

12/31/2000

4414

LABOR AGREEMENT

In Effect Between

THE CHARTER TOWNSHIP OF BRIDGEPORT, MICHIGAN

AND

POLICE OFFICERS LABOR COUNCIL

Effective During Period

January 1, 1998 through December 31, 2000

Bridgeport Township

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AGREEMENT

This Agreement is made and entered into this 1st day of January, 1998, by and between the Charter Township of Bridgeport, Saginaw County, State of Michigan, with offices located at 6206 Dixie Highway, Bridgeport, Michigan, hereinafter referred to as the "Township" and/or "Employer", and the Police Officers Labor Council, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of all employees in the unit described as follows: all full time patrol officers and clerk/dispatcher of the Bridgeport Township Police Department, excluding all other employees of Bridgeport Township.

ARTICLE 2 NONDISCRIMINATION

There shall be no discrimination under any circumstances because of race, creed, color, sex, political beliefs, marital status or natural origin; provided, however, the parties are desirous of having a single response to claims arising under this Section and hereby agrees this Section shall not be the origin of a grievance but that all such matters may be referred by the Union to the appropriate administrative agency charged with statutory authority to administer the relevant civil rights statutes.

ARTICLE 3 GENDER

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

ARTICLE 4 REPRESENTATION

Section 1. The Employer agrees to recognize a Union bargaining committee of three (3), of which no more than one (1) will be an employee of the Police Department and no more than two (2) will be representatives of the Labor Council. The Union will furnish the name of the Employee Representative to the Employer in writing.

Section 2. In addition to the Employee Representative as provided under Section 1 above, the Employer recognizes the right of the Union to designate from among employees in the bargaining unit one (1) Steward for the purpose of processing grievances with the Employer, and one (1) Alternate Steward to act in the absence of the Steward. Within thirty (30) days of any changes, the Union will notify the Employer of the names of the Steward and the Alternate Steward in writing.

Section 3. The Steward may not process a grievance during his normal duty hours without prior approval of the Chief of Police. However, such time spent must be kept at a minimum and be reasonable.

Section 4. The Employee Representative and/or the Steward will not suffer a loss of pay for time missed from the regular work day spent in processing grievances when Township Representatives are present in the case of the Steward, or, in the case of the Employee Representative on the bargaining committee, time spent in contract negotiations when Township Representatives are present. Payment for such time is subject to the following:

1. On the day of contract negotiations, the Employee Representative will be considered as working the shift during which the negotiations take place, provided he was otherwise scheduled to work on such day; and
2. If otherwise scheduled to work on such day, the Township can switch the Employee Representative's shift on such day so that his shift would be scheduled during the hours of negotiations.
3. Time spent by the Employee Representative in negotiations with the Township Representatives shall be deducted from the regular work day, and the officer can be required to work the balance of such day to complete the shift in accordance with the other provisions of this Section.

Section 5. Non-employee representatives of the Union will be granted admittance to the department for proper Union business, provided said representatives notify the Chief of Police in advance. In no event shall said representatives interfere with the normal operations of the department.

ARTICLE 5 NON-INTERFERENCE

The Employer will not interfere with or discriminate against any bargaining unit employee who engages in any lawful union activity authorized by the Union, nor will it aid, promote or finance any labor group or organization for the purpose of undermining the Union.

ARTICLE 6. AGENCY SHOP

Section 1. The "representation fee", as used herein, is that amount of money which is determined by the Union from time to time and which is uniformly levied on all bargaining unit employees.

Section 2. 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 membership in the Union or pay a representation fee.

Section 3. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or to pay the representation fee to the Union commencing thirty (30) days after this Agreement becomes effective or is signed, whichever is the later date.

Section 4. Employees shall be deemed to be in compliance with this Article if they are not more than thirty (30) days in arrears for membership dues or representation fees.

ARTICLE 7 DUES CHECKOFF

Section 1. The Union shall obtain from each of the employees represented a completed authorization form in the form as reproduced under Section 3 below of this Article.

Section 2. The Employer shall only checkoff obligations which come due at the time of checkoff and will make check off deductions from the pay for the second (2nd) payroll period of the month only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refunds to employees if they have duplicated a checkoff deduction by direct payment to the Union.

Section 3. The Union shall exclusively use the checkoff authorization as herein provided for:

DUES CHECKOFF CARD			
I hereby request and authorize to be deducted from my wages hereafter earned while in your employ a labor representation fee of \$ per month, or an amount authorized in writing by our local unit President and/or Treasurer to the Treasurer of the Local Unit of Government.			
The amount deducted for the labor fee shall be paid to the Police Officers Labor Council, located at 667 E. Big Beaver, Suite 205, Troy, Michigan 48083-1413.			
(Print)	Last Name	First Name	Middle Initial
	Address	City	State
			Zip
Social Security Number	Signature	Date	

The written authorization shall remain in full force and effect until the termination of this Agreement or until revoked in writing by the employee.

