

3752

3/31/2000

CONTRACT AGREEMENT
BETWEEN
THE
TOWNSHIP OF RICHFIELD
TOWNSHIP OF RICHFIELD POLICE DEPARTMENT
AND
POLICE OFFICERS LABOR COUNCIL
APRIL 1, 1997

Richfield Township

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ARTICLE I

AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 1997, but effective on or after April 1, 1997 between the Township of Richfield, Michigan, hereinafter referred to as the Employer, and the Police Officers Labor Council, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, and to provide a peaceful and orderly means of resolving any misunderstandings which may arise and to set forth herein the basic and full agreement between the parties concerning rates of pay, hours of employment and other working conditions.

ARTICLE II

RECOGNITION

Section 1. Under the provision of Act 379 of the Public Act of 1965 of the State of Michigan, the Employer recognizes the Union as the exclusive collective bargaining representative for the employees in the defined bargaining unit for the purpose of bargaining with respect to wages, hours of employment, and other working conditions.

Section 2. The bargaining unit shall consist of all full-time and part-time patrol officers of the Richfield Township Police Department.

ARTICLE III

MANAGEMENT RIGHTS

The Township of Richfield on behalf of the Electors of Richfield Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Michigan, and it is

expressly recognized, merely by way of illustration and not by way of limitation based upon the foregoing, that such rights shall consist of the following:

1. The right of exclusive management and control of the governmental system, its property, facilities, operations, and affixers.

2. The right to hire all employees, determine their qualifications, conditions of employment, dismissal, demotions, suspension, or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees, to determine the size of the work force; to assign duties and to direct all employees; and to permit other employees of the Police Department not included in the bargaining unit to perform bargaining unit work, when in the opinion of the Township it is necessary for the conduct of the municipal service.

3. The right to determine services, supplies, and equipment; to determine all methods and means of distributing and disseminating its services, methods, scheduling, and standards of operation; to determine the means, methods, and processes of carrying on its services and duties; and to determine any changes in all the preceding, including innovative programs and practices.

4. The right to subcontract bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Police Department. All other subcontracting shall be subject to collective bargaining. The parties agree that in no event shall the Employer subcontract bargaining unit work if a member of the bargaining unit is on layoff or would be laid off as a result of such subcontracting. For purposes of this provision, intergovernmental employee transfers shall not be deemed a layoff.

5. The right to determine the number and location or relocation of its facilities.

6. The right to determine all financial practices and policies, including all accounting procedures, and all other matters pertaining to public relations of the Township of Richfield.

7. The right to determine the size of the management organization, its functions, authority, amount of supervision, and table or organization. To manage its affairs efficiently and economically, including the determination of quantity and quality of service to be rendered.

The reasonable and responsible exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Township of Richfield, the adoption of policies, rules, regulations, and practices thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent which specific expressed terms are in conformance with the Constitution and Law of the State of Michigan and the United States.

ARTICLE IV

MANAGEMENT SECURITY

Section 1. The Union agrees that during the life of this Agreement, they will not cause, encourage, participate in or support any strike or picketing against the Employer, or any slow down or the interruption of or interference with the functions of the Employer. Violation of the provisions of this section shall be grounds for disciplinary action up to and including discharge.

ARTICLE V

UNION SECURITY

Section 1. On and after the thirty first day following the beginning of employment or execution of this Agreement, whichever is later, any present or future full or part-time employees who are not members of the Union and who have not made application for membership, shall, as a condition of employment, pay to the Union, each month, a service fee equivalent to the amount of dues uniformly required of members of the Union.

Section 2. Full and part-time employees who are members of the Union shall, as a matter of course, on and after thirty-one (31) days employment, or execution date of this Agreement, whichever is later, as a condition of continued employment, pay to the Union each month the dues which have been certified to the Employer by the Treasurer of the Labor Council.

Section 3. The Employer agrees to deduct the Union fees from the second pay of the month after receiving an executed authorization form from bargaining unit employees. The amounts to be deducted shall be certified to the Employer by the Executive Director of the Labor Council. The Employer shall forward such deduction labor dues of members and agency shop fees of non-members to the Union.

Section 4. It is further agreed between the parties that in the event of litigation or claims against the Employer and/or the Union arising from this article or any prior maintenance of membership provision of an agreement between the Employer and the Union, that the Union shall defend, settle, or pay such claims or judgment arising from litigation, holding the Employer harmless.

