoked by the Employee in writing.

Section 7. The Union shall, thirty (30) days in advance of the start of the fiscal year, give written notification to the Employer of the amount of the dues and fees which are to be deducted. Deduction amounts for these dues shall not be subject to change during an entire fiscal year except for one (1) mid-year adjustment upon the Union providing thirty (30) days' written notice of such change.

ARTICLE 9 - MANAGEMENT'S RIGHTS

Section 1. The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, subject to the provisions of this Agreement. Further, all rights which ordinarily vest in and are exercised by Employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Township, including, but without limiting the generality of the foregoing:

- a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; or the control of materials, tools and equipment to be used.
- b. To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment; and institute technological changes; decide on materials, supplies, equipment and tools to be purchased and to discontinue any service, material or method of operation.

- c. To determine the number, location and type of facilities and installations.
- d. To determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement.
- e. To hire, assign, transfer, or promote employees.
- f. To assign work and determine the number of employees assigned to operations.
- g. To establish, change, combine or discontinue job classifications, and prescribe and assign the job duties, content and classification.
- h. To determine lunch, rest periods and clean-up times; the starting and quitting times.
- i. 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 subject to the provisions of this Agreement.
- j. To contract or subcontract any or all bargaining unit work, provided, however, the impact of such contracting and/or subcontracting shall be subject to negotiations prior to implementation.
- k. To layoff and recall employees in accordance with the terms of this Agreement.
- l. To discipline and discharge employees for just cause.

Section 2. The bargaining unit hereby agrees that the Employer retains the sole and exclusive right to establish and administer, without limitations, implied or otherwise, all matters not limited by this Agreement.

ARTICLE 10 - NO STRIKES

Section 1. The Employer will not lock out employees during the term of this Agreement.

Section 2. The Union recognizes that strikes or work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of services performed by employees covered by this Agreement for any cause whatsoever, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment or picket the Employer's premises. The Union further agrees that there shall be no strikes, sitdowns, stayins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. The occurrence of any such acts or actions prohibited by this Section by the Union shall be deemed in violation of this Agreement.

ARTICLE 11 - ACCESS TO POLICE DEPARTMENT'S PREMISES

Representatives of the Union may enter the Police Department for any proper bargaining unit business; provided they have secured prior permission of a member of the Employer's Labor Relations Committee or its designee.

ARTICLE 12 - BARGAINING UNIT REPRESENTATION

Section 1. There may be one (1) bargaining unit representative, and one (1) alternate chosen from among employees in a manner determined by the bargaining unit.

Section 2. The bargaining unit representative shall represent the employees and shall be authorized to resolve grievances on behalf of such employees at any step of the grievance procedure proved herein. Such resolved grievances and matters shall be final and binding upon the employees in the bargaining unit.

Section 3. The bargaining unit shall designate to the Employer, in writing, the bargaining unit representative(s), and the Employer shall not be required to recognize or deal with any employee(s) other than the one(s) so designated.

Section 4. The bargaining unit, in contract negotiations, may be represented by not more than one (1) employee in the bargaining unit and not more than two (2) non-employee representatives. The employee representative taking part in negotiations or grievance hearings shall be paid for the time so spent only to the extent that he would have been paid had he worked his normal hours, and only if he was scheduled to work.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, "grievance" shall mean any dispute between the Employer and the Union or between the Employer and the employee(s) in respect to rates of pay, wages, hours of employment or other conditions of employment and/or the interpretation, application, claim, breach or violation of this Agreement and/or the rules and regulations of the Police Department and/or the Charter Township of Muskegon.

Section 2. All grievances shall be in writing and shall include the time, dates, alleged violation(s) or written rule(s) or regulation(s) that is the basis for the grievance, the fact(s) that

gave rise to the grievance, the remedy desired and the signature(s) of the grievant and his Union representative.

Step 1: A grievance shall be presented promptly and in all cases no later than ten (10) days after the date the grievance occurred or ten (10) days from the time the grievant should have reasonably known he had grounds for a grievance.

The grievance shall first be presented to the Chief. The Chief shall acknowledge receipt of the grievance with his signature, and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or his representative.

The Chief shall give his written answer within five (5) days after receipt of the grievance.

Step 2: If the Chief's answer in Step 1 is unsatisfactory to the grievant, the grievant and the Union may, within seven (7) days from receipt of the Chief's answer, appeal the matter to the Labor Relations Committee of the Township Board. This appeal must be signed by the grievant and his Union representative.