Section 4. Deduction amounts for dues shall not be subject to change except for one (1) adjustment each contract year by the Union upon providing thirty (30) days written notice of such change.

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 or representation 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 deductions so made once they have been sent to the Union.

Section 6. The Employer agrees to Dues and/or representation fees checkoff as provided under this Article without charge to the Union or the employee.

ARTICLE 8 MANAGEMENT'S RIGHTS

The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, the Township Charter, Township Ordinances and Resolutions and/or any modifications made thereto; further, all rights which ordinarily vest in and are exercised by Employers are reserved to and remain vested in the Township. Such powers, rights, authority, duties, responsibilities and Employer rights include, but are not necessarily limited to, those as listed below in this Article, and are the sole right of the Township to exercise subject only to clear and express restrictions governing the exercising of such by the Township as are expressly provided in this Agreement.

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered; the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation.
- 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.
- C. To subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities, and bargaining unit work when an immediate and unforeseen emergency places demands which exceed the manpower capability of the Police Department; however, all other subcontracting of work recognized as bargaining unit work shall be the object of collective bargaining.
- D. To determine the number, location and type of facilities and installations.
- E. To determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement.
- F. To hire, assign and layoff employees, to reduce and/or to increase the hours in the work week and/or the work day.
- G. To permit persons who are not in the bargaining unit to perform bargaining unit work on weekends, and in place of officers who are on vacation leave, and for officers who have been, or who are expected to be absent from work for any other reason for two (2) or more consecutive scheduled days.
- H. To direct the work force, assign work and determine the number of employees assigned to operations.
- I. To establish, change, combine or discontinue job classifications, and prescribe and assign job duties, content and classifications; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s) and the establishment of wage rates for any new or changed classification(s) shall be the object(s) of collective bargaining.
- J. To determine lunch, rest periods, clean up times, starting and quitting time.
- K. To discipline and discharge employees for just cause.

- L. To transfer, promote, demote employees from one classification, department or shift to another.
- M. To select employees for promotion or transfer to supervisory or other positions and determine the qualifications and competency of employees to perform available work.
- N. To establish work schedules and to place them into effect, including the right to determine the number of hours to be worked per day and/or per week, and the days of the week on which work will be performed.
- O. To adopt, revise and enforce general conditions of employment not provided for in this Agreement, including, but not necessarily limited to, Departmental Orders, Departmental Regulations and Policies, and to carry out costs and general improvement programs.

The Union agrees that its rights and those of the employees covered by this Agreement are as specifically provided in this Agreement; that all rights not specifically provided in this Agreement for the Union and/or the employees covered hereby remain vested with the Township.

ARTICLE 9 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 employee(s) arising after the execution date of this Agreement in respect to rates of pay, hours of employment or other conditions of employment and/or the interpretation, application, claim, breach or violation of this Agreement, and/or disputes arising out of the application of rules, regulations, directives, of the Police Department and/or the Township of Bridgeport.

Section 2. All grievances shall be in writing and shall include the time, date(s), the names of employees and/or other persons involved, if any, and the specific contract article and section which it is alleged has been violated; or, in the case of a dispute arising out of the Employer's application of its rules, regulations, orders and/or directives a statement relating how such application gave rise to the dispute.

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 employee should have reasonably known he had grounds for a grievance.

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

The Chief shall give his written answer within three (3) days after receipt of the grievance.

Step 2: If the Chief's answer in Step 1 is unsatisfactory, the grievant and the Union may, within five (5) days from receipt of the Chief's answer, appeal the matter to the Township Manager in writing.

The Township Manager, or his/her designated representative, shall, within ten (10) days of the receipt of the written appeal, schedule a meeting to hear the dispute. This meeting will be held with the grievant, the Steward and/or representatives of the Union, the Township Manager and/or his designated representative.

The Township Manager shall provide a written response to the grievance within ten (10) days from the date the meeting was held. A copy of the response shall be provided to the grievant and the Union.

Step 3: If the Manager's answer is unsatisfactory, the Union may request arbitration. Said request shall be filed with the *Federal Mediation and Conciliation Service (F.M.C.S.)* within twenty (20) days from the date the answer was received. The selection of the arbitrator shall be according to the rules and regulations of the *F.M.C.S.* There shall be no appeal from the arbitrator's decision which shall be final and binding upon the Township, the Union and the employee. The cost of the arbitrator's services and expenses shall be shared equally by the Township and the Union.