Section 5. In the event it is subsequently determined by the Michigan Employment Relations Commission or a Court of competent jurisdiction that the Union dues or Agency Shop fees have been improperly deducted and remitted to the Union, the Union shall return such amounts to the employees so affected.

ARTICLE VI

SENIORITY

Section 1. Seniority shall not be affected by race, sex, age, or marital status.

Section 2. New employees hired shall be considered as probationary employees for the first year of their employment during which time the Employer retains the sole right to terminate such employees with or without cause and without recourse to the grievance procedure.

Section 3. The Union shall represent probationary employees for the purpose of bargaining in respect to rates of pay, hours of employment, and working conditions, provided that any discipline or discharge of a probationary employee will not be subject to the parties' grievance procedure contained herein.

Section 4. The Employer will keep the seniority list up to date and will provide the Union with a copy of said list from time to time.

Section 5. Upon satisfactory completion of the one year probationary period, seniority will commence from the first date of employment.

Section 6. Length of service is a period of continuous and unbroken employment with the Township, dating from the most recent date of full-time employment. For full time employees, the anniversary date shall be the most recent hiring date of full-time employment, except in the case of a part-time employee who becomes a full-time employee. For a part-time employee who becomes a full-time employee, his/her length of service shall be pro-rated based upon the actual number of hours worked, up to a maximum of one year of seniority for any given calendar year, and the anniversary date shall be computed based upon those hours. Therefore, such an employee may be designated an anniversary date which does not coincide with either the actual date of part-time or full-time employment.

In the event that more than one employee is hired on the same date, they shall be listed on the length of service list and have length of service according to the earliest date of the employee's most recent employment application. In the event that both applied on the same date, length of service will be determined by drawing lots in a manner determined by the Township Supervisor.

ARTICLE VII

LOSS OF SENIORITY

A full or part-time employee will lose his/her seniority if:

Section 1. The employee quits or resigns.

Section 2. The employee is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

Section 3. The employee is absent for three (3) consecutive scheduled working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost seniority and employment has been terminated.

Section 4. The employee does not return to work when recalled from layoff as set forth in the recall procedure.

Section 5. The employee fails to return at the conclusion of a sick leave or leave of absence after the expiration of the sick leave or its approved continuances or the leave of absence. This will be treated in the same manner as Section 3 above.

Section 6. The employee is continuously unemployed by the Township for a period equal to or greater than his/her length of service, but in no case less than two (2) years. If the employee does not maintain certification during this period of time, he/she shall not be eligible for re-employment until recertification is established as provided by the Employer.

Section 7. The employee retires or dies.

ARTICLE VIII

LAYOFF DEFINITION

Section 1. The word "layoff" means a reduction of the work force.

Section 2. In the event of a layoff, employees will be laid off in inverse order of their date of hire in the following order: first, probationary employees; secondly, part-time employees and finally seniority full-time employees. All layoffs shall be in inverse order of date of hire.

Section 3. Employees to be laid off for an indefinite period of time will be given at least fourteen (14) calendar days notice of layoff. The Union steward will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employee(s).

Section 4. The Chief Union Steward shall, for the purpose of layoff only, head the seniority list as set forth in Article VI provided that the Chief Union Steward is capable of performing the duties of his/her employment position.

ARTICLE IX

RECALL PROCEDURE

Section 1. When the work force is increased after a layoff, employees will be recalled according to their seniority with the last person laid off being the first person recalled.

Section 2. Notice of recall shall be sent to the employee at his/her last known address by certified mail. It shall be the employee's responsibility to notify the Employer of his/her current address.

Section 3. If an employee fails to contact the Chief of Police within three (3) days of receipt of said notice of recall, he/she shall be considered a voluntary quit.

ARTICLE X

UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than two (2) employees of the Employer and not more than one (1) non-employee representative of the Union.

Prior to any negotiation meetings between the Employer and the Union, the Union will furnish the name of all members of the bargaining committee to the Employer.

Section 2. There will be no discrimination against any employee because of his/her Union affiliation or his/her duties as a member of the bargaining committee.

Section 3. In the event that negotiation meetings are held at the time when an employee representative would normally be on duty, said employee will be paid at his/her regular rate, but for only those hours that he/she would have normally been working.

