

3595

3/31/2001

AGREEMENT

between

THE TOWNSHIP OF NILES

and

THE POLICE OFFICERS LABOR COUNCIL
NILES POLICE OFFICERS ASSOCIATION DIVISION

Niles Township

EFFECTIVE: April 1, 1997

EXPIRES: March 31, 2001

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 19___, effective the first day of April, 1997, by and between the Township of Niles, a Michigan Municipal Corporation, hereinafter referred to as a "Employer" and Police Officers Labor Council, Niles Township Police Officers Association, hereinafter referred to as the "Association".

PURPOSE AND INTENT

Section 1. It is recognized by both Parties that the best interests of the Township of Niles are of a paramount concern and that any labor disputes between the Association and the Employer be resolved in an orderly manner without interruption of public services as provided under the provisions of this Agreement.

Section 2. The Parties recognize that the interests of the community and the job security of the members of the Association depend upon the Township's success in establishing a proper service to the community.

RECOGNITION

Section 1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Association as the exclusive collective bargaining representative as provided in Public Act No. 379, of the Public Acts of 1965, as amended, and Act 312, of the Public Acts of 1969, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time employees of the Employer included in the bargaining unit described below:

All employees employed in the Police Department of Niles Township, classified as, and occupying the position of Sergeant and patrolman. Excluding: All clerical employees, part-time or temporary employees, employees occupying the rank of lieutenant or higher ranks, all elected or appointed officials, supervisory employees, all employees that are employed through a State and/or Federally paid program, and all other employees employed in or by the Township of Niles.

ARTICLE I AID TO OTHER UNIONS

The Employer will not aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization.

**ARTICLE II
CAPTIONS**

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

**ARTICLE III
GENDER**

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

**ARTICLE IV
BARGAINING UNIT RESPONSIBILITIES**

The Association agrees that its members will perform efficient services, and use its best efforts to protect the property and interests of the Employer, and will cooperate with the Employer in performance of their duties.

**ARTICLE V
MANAGEMENT RIGHTS**

Section 1. The Association recognized and agrees that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate, or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer including those delegated to the Chief by the Employer, are hereby recognized.

Section 2. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Township in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations as in the past; to establish work rules; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management.

Section 3. The Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work

schedules; to provide and assign relief personnel.

Section 4. The Association hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 5. The Parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Association, therefore, agrees until the termination of this Agreement, that there will be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, 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. The Association further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Employer, as long as this contract is in force.

ARTICLE VI AGENCY SHOP

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

Section 2. Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition for continued employment, to become members of the Association or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition for continued employment, to become members of the Association or pay a service fee to the Association equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE VII DUES DEDUCTION

Section 1. During the life of this Agreement, the Employer will deduct current uniform dues provided that at the time of such deduction, there is in the possession of the Employer, a current

written assignment, executed by the employee in the form and according to the terms of the authorization form attached hereto as "Attachment ____".

Section 2. Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.

ARTICLE VIII SAVE HARMLESS

In the event the Employer, acting on the request of the Association, discharges or attempts to discharge an employee at the Association's request, the Association shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

ARTICLE IX ASSOCIATION UNIT REPRESENTATION

Section 1. There shall be one (1) Association representative chosen from among the employees with one (1) or more years seniority in a manner to be determined by the Association.

Section 2. There shall be one (1) alternate Association representative chosen from among employees with one (1) or more years seniority in a manner determined by the Association.

Section 3. The Association Unit representative shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the Bargaining Unit.

Section 4. The Association shall designate to the Employer, in writing, the Association Unit representative and the Employer shall not be required to recognize or deal with any employee other than the one so designated.

Section 5. Pay Allowance for Representatives. The Employer will grant a necessary and reasonable amount of time off, not to exceed four (4) hours with pay per week during straight time working hours to the representative who must necessarily be present for direct participation in investigating grievances and grievance adjustments with management. Such representative shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject to disciplinary action. The Employer will not pay them for any time they spend in the arbitration procedure, or in proceedings, if any, that occur at any place other than on the Employer's premises, or that are conducted or attended by any governmental agency or agent.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is a written dispute, claim or complaint, arising under and during the term of this Agreement, and filed by either an authorized representative of, or an employee in, the Bargaining Unit.

Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The Parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein, or the grievance is forfeited.