The Labor Relations Committee shall, within ten (10) days from receipt of the appeal notice, schedule a meeting to hear the dispute and render a written decision. This period shall not include Saturdays, Sundays or holidays. This meeting shall be with the Union bargaining committee, which shall, at the option of the Union, include or not include its non-Union member.

Any decision rendered by the Labor Relations Committee that is satisfactory to the grievant shall be final and binding upon the Union and all concerned and involved, including

the Township officials, the Chief and their designated representatives, whether elected or appointed.

Step 3: If the Labor Relations Committee decision is unsatisfactory, the grievance may be advanced to arbitration. Within thirty (30) days from receipt of the decision of the Labor Relations Committee, if unfavorable, the Union shall request from the Federal Mediation & Conciliation Service a list of five (5) qualified arbitrators. A copy of this request shall be given to the Chief and the Labor Relations Committee or its designee. Upon receipt of the list, each party will make their selection for an arbitrator in accordance with the rules of the Federal Mediation & Conciliation Service.

Section 3. The arbitrator shall have no power to amend, add to, alter, ignore, change or modify the provisions of this Agreement or the written rules and regulations of the department, and his decision shall be limited to the application and/or interpretation of the above or to the specific items or issues presented to him. However, within the limitations of this provision, the arbitrator shall have the power to award to either party the remedies he considers appropriate to the circumstances.

The arbitrator shall render his decision in writing as soon after the hearing as possible, and the fees and expenses of the arbitrator shall be borne equally by the parties.

The decision of the arbitrator shall be final and binding upon the parties, including the Union, its members, the employees involved, the Township and its officials, the Board, the Chief and their representatives.

Section 4. Time Limits. A grievance which has not been settled at any step of the grievance procedure and is not appealed by the grievant to the next succeeding step in the time

limit provided for appeal shall be considered to have been withdrawn by the grievant. Conversely, if the answer in writing is not presented to the Union Representative where required within the prescribed time limit, then the matter shall be deemed to have been settled in the grievant's favor.

Section 5. Class Action Grievance. Grievances on behalf of a shift or division or the entire Union shall be filed by the chairman of the Union's Grievance Committee and shall be processed starting with the first step of the procedure.

Section 6. Extension and Waivers. Any time limits may be extended and/or waived if mutually agreed to by the parties.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1. The Employer agrees that no employee will be disciplined or discharged without just cause.

Section 2. The Employer agrees, immediately upon the discipline or discharge of any employee, to provide written notice of said discipline or discharge to the employee with a copy to the steward. Said notice shall contain a specific reason(s) for the discipline or discharge.

Section 3. A discharged or suspended employee will be allowed to discuss his/her discharge or suspension with the Union Representative, and the Employer will make available a meeting room where they may do so before the disciplined employee is required to leave the property of the Employer. Upon request, the Employer, or his designated representative, will discuss the discharge or suspension with the employee and a steward or Union Representative.

Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, the matter shall first be discussed between the employee and the Chief. The employee shall have twenty-four (24) hours after such meeting to make the written statement.

Section 4. Should the discharged or suspended employee consider the discharge or suspension improper, it may be submitted as a grievance beginning at Step 2 of the grievance procedure.

Section 5. An employee's personnel record shall be reviewed after twenty-four (24) months of satisfactory service and all disciplinary matters appearing therein shall be destroyed. Any prior disciplinary action of more than twenty-four (24) months' duration shall not be adversely used in any subsequent disciplinary action.

Section 6. At any hearing, conference or meeting which may result in disciplinary action to an employee in the bargaining unit, the employee may request the presence of a Union representative.

ARTICLE 15 - SENIORITY

Section 1. Seniority. Seniority is defined as the length of continuous service with the Employer commencing from his last date of hire. Rank seniority shall mean the length of continuous service commencing from the date of the employee's service in a particular rank.

All full-time employees shall serve a probationary period of twelve (12) months uninterrupted by any type of service break, during which time they will be termed "probationary employees".

A probationary employee's service with the Employer may be terminated at any time by the Employer in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

Section 2. Military Leave. Employees entering the armed forces shall retain all continuing seniority rights while serving in the armed forces if application for reinstatement is made within one hundred twenty (120) days of honorable discharge or upon completion of military training.

Section 3. Seniority Preference. An employee's seniority shall be continuous and an employee shall hold seniority rights except when he voluntarily resigns or when discharged. The highest seniority employees will have preference for shift assignment and vacations.

Section 4. Rotation of Overtime. When the Employer determines that overtime is available, the Employer will post the overtime for bid by the employees according to the following process.