ARTICLE XI

MEETINGS

Section 1. During the term of this Agreement special meetings between the Employer and the Union may be held at any time both parties agree. Such request may specify the items to be discussed, and no other business except that set forth in the request may be discussed.

ARTICLE XII

REPRESENTATIVES

Section 1. One (1) of the two (2) employee representatives on the bargaining committee shall be designated by the Union to act as Chief Steward, the other as Alternate Steward, for the purpose of processing grievances. All other matters will be taken care of by the full bargaining committee.

Section 2. In the event that it becomes necessary for the Chief Steward or Alternate Steward to process a grievance on what would be normal duty time he/she shall be paid at his/her regular rate for that time just as though he/she were working, provided, however, such time spent must be kept at a minimum and be reasonable and no overtime shall be paid for processing a grievance.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1. A grievance under this Contract is a dispute, claim or complaint arising under and during the term of this Labor Contract. It may be filed by either the Union or an employee covered by this Agreement. Grievances are limited to matters of interpretation or application of the Contract. The term "days" under this Article shall mean Monday through Friday, excluding holidays.

Every grievance, unless otherwise stated, will proceed through the following steps:

Step I - Verbal/Chief

The grieving party will submit his/her contentions verbally to the Chief of Police within five (5) days of occurrence, or when the conditions surrounding the grievance become known to that party. The Chief of Police will have five (5) days from the date of the submission of the verbal grievance to give a verbal answer.

Step II - Written/Chief

If the grievance is not resolved in Step I, the matter will be reduced to written form and presented to the Chief of Police within five (5) days from the date the Chief's verbal response was due or given, whichever is earlier. The Chief of Police will issue a written answer within five (5) days from the date of the written grievance.

Step III - Township Supervisor

If the grievance is not resolved in Step II, it will be submitted to the Township Supervisor in written form within five (5) days from the date the Chief's written response was due or given, whichever is earlier. The Township Supervisor will respond in writing within five (5) days from the date the written grievance is submitted to the Township Supervisor.

Step IV - Mediation

If the grievance is not resolved in Step III, either party may submit the grievance within seven (7) days from the date the Township Supervisor's written response was due or given, whichever is earlier, to mediation with the Michigan Employment Relations Commission.

Step V - Arbitration

If the grievance is not resolved in Step IV, either party may request arbitration by notifying the other parties in writing, within ten (10) days from the date the Mediator certifies an impasse or the last day of mediation, whichever is later.

Accordingly, the Union and Employer agree to maintain an arbitration panel consisting of three (3) mutually agreed upon arbitrators for the purpose of hearing all grievance arbitration cases brought hereunder. Each arbitrator on the panel shall be assigned a grievance arbitration case on an alternating basis. If an arbitrator on the panel is not able to hear a grievance arbitration case as herein prescribed, the next arbitrator on the list of arbitrators shall be assigned to the case. The arbitration panel shall remain in effect for a period of six months. Either party may remove a name from the list with written notice to the other party at least ten (10) days prior to the expiration of such six month period. Any arbitrator who is removed from the arbitration panel shall be replaced by an arbitrator mutually selected by the Employer and the Union. If no notice is given, the list will continue in effect for the next six (6) months.

The rules of the American Arbitration Association shall apply. Decisions of the arbitrator shall be binding on all parties. Cost of the arbitration shall be equally divided, except each party shall bear the costs of its own legal counsel and witnesses. The arbitrator shall be limited to the application, meaning and/or interpretation of this Agreement and have no authority to add to, subtract from or amend the provisions of this Agreement.

- (A) **Pay or Wage Discrepancies**. Any award of back wages in the event of a grievance alleging a pay check or wage discrepancy shall be confined to the beginning of the pay period preceding the pay period in which the grievance was filed. Any other award of back wages made by the arbitrator shall be limited to the amount of wages the employee would otherwise have earned from his/her employment compensation or other benefits or compensation for personal services that the employee may have received during the period from any source other than supplemental benefits. (i.e., social security, personal insurance policies, etc.) at the time of the termination or suspension, limited to the amount of compensation previously earned, shall not apply.
- (B) **Exclusions From Arbitration**. The following shall not be subject to arbitration:
1. Matters respecting the provisions of any insurance coverage, except carrier financial inability to honor claims or Employer failure to maintain continuity of coverage; and
 2. Matters in which a civil remedy is pursued by the Grievant, at law or in equity, in any state or federal court, involving issues claimed or raised in the contract grievance.