The grievance procedure shall not apply to the retirement plan or any of the insurance plans or the payment of insurance, unless the grievance is against the Township. All grievances must be signed and dated by the aggrieved employee and his representative and naming the articles that are being violated. All grievances must be filed within seven (7) calendar days after the occurrence of the circumstances giving rise to the grievance, otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

All grievances must be filed within thirty (30) days, which pertain to rates of pay, after the occurrence of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

- Step 1.** Any employee having a complaint shall first take up the matter with his immediate supervisor. If no satisfactory answer or disposition is received within seven (7) calendar days, the complaint shall be processed as follows:
- Step 2.** The employee and/or his representative shall within seven (7) calendar days after the occurrence of the circumstances giving rise to the grievance, reduce the matter to written form, stating all the facts in detail and submit same to his supervisor. The supervisor shall, within seven (7) calendar days, record his disposition in detail on all copies of the grievance form, returning two (2) copies to the representative or employee.
- Step 3.** Failing to resolve the issue in the second step, the representative shall state the reasons in writing why the answer of the Employer in Step 2 is not satisfactory and shall then, within seven (7) calendar days of the Employer's disposition, contact the Employer and/or his designated representative to arrange a meeting between the representative and the Employer or his designated representative to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time. If the Parties in this step are unable to resolve the grievance, the matter may be submitted

to arbitration as hereinafter provided for in this Agreement.

Section 2. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Association and any and all Bargaining Unit employees involved in the particular grievance.

Section 3. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Association within the prescribed time limits shall be automatically closed upon the basis of the last disposition.

Section 4. When an employee is given a disciplinary discharge or a written reprimand and/or warning which is affixed to his personnel record, the representative will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within seven (7) calendar days from the time of presentation of the notice to the representative.

Section 5. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he may have received.

Section 6. Settlement. Settlement on any grievance shall be reduced to writing and signed by the Parties. Verbal settlements in Step 1 by the employee and his immediate supervisor must be approved by the Chief before they become final.

Section 7. (a) Any grievance submitted for arbitration by either Party to this Agreement, subject to the conditions herein provided for in said Agreement, shall first be reduced to a written "Submission Agreement", detailing the dispute at issue. If the Employer and the Association cannot agree upon the "Submission Agreement", each Party, at least seven (7) days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute and the arbitrator shall determine at or before the hearing, the issue or issues to be arbitrated, provided however, that such issue or issues are arbitrable under the terms of this Agreement.

(b) The joint "Submission Agreement" shall be signed by the Employer, the Association Representative, and all aggrieved employees, if any. In the event separate statements of the issues are submitted, the Employer shall sign its copy and the Association Representative and all aggrieved employees, if any, shall sign the Association's statement of issue.

ARBITRATION

Section 8. Either Party may request arbitration of an unsettled grievance. The Party desiring arbitration must notify the other Party in writing of such desire within five (5) calendar days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement. In the event that either Party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made in the last step of the grievance procedure.

After receipt of a desire to arbitrate, the Parties shall attempt to agree on an arbitrator. If the Parties are unable to so agree within seven (7) calendar days or within a longer period, if mutually agreed upon, either Party may submit the matter to the Michigan Employment Relations Commission, requesting that an arbitrator be selected with assistance and under the rules of the Michigan Employment Relations Commission.

Section 9. The Parties understand and agree that in making this Agreement, they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the Parties only over the interpretations or applications of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 10. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the Parties. The arbitrator shall have no power to establish wage scales or rates, or to change any rate unless it is provided for in this Agreement.

The arbitrator shall have no power to provide agreements for the Parties in those cases where in this Agreement they have agreed that further negotiations should occur to cover the matters in dispute.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the Parties without decision or recommendation on the merits of the case.

Section 11. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award, under no circumstances, shall be based on extra contract matters not specifically incorporated in this Agreement.

Section 12. The expenses of the arbitrator shall be shared equally by the Parties. Each Party shall make arrangements for and pay the expenses of witnesses which are called by them, and transcripts or other expenses incurred by them.

Section 13. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Association, on all bargaining unit employees and on the Township Board.

Section 14. The Association will discourage any attempt by any bargaining unit employee and will not encourage or cooperate with any bargaining unit employee in any court or labor board.

ARTICLE XI SENIORITY

Section 1. For the purpose of computing benefits, seniority shall be defined as the length of the employee's continuous service with the Employer, dating from the employee's last date of hire. Rank or classification seniority shall mean the length of continuous service in a particular rank or classification.

Section 2. Probationary Period. New employees shall be considered probationary employees for a period of six (6) months. Probationary employees may be terminated by the Employer at any time and shall not have recourse to the grievance procedure or arbitration procedure.