Each month, one employee will be designated as the officer eligible for first consideration for overtime. Any overtime occurring during the month will be posted and that employee will be eligible to accept the overtime first. If that employee is unable or unwilling to work the overtime, the next lower seniority employee is eligible. The process continues down the seniority list to the least senior employee, then to the highest seniority employee than down the seniority list. The next month, the employee for first choice of the overtime drops to the next lower seniority employee and continues to rotate through the seniority list month to month on a continual basis.

For purposes of applying the provisions of this Section, an employee must be qualified to perform the available work.

If full-time employees are available but not desirous of working overtime, and the Employer has been unable to secure an employee for the overtime, then the least senior available employee may be ordered to report for and work the overtime.

ARTICLE 16 - LOSS OF SENIORITY

Section 1. An employee's seniority and employment shall terminate if:

- a. The employee quits; or
- b. The employee is discharged; or
- c. The employee fails to return to work within ten (10) calendar days after issuance of the Employer's notice of recall by certified mail to the employee's last known address as shown on the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address; or
- d. The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence; or
- e. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer; or
- f. The employee gives a false reason in requesting a leave of absence or engages in other employment during such leave of absence; or

- g. A settlement with the employee has been made for total disability; or
- h. The employee is retire; or
- i. The employee is laid off or has not, for any reason, worked for a continuous period exceeding the length of his employment or three (3) years, whichever occurs sooner.

ARTICLE 17 - LAYOFF AND RECALL

Section 1. Layoff. When it becomes necessary to layoff employees without any seniority group, the employees with the least seniority shall be laid off first, and so on progressively throughout the entire list of employees within the group. However, it is understood that the employees retained must be capable of performing the duties normally associated with a new assignment. Probationary and part-time employees shall be laid off before any seniority employees.

Section 2. Demotion. Except as provided below, an employee subject to layoff who so requests within twenty-four (24) hours after receipt of notice of layoff shall, in lieu of layoff, be demoted to a lower position in the Police Department if he has greater length of total continuous service in the department than another employee in that lower position class. Demotion shall be through those classes in which the employee previously held permanent status, providing that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 3. Notices. Employee to be laid off indefinitely shall be given at least seven (7) days' prior notice.

Section 4. Preferred Eligible List. Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within the department. Employees laid off shall have their names placed on a preferred eligible list in order of seniority for each class from which displaced.

Names shall remain on the list for six (6) months or the length of total continuous service in the department, whichever is greater, unless removed as provided below. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the department before any other persons are selected for employment or promotion in those classes.

Section 5. Recall. When laid off employees are to be reemployed, those employees having the highest seniority within their seniority group shall be reemployed first and so on progressively throughout the entire group seniority list, so long as the recalled employees are capable of doing the work.

When recalling laid off employees to work, the Employer will notify the employee by a certified letter, return receipt requested (addressee's signature only), sent to the employee's last known address, if not available to contact personally or by telephone. Employees are responsible for providing the Employer of their correct address and telephone number and the Employer's obligation is satisfied if the last known address and telephone number given by the employee are used.

ARTICLE 18 - SEPARATION - VOLUNTARY TERMINATION

Employees shall have the responsibility of turning in all Township equipment and property at the termination of employment.

The employee shall be charged for all items not returned.

ARTICLE 19 - WORK RULES

The Employer has the right to make reasonable rules and regulations. All rules and regulations shall be in writing and a copy shall be provided to the Union prior to their establishment. If the Union feels that any rule or regulation is unreasonable, it shall file a grievance within five (5) days after notice of such rule or regulation or within five (5) days after its effective date commencing at the Step 1 level of the grievance procedure as provided for herein. All employees shall receive a copy of the written rules and regulations which are in effect, and said copy shall be retained by individual officers for future reference.

ARTICLE 20 - SAFETY REGULATIONS

Section 1. Reporting Requirements. Employees are to report unsafe working conditions and/or equipment immediately and in writing to the department head. Reports are to include the date, time, specific problem and the name of the reporting employee. Any reported condition not corrected within one (1) working day shall be reported to a member of the Township Labor Relations Committee.

Illnesses and injuries incurred as a result of an employee performing his duties shall be reported in the same manner as referred to above.

Section 2. Safety. The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment. Further, the Employer will

provide protective devices and other equipment necessary to protect its employees from injury and sickness.

Section 3. Vehicles. In the procurement of motor vehicles for patrol purposes, due consideration shall be given to the quality and safety of the equipment related to the officers in the performance of their duties. Patrol vehicles shall be properly maintained and repaired while kept in operation.