Section 2. Any grievance not processed by the Employer or the Union within the applicable time limits shall be considered settled on the basis of the employer's last answer. Such untimely grievances shall not be considered or discussed, and shall not be subject to arbitration.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

Section 1. Discipline and/or discharge shall be for just cause. The concept of progressive discipline is hereby adopted to govern disciplinary action. It is agreed, however, that the Employer reserves the right to suspend or discharge for serious infractions without instituting progressive discipline. Nothing contained herein shall deprive the employee of the grievance procedure.

Section 2. The Employer shall provide the employee with charges and specifications, in writing, at the time of discipline or discharge, with copies to the Union.

Section 3. Upon request, the Employer or his designee may discuss the discipline or discharge with the employee and his/her Chief Steward or designee.

Section 4. Should the disciplined or discharged employee consider the discipline or discharge improper, the matter may be referred to the grievance procedure at Step III provided, however, that the discipline or discharge of a probationary employee is not subject to the grievance procedure.

Section 5. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously, provided that like offenses committed by the employee are exempt from this Section.

Section 6. Written reprimands for minor offenses, not resulting in disciplinary time off, shall be removed from the employee's Personnel File one (1) year subsequent to the date of such reprimand, provided that no like offense is committed by the employee during that year.

Section 7. This article shall be applicable to full-time and part-time employees.

ARTICLE XV

WAGES AND SALARIES

Section 1. Bargaining unit employees shall receive the following annual salaries and hourly wages during the term of this Agreement.

A. Full Time Employees.

<u>Contract Year</u>	<u>New Hire Rate</u>	<u>One Year Rate</u>	<u>Two Year Rate</u>	<u>Three Year Rate</u>	<u>Four Year Rate</u>	<u>5+ Years Rate</u>
4/1/97 Hourly	\$27,720.00 13.33	\$28,476.00 13.69	\$29,232.00 14.06	\$30,002.00 14.43	\$31,248.00 15.03	\$33,397.00 16.06
4/1/98 Hourly	\$28,690.00 13.80	\$29,473.00 14.17	\$30,255.00 14.55	\$31,052.00 14.93	\$32,342.00 15.59	\$34,566.00 16.62
4/1/99 Hourly	\$29,838.00 14.35	\$30,652.00 14.74	\$31,465.00 15.13	\$32,294.00 15.53	\$33,635.00 16.17	\$35,949.00 17.29

B. Part-Time Employees.

<u>Calendar Year</u>	<u>New Hire Hourly Rate</u>	<u>One Year Hourly Rate</u>
4/1/97	\$9.46	\$10.08
4/1/98	\$9.79	\$10.43
4/1/99	\$10.18	\$10.85

Section 2. The parties agree that the Employer may hire a police officer with prior police experience and pay the officer at the one (1) year rate. The employee will be on probation during the first year of employment. After the employee has completed his/her first year, the employee will advance to the second year rate. Each year thereafter the employee will advance year by year until the employee is at the top of the scale. This provision shall not affect the employee's seniority for purposes of retirement, vacation, or for lay-off and recall.

Section 3. A regular work day for regular full-time employees of the Richfield Township Police Department shall consist of eight (8) work hours. A regular work period shall consist of eighty (80) work hours in a fourteen (14) day period, based on 2080 work hours per year.

Section 4. All hours worked in excess of eight (8) hours in a work day and eighty (80) hours in a two week period shall be considered overtime and shall be paid at one and one half (11/2) times the employee's rate of pay. Overtime must be approved by the Chief of Police or his designee. Denial of overtime shall be in writing to the employee(s) involved.

Section 5. Time spent for Department-mandated training will be paid at straight time rates with any resulting overtime to be paid at time and one-half (1½) for all hours in attendance beyond an employee's scheduled shift.

Section 6. Employees shall be paid on a bi-weekly basis. For first shift employees, checks will be distributed on Thursday. Second and third shift employees will receive their paychecks during their regular shift on Wednesday night.

Section 7. Overtime, other than regularly scheduled overtime, shall be offered to full time employees, then to part-time employees. In the event that an employee calls in sick, a part-time employee may be scheduled for that specific time. If a part-time employee is unavailable, the employer will schedule a full time employee for that specific time. If no full time employees are available to be scheduled, the employer may use a non-bargaining unit employee to fill the specific time..