Section 3. Seniority Lists. The Employer shall maintain a seniority list of all employees in the bargaining unit according to the seniority date showing names, positions, classification, and seniority date; and shall furnish a copy to the Association as soon as possible after the effective date of this Agreement.

ARTICLE XII LOSS OF SENIORITY AND BENEFITS

An employee shall lose his status as an employee and his seniority and all benefits for the following reasons:

1. He resigns or quits.
2. He is discharged or terminated.
3. He retires.
4. He is convicted of a felony.
5. He is absent from work for three (3) consecutive working days without notifying the Employer.
6. If he does not return to work when recalled from layoff as set forth in the recall procedure, unless other arrangements are agreed upon in writing.
7. If he fails to return from sick leave, and/or any leave of absence on the specific date for his return unless other arrangements are agreed upon, in writing.
8. If he has been on layoff for a period of time equal to his seniority at the time of his layoff, or two (2) years, whichever is less.

**ARTICLE XIII
LAYOFF**

Section 1. The word "layoff" means a reduction in the work force due to the decrease of work or lack of funds or to abolish positions because of changes in the organization.

Section 2. When it becomes necessary to reduce the size of the work force, probationary employees shall be laid off first providing there are employees with seniority who are available and can satisfactorily perform the work. Thereafter, employees with the least seniority shall be the ones laid off providing senior employees are available and who can satisfactorily perform the work. An employee who is demoted in lieu of layoff shall be paid the salary of the classification or rank in which he has been demoted to.

**ARTICLE XIV
RECALL**

When the work force is increased from a layoff, employees will be called back from duties according to seniority, with the employee having the most seniority being called back first providing they have the ability to perform the work available.

Notices of recall will be sent to the employee at his last known address on record with the Township, by registered or certified mail. If an employee fails to report for work within five (5) days from date of receipt of notice, he shall be considered a quit.

**ARTICLE XV
PROMOTIONAL ADVANCEMENT**

When divisional vacancies exist, or promotions are made within that division, these shall be made on the basis of competitive examinations and evaluations, as established in Township Policy as adopted on March 21, 1983. The Employer will fill all permanent classification vacancies when needed if such action is necessary as determined by the Employer.

**ARTICLE XVI
TEMPORARY TRANSFERS**

The Employer reserves the right to temporarily transfer an employee to assist in the required work of the Employer. An employee so transferred shall continue to receive his regular rate of pay.

**ARTICLE XVII
VETERANS**

An employee who is called into active service in the Armed Forces of the United States, shall, upon termination of such service, be offered re-employment in his previous position or a similar position,

according to his seniority status, and pay; unless the circumstances have changed so as to make it impossible or totally unreasonable to do so, in which event, he will be offered such employment in line with his seniority as may be available, which he is capable of doing, at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge, or one hundred twenty (120) days after hospitalization continuing after discharge.

Except as hereinafter provided, the re-employment rights of the employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE XVIII LEAVE OF ABSENCE WITHOUT PAY

Section 1. Leaves of absences without pay for reasonable periods of time will be granted without loss of seniority for:

1. Sickness of the employee.
2. Prolonged illness in the immediate family.

Section 2. Such leave may be extended for just cause. (No leave of absence will be granted for less than thirty (30) days.) Vacation and sick leave shall not accrue during such leaves of absence.

Section 3. Approved leaves of absence may be extended for a reasonable period of time at the discretion of the Employer.

ARTICLE XIX NO STRIKES

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

Section 2. The Parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. Under no circumstances will the Association cause or permit its members to cause or will any employee take part in any strike, sit-down, stay-in, slowdown of work, or restriction of production, or interference with the operations of the Township, or any picketing during the term of this Agreement. In the event of a work stoppage, other curtailments of production, picketing or patrolling, the Township shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment, until same has ceased.

In the event of a work stoppage, picketing, patrolling, or any other curtailment by the Association or the employees covered hereunder, during the term of this Agreement, the Association by its officers, agents and stewards, shall immediately declare such work stoppage, picketing, patrolling, or other curtailment to be illegal and unauthorized in writing to the employees, and order said

employees, in writing, to stop said conduct and resume full production. Copies of said written notice shall be served upon the Township. The Association further agrees to cooperate with the Township to remedy such situation by immediately giving written notice to the Township and the employees to return to work.

The Association further agrees that they shall not use the services of outside persons to perform picket duties against the Township.

**ARTICLE XX
NON-DISCRIMINATION**

The Township Board and the Association agree that neither will discriminate against any employee or member because of his race, creed, color, or national origin.