ARTICLE 21 - UNION BULLETIN BOARD

The Employer will furnish a bulletin board to be used by the employees in the department to post their Union notices and information.

ARTICLE 22 - SAVINGS CLAUSE

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reasons of federal or state law not existing or hereafter enacted such invalidity and unenforceability shall not affect the remaining provisions hereof.

ARTICLE 23 - PROMOTIONS

Section 1. "Promotion" shall mean a change in employment to a position class which is of a higher maximum salary. Promotions shall be made on the basis of written examinations and interviews.

Section 2. Seniority shall apply in all cases of promotion or increase or decrease of forces provided the employees under consideration have the skill and ability to perform the

work. In determining skill and ability, the Employer shall have the right to consider the following factors:

- a. Ability to perform the work.
- b. Physical fitness.
- c. Prior satisfactory experience in police work.
- d. Test results on written and oral tests prescribed by the Employer.
- e. The employee's record while in the service of the Township.

Section 3. Following the granting of a promotion, the successful employee will be on a promotional probationary status for a period of up to six (6) months. During the promotional probationary period, the Employer shall have the right to return the employee to his former classification for unsatisfactory performance. Any employee demoted during the probationary period shall have no recourse to the grievance procedure.

During the first ninety (90) days of the promotional probationary period, an employee may, at his request, revert back to his former classification.

During the promotional probationary period, the employee will receive the rate of the promotional classification while so assigned.

ARTICLE 24 - GENERAL PROVISIONS

Section 1. Any employee absent three (3) consecutive work days due to claimed illness, shall, upon the Township's request, furnish a medical doctor's statement of incapacity to work. The Employer reserves the right to have any employee absent due to claimed illness examined by the medical doctor of the Employer's choice at the Employer's expense. In the event of a

dispute involving an employee's incapacitation, the Employer's physician and the employee's physician shall agree on a third doctor to submit a report to the Employer and employee, and the decision of the third doctor shall be binding on both parties. The expense of the report of the third physician shall be shared equally by the Employer and the employee.

Section 2. Employees absent from work due to claimed illness or otherwise shall inform the Employer of such absence by telephone one (1) hour prior to their starting time, unless excused by the circumstances.

Section 3. The Employer reserves the right to change insurance carriers provided the coverage is the same and the Union is given advance notice prior to any change being implemented.

Section 4. When employment and seniority is interrupted by layoff, discharge, quit, retirement, or unpaid leave of absence, all insurance coverage continues only for the balance of the month in which such termination occurs.

Section 5. Employees shall not be eligible to receive benefits, unless provided for otherwise in this Agreement, while they are:

- a. Laid off;
- b. On an unpaid leave of absence; or
- c. Retired.

ARTICLE 25 - UNPAID LEAVES OF ABSENCE

Section 1. Leaves of absence without pay or benefits may be granted upon application for a maximum period of two (2) years for the following reasons:

- a. Serving in any Union position.

- b. Illness of the employee (mental or physical).
- c. Prolonged illness in the immediate family (spouse, children or step-children).
- d. Maternity leave.
- e. Political activities.

Section 2. All requests for leaves of absence shall be submitted in writing at least two (2) weeks prior to the leave date and approval shall be in writing five (5) working days prior to the leave date. Employees shall accrue seniority while on leaves of absence and shall be returned to the position which they held prior to the leave or to a position to which their seniority would entitle them.

Section 3. A leave of absence granted in accordance with subsections (b) and (c) of Section 1 must be substantiated by a doctor's report.

ARTICLE 26 - SICK LEAVE

Section 1. Sick Leave. All employees shall earn sick leave at the rate of one (1) day per month for a total of twelve (12) days per year with an unlimited accumulation.

Fifty percent (50%) of the unused sick leave days, to a maximum of one hundred eighty (180) days, shall be paid to the employee upon separation of employment for any reason, or to the employee's heirs in the case of death of the employee at the employee's prevailing rate in any case.

In the event an employee is terminated for cause fifty percent (50%) of the unused sick leave days, to a maximum of one hundred eighty (180) days, shall be paid to the employee

only after a final determination has been made as to whether or not the employee's discharge was for cause. If a discharged employee does not challenge his discharge through the grievance procedure, or otherwise, then, in that event, the employee will be paid for fifty percent (50%) of the unused sick leave days within a reasonable time following the determination that the employee will not challenge the discharge.