Section 8: The work schedule shall allow for employees to work ten (10) days and have four (4) consecutive days off, within a fourteen (14) day period. This schedule may vary when necessary for training or to operate the Department.

ARTICLE XVI

COURT TIME AND CALL IN TIME

Section 1. Employees who are required to appear in court, implied consent hearings, or depositions at a time they are not scheduled to work shall be paid one and one half (1 1/2) times their regular hourly rate for a minimum of:

Davison District ----- 2 hours

All other -----3 hours

Part-time employees shall be paid their normal hourly rate for time spent in court hearings or depositions.

Section 2. Employees who are called to work at a time they are not regularly scheduled, shall be paid one and one half (1 1/2) times their regular rate, for a minimum of three (3) hours.

ARTICLE XVII

HOLIDAYS AND HOLIDAY PAY

Section 1. The following days are designated Holidays. For the purpose of this Article these Holidays shall be recognized on their traditional date.

- | | |
|---------------------|---------------------|
| 1. New Years Day | 5. Labor Day |
| 2. Easter | 6. Thanksgiving Day |
| 3. Memorial Day | 7. Christmas Day |
| 4. Independence Day | |

Section 2. Full-time employees shall be paid eight (8) hours straight time for each of the specified Holidays. Payment shall be made in the pay period which the Holiday falls.

Section 3. If a full-time employee is required to work on a specified Holiday, he/she shall receive time and one-half (1 1/2) pay for all hours worked in addition to Section 2 above. Payment shall be made in the pay period which the Holiday falls.

Section 4. If a part time employee is required to work on a specified holiday, he/she shall receive time and one half (1 1/2) pay for all hours worked on such holiday.

ARTICLE XVIII

VACATIONS

Section 1. All bargaining unit full-time employees will earn paid vacations as follows:

1 year of service, but less than 3 years -- 56 hours

3 years of service, but less than 5 years -- 96 hours

5 years of service, but less than 11 years -- 136 hours

11 years of service and over -- 176 hours

After completing his/her probation period, an employee earns his/her vacation entitlement on April 1 of each year.

Section 2. Vacation time may not be carried over, however, in the event the employee was scheduled and entitled to receive a paid vacation and is unable to take the vacation because of scheduling requirements through no fault of the employee, the Township agrees to allow the employee to carry over to the following year the unused scheduled vacation.

Section 3. If an employee wants to take less than the full amount of vacation to which he/she is entitled, he/she will get paid for any unused hours at the end of the Township fiscal year.

Section 4: Seniority will govern the choice of vacation subject to reasonable scheduling requirements of the Richfield Township Police Department. Requests for vacation time to be used in January, February, March and April must be submitted to the Chief of Police by December 1 of the prior year; requests for May, June, July and August must be submitted by April 1; and requests for September, October, November and December must be submitted by August 1.

Section 5. In the event an employee becomes injured or ill prior to the taking of his/her vacation or during a scheduled vacation and is under the care of a licensed physician, the employee's vacation will be scheduled for later in the year. In the event the incapacity continues through the entire year, the employee will be allowed to carry over the unused vacation into the following year.

Section 6. If a regular pay day falls during an employee's vacation, he/she may receive that pay check in advance before going on vacation.

Section 7. Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this agreement.

Section 8. If an employee resigns or upon death, the employee or his estate shall be paid all unused vacation days at his/her regular rate of pay.

Section 9. If a holiday falls during an employee's scheduled vacation, he/she shall be paid for the holiday and the day will not be charged as a vacation day.

ARTICLE XIX

BEREAVEMENT LEAVES

If there is a death in a full-time employee's immediate family, the employee shall be granted a leave of absence with pay. This leave of absence shall be three (3) working days unless a longer period is granted by either the Chief of Police or Township Supervisor. For the purpose of this Section, immediate family is defined as the employee's: spouse, children, parents, brother, sister, in-laws, grandparents, grandchildren, step parents, step children, aunt, uncle, niece, and nephew. Depending upon the relationship, other individuals outside the immediate family may be included with the approval of the Township Supervisor. If the Supervisor cannot be reached within a reasonable length of time, the Chief of Police may grant the necessary approval.