**ARTICLE XXI
WAGES AND FRINGE BENEFITS**

Section 1. Holidays: Employees will have the following paid holidays.

- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Employee's Birthday

This shall not affect the lump sum payment outlined below:

An employee scheduled to work on a holiday must work his/her regularly scheduled work day before and the next regularly scheduled work day following the holiday, unless on approved leave.

For purposes of computing holiday pay under this section, only those hours between 12:00 Midnight and 11:59 P.M. the day of the holiday shall be used.

If an employee has to work on a holiday, he/she shall receive an additional day's pay for each holiday worked.

Each employee shall receive a lump sum payment for eleven (11) holidays payable the first pay period in December.

Section 2. Vacations: The vacation schedule will be:

- (a) From date of hire to end of first year, pro rate share of two (2) weeks annually.
- (b) Two (2) weeks per year thereafter until end of 5th full year of employment.
- (c)

Six (6) years	16 days
Seven (7) years	17 days
Eight (8) years	18 days
Nine (9) years	19 days
Ten (10) years	20 days
Eleven (11) years	21 days
Twelve (12) years	22 days
Thirteen (13) years	23 days
Fourteen (14) years	24 days
Fifteen (15) years	25 days

Vacation time is earned from date of hire to end of Township fiscal year, i.e., March 31st, and may be taken at any time during the subsequent fiscal year beginning April 1st and ending March 31st.

Vacation time must be taken during the fiscal year following accumulation, subject to the scheduling requirements of the department, and may not be accumulated for more than one year without the express consent of the Township Board or its appointed representative in specific cases.

Upon termination for any cause, employees shall be paid at their existing rate of pay for any vacation time earned in a prior fiscal year and not used as of termination, plus the pro rated share of their earned vacation for the fiscal year in which they are terminated.

Section 3. Sick Leave: Employees who by nature of accident or sickness, which is not covered by Workman's Compensation shall be entitled to sick leave as follows:

- (a) First month, or part thereof, shall be paid at the regular rate of pay, and all deductions shall be made as if the employee was working.
- (b) After one month of continuous disability, employees shall receive 80% of normal salary free of all deductions for a period not to exceed six (6) months.
- (c) Employees shall at the request of the Township Board or its duly appointed representative furnish such medical evidence as the Board shall deem necessary from time to time to establish to its satisfaction that disability exists to an extent necessitating absence from work, and the employee shall submit to examination by a qualified medical practitioner for the purpose of such determination at any reasonable time during such term of disability.

- (d) Each full time employee shall be allowed six (6) sick days per year, retroactive to January 1, 1978. Sick days not taken will be accumulated to a maximum of thirty (30) days. Once an employee reaches the maximum accumulation, he/she shall be paid one-half (1/2), at the employee's normal rate of pay, of any unused sick days beyond thirty (30). This payment shall be made the first pay period following the end of the employer's fiscal year.
- (e) An employee shall submit to a physical or psychological examination by a Township Board designated physician, psychologist or psychiatrist whenever the Chief of Police determines there is just cause to make a request. The cost of this examination shall be borne by the Employer. Should the employee disagree with the results of the examination, he/she shall have the right to be examined by his/her own physician, psychologist, or psychiatrist. The cost of this examination shall be borne by the employee. If the results of the examinations differ, then the two (2) physicians, psychologists, or psychiatrists shall mutually agree to a third physician, psychologist or psychiatrist who shall conduct an examination. The results of this third examination shall be binding on both Parties. The costs of this third examination shall be shared equally by the Employer and the employee.

Section 4. Uniforms: Uniforms shall be replaced or repaired as needed, subject to the prior approval of the Chief of Police.

- a. Each employee shall receive a personal equipment maintenance payment in the amount of \$500.00 payable the first pay period in April.

Section 5. Insurance: All insurance benefits shall remain in force as provided by Niles Township. The Township Board will pay whatever increases occur in the insurance programs for the duration of this Agreement.

Effective December 1, 1995 deductibles shall be increased to one hundred dollars (\$100.00) per person and one hundred fifty dollars (\$150.00) per family. In addition the drug prescription card shall be changed to a five dollar (\$5.00) co-pay.