Section 2. Sick Leave Use. Sick leave may be taken for the following reasons: any illness any employee may contract including disability resulting from pregnancy or any exposure to contagious disease he may experience in which the health of others would be endangered by his attendance at duty; a critical illness to a member of his immediate family.

Section 3. Medical Certificate. A medical certificate may be required as evidence of an employee's illness or injury that prevented his attendance at work, if the pattern of sick leave developed by the employee indicates an abuse of the sick leave privilege.

Section 4. Illness or Injury. Sick leave may be taken for compensable injury or illness, to supplement the Workmen's Compensation benefits to equal such employee's regular rate of pay, charged against the sick leave bank.

ARTICLE 27 - OCCUPATIONAL DISABILITY

Section 1. Any employee covered by this Agreement who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Employer shall receive his full normal wages, exclusive of overtime pay, for the first twenty-one (21) days of such incapacitation, less any benefits he is entitled to under worker's compensation benefits.

Section 2. Each employee will be covered by the applicable worker's compensation laws and the Employer further agrees that an employee being eligible for worker's compensation will receive, in addition to his worker's compensation income, an amount to be deducted from his accumulated sick leave sufficient to make up the difference between worker's compensation and his regular weekly income based on his regular work week until his return to work or his accumulated sick leave is extended, whichever may come first.

ARTICLE 28 - FUNERAL LEAVE

Section 1. Employees shall be granted time off with pay for a death as follows:

Four (4) working days not to be deducted from sick leave for the death of spouse, mother, father, son, daughter, and two (2) working days not to be deducted from sick leave for the death of mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, brother, sister, daughter-in-law, grandparents and grandchildren.

Section 2. One (1) working day to be deducted from sick leave to attend the funeral of a relative or a close friend.

ARTICLE 29 - HOLIDAYS

Section 1. All employees shall be paid the following holidays based upon their regular work day:

New Year's Day
Fourth of July
Labor Day
The day after Thanksgiving
Christmas Day
Veteran's Day
Four (4) personal days

Memorial Day
All day Good Friday
Thanksgiving Day
The day before Christmas
The day before New Year's
Employee's Birthday

Section 2. Except for employees regularly scheduled to work on a shift basis, when a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the legal holiday; and when the legal holiday falls on Sunday, the following Monday shall be observed as the legal holiday.

Section 3. To be eligible for holiday pay, an employee must be compensated the last scheduled day before and the first scheduled day after the holiday (plus the holiday if scheduled) unless the absence has been previously approved by his department head and must be a non-probationary employee.

Section 4. When a holiday falls within an employee's vacation period or during legitimate sick leave, the employee will receive compensation for that day as a holiday, and that day will not be considered as a vacation day or sick leave day.

Section 5. If an employee works a majority of his regular scheduled hours on a holiday, he shall receive holiday pay plus time and one-half for all hours worked, even if some of the hours worked were not on the actual holiday. If an employee works less than a majority of his regular scheduled hours on a holiday, he shall receive holiday pay plus his straight time hourly rate for all hours worked even though some of the hours were on the actual holiday.

Examples of the application of this Section are as follows:

- a. An employee commences work at 10:00 p.m. on the day before Labor Day and works until 6:00 a.m. on Labor Day. The employee would be paid eight (8) hours of straight-time pay as holiday pay plus eight (8) hours at time and one-half.

- b. An employee commences work at 10:00 p.m. on Labor Day and works until 6:00 a.m. the day after Labor Day. The employee would be paid eight (8) hours of straight-time pay as holiday pay plus eight (8) hours at straight time.

If an employee does not work a holiday because it is his regular scheduled day off, he shall receive holiday pay.

ARTICLE 30 - VACATIONS

Section 1. All regular, full-time employees shall receive an annual vacation leave allowance with pay computed at straight-time rates based on the following schedule:

- a. Ten (10) working days for one (1) year through the fifth (5th) year.
Beginning the sixth (6th) year through the twelfth (12th) year; Fifteen (15) working days per year.

Beginning the thirteenth (13th) year through the seventeenth (17th) year;
Twenty (20) working days per year.

Beginning the eighteenth (18th) year and over; Twenty-five (25) work days per year.

- b. Employees shall sign up for priority vacations during the month of February of each year. Senior employees shall have first choice. During this sign up period, employees shall select vacation in weekly increments.

At the conclusion of the sign-up period, employees may then sign up for vacation on a first-come basis with at least five (5) days' notice and can be of any duration as long as they do not conflict with any other employee's priority vacation. Employees who request vacation with less than five (5) days' notice may, at the discretion of the Chief or his designees, have their request granted.