It should be noted that most bereavement leaves are to be considered as three (3) days. Longer leaves are reserved for unusual circumstances, e.g., the funeral is out of state, etc.

ARTICLE XX

PERSONAL LEAVES

Section 1. Personal Leave: All full-time employees will be allowed five (5) personal days each year, which shall be granted at the beginning of each fiscal year. Employees shall be required to request personal leave time at least twenty-four (24) hours in advance, and personal leaves shall not be taken without the prior approval of the Chief of Police, which approval shall not be unreasonably withheld.

Section 2. The use of paid personal leave time may not be requested in increments of less than eight (8) hours.

Section 3. Personal leave time may not be carried over into the next fiscal year.

ARTICLE XXI

EDUCATION

Section 1. Employees who possess a college degree in criminal justice or other police related curriculum shall receive additional compensation as follows:

Bachelor's Degree - 2% of base pay;

Master's Degree - 4% of base pay.

Section 2: If an employee, upon approval of the Chief or his designee, takes courses necessary to maintain certification and/or attends necessary seminars, the Township agrees to pay for such courses and/or seminars. Tuition and books will be covered.

The Township may reimburse an employee for a course taken at an accredited college or university if such course is taken while the employee is employed by the Township. If the course is

related to the employee's work and if it is felt that such attendance will enhance the employee's ability to carry out his/her job duties, and if the employee demonstrates that he/she has completed the course and has received a passing grade. Approval for such reimbursement must be granted by the Township Board prior to the beginning of the course. Requests shall be forwarded to the Township Supervisor, through the Chief of Police or his designee.

Section 3: An employee may be granted reimbursement for reasonable, elective classes that may be required to complete a degree.

Section 4: If the Township reimburses an employee for courses taken at an accredited college or university and a degree in criminal justice or other police-related curriculum is obtained, the employee shall not be eligible to receive additional compensation as provided for in Section 1 of this Article for a period of two (2) years following receipt of such degree.

ARTICLE XXII

INSURANCE PLANS

Section 1: The employer shall pay the cost of the group health insurance plan that is currently in effect for all full time employees who desire such coverage. The employer shall also have the right to substitute the group health insurance coverage with a medical and hospitalization plan provided by any other health insurance carrier or health maintenance organization; provided, that such substitute medical and hospitalization insurance coverage is comparable to that currently provided under the employer's existing group health insurance plan. Effective April 1, 1997, the employer shall provide and pay the premium for an optical insurance plan for all bargaining unit employees. Effective April 1, 1998, the employer shall pay the premium for bargaining unit employees and their spouse and children.

Section 2: Life Insurance: The employer shall purchase and pay the premium on a life insurance policy, with a double indemnity clause for each full time employee, in the following amounts for the following years:

4-1-96 through 3-31-98	\$40,000.00
4-1-98 through 3-31-99	\$45,000.00
4-1-99 through 3-31-00	\$50,000.00

Section 3. Dental Insurance: The Employer will provide full-time bargaining unit employees with a dental insurance plan. Such plan shall be consistent with the terms of the Delta dental insurance plan currently provided. Effective April 1, 1996, this dental insurance coverage will be extended to include the spouse and dependent children of such full time bargaining unit employees to the full extent of family coverage under such insurance plan.

Section 4: Sickness and Accident Insurance: In any instance where a full time employee is unable to work his/her assigned shift due to illness or other physical incapacity, not related to an on-the-job injury, such employee will nevertheless be entitled to compensation as follows:

- (a) for the first (1st) through fourteenth (14th) day of such illness, the employee shall receive one hundred (100%) percent of his/her compensation (subject to normal deductions);
- (b) beyond the fifteenth (15th) day of such illness, the employee shall receive sick and disability benefits as provided by the employer's sickness and accident insurance policy, which shall equal sixty (60%) percent of his/her compensation for a period of sixty (60) months;
- (c) for the fifteenth (15th) through sixtieth (60th) day of such illness, the employee shall receive supplemental compensation in an amount which is equal to the difference between the sickness and accident benefits and seventy-five (75%) percent of his/her compensation (subject to normal deductions);
- (d) for the sixty-first (61st) through ninetieth (90th) day of such illness, the employee shall receive an amount which is equal to the difference between the sickness and accident benefits and sixty-six (66%) percent of his/her compensation (subject to normal deductions);

- (e) beyond the ninetieth (90th) day of such illness, the employee shall receive sick and disability benefits only, as provided by the employer's sickness and accident insurance policy which shall equal sixty (60%) percent of his/her compensation for the remainder of the sixty (60) months.