Section 6. Wages:

Police Officer Wage Scale	April 1, 1997
Hire date up to one (1) year	\$26,535.25
One (1) year up to two (2) years	\$28,594.10
Two (2) years to three (3) years	\$29,394.02
Three (3) years to four (4) years	\$29,514.26

Four (4) years to five (5) years	\$29,820.62
Five (5) years to six (6) years	\$30,126.99
Six (6) years and more	\$31,692.00

Sergeant Wage Scale

Appointment date to one (1) year	\$31,692.00
Over (1) year	\$32,847.83

Police Officer Wage Scale April 1, 1998

Hire date up to one (1) year	\$27,485.25
One (1) year up to two (2) years	\$29,544.10
Two (2) years up to three (3) years	\$30,344.02
Three (3) years up to four (4) years	\$30,464.26
Four (4) years up to five (5) years	\$30,770.62
Five (5) years to six (6) years	\$31,076.99
Six (6) years or more	\$32,642.00

Sergeant Wage Scale

Appointment date to one (1) year	\$32,642.00
Over one (1) year	\$33,795.83

Police Officer Wage Scale April 1, 1999

Hire date up to one (1) year	\$28,465.25
One (1) year up to two (2) years	\$30,524.10
Two (2) years up to three (3) years	\$31,324.02
Three (3) years up to four (4) years	\$31,444.26
Four (4) years up to five (5) years	\$31,750.62
Five (5) years up to six (6) years	\$32,056.99
Six (6) years or more	\$33,622.00

Sergeant Wage Scale

Appointment date to one (1) year	\$33,622.00
Over one (1) year	\$34,775.83

Police Officer Wage Scale April 1, 2000

Hire date up to one (1) year	\$29,475.25
One (1) year up to two (2) years	\$31,534.10

Two (2) years up to three (3) years	\$32,334.02
Three (3) years up to four (4) years	\$32,454.26
Four (4) years up to five (5) years	\$32,760.62
Five (5) years to six (6) years	\$33,066.99
Six (6) years or more	\$34,632.00

Sergeant Wage Scale

Appointment date to one (1) year	\$34,632.00
Over one (1) year	\$35,785.83

Section 7. An employee required to use his/her personal vehicle for Police Department business shall be paid thirty cents (\$.30) per mile.

Section 8. An employee may elect, at his/her option, to receive compensatory time off in lieu of overtime. Compensatory time shall accumulate at the rate of time and one-half (1½). All use of comp time shall be at the approval of the Chief of Police.

**ARTICLE XXII
OVERTIME**

Overtime will be paid when the Chief has authorized an employee to work such overtime. Overtime will be paid at one and one-half (1½) times the regular rate of pay for any approved hours worked over eight (8) hours in one day.

Employees required to attend off-duty functions such as court appearances will be paid at straight time rate of pay. A minimum of two (2) hours pay will be allowed for local functions and four (4) hours pay for functions outside a 25 mile radius of Niles Township Hall.

**ARTICLE XXIII
WAIVER**

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

Therefore, the Board and the Association, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subjects or matters may not have been within the knowledge or

though such subjects or matters may not have been within the knowledge or contemplation of either or both Parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV DISCIPLINE

Section 1. The Employer agrees that it will not discipline an employee except for just cause.

Section 2. An employee shall be entitled to representation by an Association representative at any hearing or meeting in which the employee is in attendance and which is conducted by the Employer or Department where such hearing or meeting may reasonably lead to disciplinary action. The Employer shall notify the employee of the purpose of such hearing or meeting prior to its commencement.

Section 3. The Employer shall reduce to writing all charges or alleged violations prior to invoking disciplinary action against an employee. A copy of said charges or alleged violations shall be provided to the employee and the Association. Such charges or alleged violations shall cite the specific sections of rules and regulations or appropriate law/ordinance which the employee is alleged to have violated.

Section 4. The Labor Council representative shall be given a copy of all reports, complaints or other information filed by an employee, supervisor or any other officer or department or department head or any such complaint whomsoever, which are the basis for disciplinary action, at the time the disciplinary action is initiated.

Section 5. An employee who is disciplined, suspended or discharge shall be provided notification of such and the reasons, therefore. A copy of such notification shall be provided the Association.

Section 6. In imposing discipline on a current infraction, the Employer will not base its decision on any prior infraction which occurred more than three (3) years prior to the current infraction.

Section 7. Where an employee and/or the Association wishes to grieve such employee's suspension or discharge, a written grievance regarding same must be filed under Step 2 of the grievance procedure provided in Article 10 of the labor agreement with the Township Superintendent within ten (10) working days of the date of such suspension or discharge.

ARTICLE XXV PART-TIME EMPLOYEES

It agreed that the Employer shall be allowed to hire and use part-time employees to perform work normally done by members of the bargaining unit providing the Employer maintains a minimum of six (6) full-time patrol officers employed in the police department. Whenever there are less than