- c. Any employee with one (1) or more year's employment shall be given two (2) weeks' pay at regular rate in the event that he is called or enlists in the Armed Services of the United States of America. Employees with less than one (1) year of seniority shall be given a prorated share with one-twelfth (1/12th) of two (2) weeks' pay for each full month of employment.
- d. Each employee who leaves the service shall be entitled to take his prorated accumulated vacation pay.
- e. Vacation days are not accumulative and must be taken during the anniversary year following the one in which it was earned. Unless impossible because of conditions, all employees must take their vacations.
- f. Vacations shall be considered as a matter of right and if canceled because of work necessity, shall be rescheduled or paid for at straight-time as extra compensation for the period, whichever the employee chooses.
- g. In computing vacation leave, sick leave not to exceed the accumulated sick leave of the employee in any (1) year, shall be counted as time worked.

- h. Employees must work a minimum of one thousand six hundred (1,600) hours to be eligible for full vacation pay. Employees working less than one thousand six hundred (1,600) hours shall be paid a prorated share.
- i. Vacation eligibility shall be earned in the previous anniversary year and shall be calculated from anniversary date of hire. Such vacation shall be taken within a twelve (12) month period following each employee's respective anniversary date.
- j. If any employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- k. Except in emergency, no more than one (1) person shall be on vacation at the same time unless approved by the Chief.
- l. If a regular payday falls during an employee's vacation, he may request that pay check in advance before going on vacation.

ARTICLE 31 - INSURANCE

Section 1. The Employer shall provide employees and their dependents with a 75/25 Dental Plan with the premium paid by the Employer. The maximum dental benefit is \$800 per family member per year.

Section 2. (a) The Employer agrees to pay hospitalization insurance premiums for the employee and dependents, the plan to be Blue Cross/Blue Shield with a Master

Medical (option 4) and the ML rider, FAE rider and prescription Drug Plan (\$5.00) co-pay rider or Blue Care Network with prescription Drug Plan (\$5.00) co-pay riders.

(b) Commencing on the effective date of this Agreement, there shall be deducted from each employee's paycheck on the second full pay period in each month a sum equal to three percent (3%) of the current premium amount for the Employee. Such monthly deduction is hereby authorized by this Agreement. The Employer shall place into effect an IRS 125 Plan for pretax contribution benefits as soon as is practicable.

(c) Cash Payment Option. Reimbursement to an employee who is otherwise eligible for hospitalization insurance coverage and who has executed a proper waiver of coverage will be paid the following amount in lieu of such coverage:

(i) An employee who is receiving such payment in lieu of coverage as of December 31, 1996 - Ninety-seven percent (97%) of the premium cost.

(ii) A current employee as of January 1, 1997, who elects such payment in lieu of coverage after January 1, 1997 - Seventy-five percent (75%) of premium cost.

(iii) Any employee who is hired after January 1, 1997 and elects such payment in lieu of coverage - One Hundred Dollars (\$100) per month.

Section 3. The Employer agrees to provide life insurance for each employee in the amount of Thirty Thousand Dollars (\$30,000) with double indemnity with death and dismemberment insurance coverage.

Section 4. The Employer agrees to provide retirees with Hospitalization Insurance for themselves and their dependents on a 75/25 cost sharing basis. When an employee becomes eligible for medicare, the Employer will provide medicare supplemental insurance.

Section 5. The Employer agrees to provide optical benefits for employees only, to a maximum of Two Hundred Dollars (\$200) every two (2) years.

ARTICLE 32 - PENSION

Section 1. The Employer agrees to cover employees under the Michigan Municipal Retirement System Benefit B-3, including the F-50 and F-55 Waiver and the E-I and E-II provisions.

ARTICLE 33 - LEAVE FOR UNION BUSINESS

Section 1. Employees who have been elected to attend state and national Union conventions, conferences, and/or meetings shall be allowed time off with loss of pay to attend such conventions, etc., in accordance with the requirements of the Union constitution, etc., in accordance with the requirements of the Union constitution and convention rules, provided, however, that such time off shall not exceed seven (7) days in any one calendar year, and at any one particular time, such employees so not number more than two (2).

Section 2. Employees who are elected to represent their local Union at special state or national meetings, conferences, conventions, etc., shall be allowed time off with loss of pay to attend such meetings not to exceed five (5) days in any one (1) fiscal year upon written request by the Union and with prior approval of the Chief, further provided, that such employees do not number more than two (2) at any one given time.