There shall be at least a two (2) week working period interval between sick leaves. Sick leave periods that are separated by less than a two (2) week working period shall be deemed due to the same illness and shall constitute one (1) period, unless demonstrably unrelated to the prior illness or injury.

Any instance where a full time employee is unable to work his/her assigned shift due to illness or other physical incapacity not related to an on-the-job injury, the employer will, during such time as the employee is unable to work his/her assigned shift, continue in effect the group health insurance provided for in Section 1 of this Article XXII.

Beginning with the fifteenth (15th) day of such illness, the employer will continue to pay such employee sixty (60%) percent of his/her compensation until such time as the employee receives his/her first check from the employer's sickness and accident insurance carrier. Upon receiving the first check from the employer's sickness and accident insurer, the employee will reimburse the employer for the amount paid by the employer for the period from and after the fifteenth (15th) day of such sickness. If the employee fails to so reimburse the employer, the employer may deduct the amount of such reimbursement from any future sums which may become owed to the employee by the employer, but this remedy shall not preclude the employer from pursuing any other remedy it may have in law or equity to cover the amount of such reimbursement.

Section 5. In the event of sickness a doctor's certificate may be required indicating the employee has been under his care and is unable to resume working. Further, an employee who is off work for sickness is to contact his immediate supervisor daily and/or advise the supervisor of the type of illness and expected length of absence. The employer has the right to require an employee who is

off work for five (5) or more consecutive days for sickness to be examined by a physician selected by the Employer. Such examination shall be at no cost to the employee.

ARTICLE XXIII

RETIREMENT

Section 1. Commencing on April 1, 1995, the employer will provide retirement benefits through MERS Plan B-3, F55/25, V-6, and the employer and employee contributions for such retirement plan shall be as follows: From April 1, 1996 through March 31, 1997, the employee contributions shall be 3% of the annual base salary and the employer's contribution shall be the difference between said 3% and the amount required by MERS to adequately fund the defined benefits plan. Commencing on April 1, 1999 the employer shall provide MERS Plan B-4, F55/25, V-6. Employees will contribute 3% of base salary and any cost increase between the MERS Plan B-3, F55/25, V-6 and MERS Plan B-4, F55/25, V-6.

Section 2. All members of the bargaining unit shall, as of the date of signing this agreement, forfeit any banked sick days which they may have to their credit and, in consideration therefor, the employer shall pay to the MERS plan upon signing up with said plan a sum equal to the total number of hours in such forfeited sick days times the hourly rate in effect on March 31, 1994, for all of such hours. In addition the parties agree that any contributions and earnings thereon accumulated in any retirement plan for the benefit of the members of the bargaining unit as of April 1, 1995 shall be rolled over into the MERS plan and the Employer and each member of the bargaining unit shall execute any document necessary to effect such rollover.

ARTICLE XXIV

UNIFORMS

Section 1. The employer shall provide for the repair, cleaning and supplying of uniforms for all full and part-time employees. The Township shall pay, upon proper sales receipt shown to the Township, a boot/shoe allowance of One Hundred (\$100.00) Dollars per contract year for all full time bargaining unit employees.

ARTICLE XXV

EXISTING TERMS AND CONDITIONS OF EMPLOYMENT

In the event that the Employer should unilaterally change or modify any term or condition of employment not otherwise modified by the terms of this Agreement, the Union or the employee shall have the right to file a grievance which shall be subject to the contract grievance provisions contained in this Agreement.

ARTICLE XXVI

REPLACEMENT OF DAMAGED OR DESTROYED PERSONAL PROPERTY

Section 1. The Employer agrees to repair or replace any damaged or destroyed personal property of a full-time or part-time officer, provided that such damage or loss was incurred in the line of duty. The Employer agrees to repair or replace damaged jewelry to a maximum of \$50.00.

Section 2. The burden of proof of such damage must be carried by the officer. Each occurrence will stand on its own merit. Cost of replacement or repairs will be audited and approved by the Chief of Police.