Section 3. Employees who are officers of their local Union shall be allowed time off to attend to and conduct local Union meetings.

ARTICLE 34 - EQUIPMENT AND UNIFORMS

Section 1. The Employer agrees to issue to each officer the following initial equipment and uniforms:

5 summer shirts	1 pants belt
5 winter shirts	1 equipment belt
1 summer hat	1 pair handcuffs and holster
1 winter hat	1 gun holster
5 trousers	1 magazine case with 2 magazines
1 pair footwear	4 belt keepers
1 pair overshoes	1 hat badge
1 summer coat	1 jacket badge
1 winter coat	1 shirt badge
1 raincoat	1 I.D. card
3 neckties	1 tie clasp
2 name plates	1 pair gloves

Section 2. Clothing and uniforms shall be ordered as needed. The Employer agrees to replace or repair damaged equipment and uniforms as needed.

Section 3. The Employer shall pay each employee a gross maximum of Two Hundred Twenty Dollars (\$220) per year subject to payroll deductions prorated on a quarterly basis for uniform cleaning.

Section 4. Each employee will be required to purchase Sig Sauer P229 .40 caliber duty weapon. These weapons will be originally purchased by the Department and then purchased by the employee through payroll deduction based upon the current purchase agreement.

Section 5. The Employer agrees to provide all employees with protective bulletproof vests. These vests shall be of sufficient quality and meet the appropriate specifications. When provided by the Employer, all employees shall be required to wear the vests while on duty.

ARTICLE 35 - PISTOL SHOOT

Section 1. The Employer shall provide a proper firearms practice program. Said program shall be based on the guidelines of the Michigan Law Enforcement Officers Training Council. Employees shall be required to complete the program provided and the Employer shall be required to provide whatever supplies are necessary.

ARTICLE 36 - WORKDAY AND WORK WEEK

Section 1. The workday shall be eight (8) consecutive hours in any one (1) day, including meal periods, and the work week shall be forty (40) hours per week, including meal periods, for a total of eighty (80) hours every two (2) weeks.

ARTICLE 37 - OVERTIME

Section 1. Any employee required to work in excess of the regular workday (8 hours) or in excess of the work week (40 hours) shall be compensated for overtime at the rate of time and one-half (1-1/2) of the employee's regular hourly rate of pay.

Section 2. Employees shall be allowed to receive compensatory time off in lieu of wages for all overtime and premium time. The employees must indicate at that time that overtime and premium time is earned, whether they desire compensatory time or wages.

Employees shall be paid for all hours of earned compensatory time each calendar year. Payment shall be made to employees on or before December 15 of each year. However, employees may, at their discretion, carry over a maximum of forty (40) hours of earned compensatory time from one calendar year to the next.

ARTICLE 38 - CALL BACK

Section 1. The employees covered hereby who are called back to work shall be paid a two (2) hour minimum call back pay.

ARTICLE 39 - COURT TIME

Section 1. Off-duty employees, when required to appear in court for official business, shall receive a minimum of two (2) hours' pay to be paid at the rate of time and one-half (1-1/2) for such appearances. Any time beyond two (2) hours shall also be paid at the rate of time and one-half (1-1/2).

ARTICLE 40 - WORK SHIFTS

Section 1. A shift schedule shall be posted every six (6) months showing the dates to be worked and days off. Any change in the employee's working days or days off, the Employer agrees to provide a five (5) day notice, except in case of extreme emergency.

Section 2. Employees shall bid by seniority for their preferred work shift every six (6) months. Bids shall occur in the months of March and September to take effect in April and October.

ARTICLE 41 - CALL IN

Section 1. Any employee reporting for work on a regular scheduled work day who is sent home for no fault of his own shall be paid for two (2) hours at his regular hourly rate of pay.

ARTICLE 42 - BREAKS AND MEAL PERIODS

Section 1. Employees shall be allowed two (2) coffee breaks during each shift and a thirty (30) minute lunch period. The coffee breaks shall be of fifteen (15) minute duration; to be taken one in the first half of the shift and one during the second half of the shift.

ARTICLE 43 - LONGEVITY

Effective beginning January 1, 1997, employees with more than five (5) years of service shall be paid in a separate check an annual longevity with the first full pay period in December of each year, of One Hundred Dollars (\$100) for every five (5) years of service up to a maximum of Five Hundred Dollars (\$500). Such amounts are gross sums subject to normal payroll deductions.