ARTICLE XXVII

WORKER'S COMPENSATION

Section 1. Each employee shall be covered by applicable Michigan Worker's Compensation Laws, as amended from time to time. Any employee who becomes injured during the performance of the employee's duties shall report the injury on forms provided by the Employer within twenty-four (24) hours.

Section 2. The Employer agrees to supplement Worker's Compensation benefits paid to a full-time employee for a period of twenty-six (26) weeks. This Supplemental Compensation 24 will equal 80% of the employee's normal net take home pay minus the amount he/she received from Worker's Compensation. The employee shall endorse his/her Worker's Compensation check to the Employer in order to receive the supplemental check.

Section 3. Supplemental Compensation shall be continued for a maximum of twenty-six (26) weeks after which time any request for an extension shall be referred to the Township Supervisor for review and decision.

Section 4. Until such time Worker's Compensation applies, the Township shall pay the employee 80% of his/her net take home pay.

Section 5. The Employer agrees to continue all insurance and other benefits during the period of time the employee is disabled.

Section 6. In the event an employee dies as a result of an illness or injury sustained while on duty, the employer will continue the group health insurance benefits provided for in Article XXII, Section 1, for such employee's spouse and dependent children until such time that other health insurance benefits are available to said spouse or dependent children from another source, or the employee's spouse remarries.

ARTICLE XXVIII

LIGHT DUTY AND DISABILITY

Should an employee covered by this Agreement become temporarily physically handicapped to the extent that the employee cannot perform his/her regular position, the Chief of Police or Township Supervisor shall make every effort to place the employee in a position he/she is physically able to perform.

ARTICLE XXIX

VALIDITY

Section 1. In the event that any section or article of this Agreement shall be declared invalid or illegal, such declaration shall in no way affect the validity or legality of the other sections or articles.

ARTICLE XXX

USE OF PART-TIME OFFICERS

The Employer agrees that the use of part-time officers will be kept to a minimum and every effort will be made not to affect the existing regular full-time officer's schedule.

ARTICLE XXXI

DUTY RELATED LEGAL ACTION

Section 1. Whenever any claim is made, or any civil action is commenced, against a full-time or part-time employee for actions taken by the employee in the performance of his/her duties and while in the course of his/her employment and while acting within the scope of their authority, the Township shall provide and furnish appropriate legal representation.

Section 2. The Employer may compromise, settle, and pay such claim before or after the commencement of any civil action. Whenever any judgment for damages is awarded against the

employee as a result of any civil action for personal injuries or property damage caused by the employee while within the course of his/her employment and while acting within the scope of his/her authority, the Employer will indemnify the officer, and pay, settle, or compromise the judgment. Provided, that exempt from application of this provision is any conduct or action of an officer who is under the influence of intoxicants and illegal drugs. The Employer will make the selection of the attorney or attorneys to represent officers in any particular matter.

ARTICLE XXXII

LONGEVITY PAY

Beginning with the second (2nd) regular paycheck of March 1998 and each year thereafter, longevity pay will be paid to employees having completed the following years of service by March 31:

2 years of service	\$400.00
3 and 4 years of service	\$500.00
5 through 7 years of service	\$600.00
8 and 9 years of service	\$800.00
10 and more years of service	\$1,200.00

ARTICLE XXXIII

PROMOTIONAL PROCEDURES

Section 1: The employer and the Union shall meet and negotiate a promotional procedure no later than September 30, 1999.

ARTICLE XXXIV

DURATION

This Agreement shall be effective on and after April 1, 1997, unless provided otherwise herein, and continue in full force and effect through March 31, 2000.

This Agreement shall be automatically renewed from year to year unless either party shall notify the other, in writing, and not less than sixty (60) days prior to its expiration, their desire to modify, alter or terminate the Agreement upon its expiration.

This Agreement shall remain in full and be effective during negotiations between the parties prior to the date of expiration of this existing agreement, provided, however, the existing agreement may be extended beyond its expiration date upon a mutual agreement, in writing, of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this 12th day of

August, A.D. 1997.

TOWNSHIP OF RICHFIELD

Patricia F. Glason
Dennis J. Montague
Sam Jacques
Virginia Spencer
Lisa Holmes

LABOR COUNCIL MICHIGAN

~~FRATERNAL ORDER OF POLICE~~

POLICE OFFICERS LABOR COUNCIL

Ray W. Geel
Paula J. Jare
Larry D. Higgins