ARTICLE 44 - WAGES

The classifications in the Police Department which are covered by this Agreement with the corresponding wages are attached as Appendix "A".

Effective 1/1/97	2% increase
Effective 7/1/97	2% increase
Effective 1/1/98	2% increase
Effective 7/1/98	2% increase
Effective 1/1/99	3% increase
Effective 1/1/2000	3% increase

ARTICLE 45 - PERSONNEL FILES

Employees will be entitled access to their personnel files in accordance with Act No. 397 of the Public Acts of 1978.

ARTICLE 46 - MISCELLANEOUS

Section 1. Annual Wage. Wages paid under terms that guarantee a specified minimum for the year or a minimum period of payment for the year.

Section 2. Discharge. Permanent separation of employees from payroll by the Employer.

Section 3. Fringe Benefits. Term used to encompass items such as vacation, holidays, insurance, medical benefits, pensions, and other similar benefits that are given to an employee under his employment or labor contract in addition to direct wages.

Section 4. Layoff. "Layoff" shall mean the separation of employees from the active work force due only for the reasons of lack of work or funds.

Section 5. Overtime. "Overtime" shall consist of authorized work in excess of the number of hours in any one (1) scheduled work day, including meal periods.

Section 6. Past Practices. Existing Employer practices, sanctioned by use and acceptance, that are not specifically included in this Collective Bargaining Agreement except perhaps by reference to their continuance.

Section 7. Promotion. "Promotion" shall mean a change in employment to a position class which is of a higher maximum salary.

Section 8. Reclassification. "Reclassification" shall mean the changing of a position from one class to another based upon the duties involved.

Section 9. Transfer. "Transfer" shall mean a change in employment to another position in any class which is of the same maximum salary and similar duties and qualifications.

Section 10. Vacation Day. A "Vacation Day" shall mean a period of time equal to eight (8) hours or one (1) regularly-scheduled normal workday.

Section 11. Wage Step Increase. A "Wage Step Increase" shall mean an increase in compensation to the next higher step in the same pay range of the employee's anniversary date of hire.

Section 12. Residency. Effective January 1, 1997, it shall be a condition of continued employment for any employee hired on or after that date to be a resident of Muskegon County at the time of hire. At the discretion of the Employer, ninety (90) calendar days after hire may be given to obtain residency.

ARTICLE 47 - EFFECTIVE DATE

This Agreement shall become effective on the first day of January, 1997, and shall remain in full force and effect to and including the 31st day of December, 2000, and shall continue in full force and effect from year to year thereafter unless either party desires to change or modify any of the terms or provisions of this Agreement. The party desiring the change or modification must notify the other party in writing not less than sixty (60) days prior to termination.

IN WITNESS WHEREOF, the parties have set their hands and seals this 24 day
of February, 1997.

FOR THE TOWNSHIP:

P. Don Aley
Carol Ann Cheney
Deane M. Patton

FOR THE UNION:

James Sliter
James Sliter
James Sliter

#25189

APPENDIX "A"

Effective January 1, 1997

<u>Classification</u>	<u>Hourly</u>
<u>Police Officer</u>	
Starting	15.84
6 months	16.22
12 months	16.64
18 months	16.99
24 months	17.31
<u>Sergeant</u>	17.83

Effective July 1, 1997

<u>Classification</u>	<u>Hourly</u>
<u>Police Officer</u>	
Starting	16.16
6 months	16.54
12 months	16.97
18 months	17.33
24 months	17.66
<u>Sergeant</u>	18.19

APPENDIX "A"

Effective January 1, 1998

<u>Classification</u>	<u>Hourly</u>
<u>Police Officer</u>	
Starting	16.48
6 months	16.87
12 months	17.31
18 months	17.68
24 months	18.01
<u>Sergeant</u>	18.55

Effective July 1, 1998

<u>Classification</u>	<u>Hourly</u>
<u>Police Officer</u>	
Starting	16.81
6 months	17.21
12 months	17.65
18 months	18.03
24 months	18.37
<u>Sergeant</u>	18.92

APPENDIX "A"

Effective January 1, 1999

<u>Classification</u>	<u>Hourly</u>
<u>Police Officer</u>	
Starting	17.31
6 months	17.73
12 months	18.18
18 months	18.57
24 months	18.92
<u>Sergeant</u>	19.49

Effective January 1, 2000

<u>Classification</u>	<u>Hourly</u>
<u>Police Officer</u>	
Starting	17.83
6 months	18.26
12 months	18.73
18 months	19.13
24 months	19.49
<u>Sergeant</u>	20.07