Section 3. The arbitrator shall have no power to amend, add to, alter, ignore, change or modify the provisions of this Agreement, or any written supplementary agreement and letters and memorandums of understanding appended to this Agreement, or to make any decisions contrary to, or inconsistent with, or varying in any way, the terms of this Agreement, 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 remedy he considers appropriate to the circumstance, but the decision of the arbitrator in the case before him shall not require a retroactive wage settlement in another case except by express agreement of the parties; nor shall his decision grant him right of relief for any period of time whatsoever prior to the execution date of this Agreement.

Section 4. A grievance which has not been settled at any Step of the grievance procedure and is not appealed by the Union to the next succeeding step in the time limit provided for appeal shall be considered to have been withdrawn. Conversely, if an answer in writing is not presented to the Union where required within the prescribed time limit, then the matter shall be deemed to have been settled in the Union's favor.

Section 5. Any time limit outlined in this procedure may be extended and/or waived if mutually agreed to by the parties.

Section 6. For the purpose of this *Article*, the term days shall refer to Monday through Friday, exclusive of holidays.

ARTICLE 10 DISCIPLINE

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

Section 2. An employee shall be entitled to representation by a Union 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 a 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 Union. 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* (Union) 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 complainant whomsoever, which are the basis for disciplinary action, at the time the disciplinary action is initiated.

Section 5. An employee who has been suspended or discharged shall be given a reasonable opportunity to consult with his Union representative before he is required to leave the premises.

Section 6. An employee who is disciplined, suspended or discharged shall be provided notification of such and the reasons for the action taken. A copy of such notification shall be provided to the Union.

Section 7. In imposing discipline on a current charge, the Employer will not base his decision on any prior infraction which occurred more than one (1) year previously; provided however, if subsequent disciplinary action or actions is/are issued for the same infraction as a previous infraction and the effective period of that previous discipline is still in effect, then the active period of the previous disciplinary action or actions that are still in effect shall continue to be in effect during the one (1) year effective period of the subsequent disciplinary action infraction or infractions.

Section 8. Where an employee and/or the Union 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 9* of this Labor Agreement with the Township Manager within ten (10) working days of the date of such suspension or discharge.

ARTICLE 11 SENIORITY

Section 1. Seniority is defined as the length of continuous service with the Employer within the bargaining unit commencing from the last date of hire.

Section 2. All full-time employees shall serve a probationary period of twelve (12) months uninterrupted by any type of service break.

Section 3. 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 any recourse to the grievance procedure.

ARTICLE 12 LOSS OF SENIORITY

An employee's seniority and employment shall terminate if:

- A. The employee quits; or
- B. The employee is discharged and the discharge is not reversed through appeal; or
- C. The employee fails to return to work within fourteen (14) calendar days after receipt of the Employer's notice of recall by certified mail to the employee's last known address; or
- D. The employee is absent from work for three (3) consecutive working days without advising the Employer and/or without reporting for work unless he has a reason acceptable to the Employer for not so notifying and/or reporting; or
- E. The employee overstays a leave of absence without advising the Employer of a reason acceptable to the Employer for such overstay; or
- F. The employee provides a false reason for 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 retires; or
- I. If laid off for a period of two (2) years or for a period of time equal to his seniority, whichever is the least amount of time.

ARTICLE 13 LAYOFF AND RECALL

Section 1. A layoff shall be defined as a reduction in the number of employees in the bargaining unit covered by this Labor Agreement. In the event of a layoff, the number of employees within the affected job classifications shall be laid off in ascending order of seniority; however, probationary employees shall be laid off prior to the layoff of any seniority employee in the affected classification. Laid off full time seniority employees will be given the opportunity to accept part time employment, but as such, shall not be subject to this Agreement.

Section 2. Employees to be laid off shall be given a seven (7) calendar day notice in writing.

Section 3. When laid off employees are to be reemployed, those employees having the highest seniority within their job classification shall be re-employed first, and so on progressively through the job classification.

Section 4. The Employer shall provide the Union with a copy of the seniority list once a year or at other times when there are changes thereto.

ARTICLE 14 WORK RULES

The Employer reserves the right to publish, amend, modify or delete work rules governing work related behavior of the employees covered hereby. Such rules shall not alter, change or modify the expressed and specific provisions of this Labor Agreement. The Union reserves the right to grieve the reasonableness of any work rules. Within sixty (60) days of the execution date of this Agreement, the Employer agrees to furnish to the Union a written copy of all then existing work rules. The Employer shall furnish to the Union notice of any newly adopted, amended, modified or deleted work rules.

ARTICLE 15 TEMPORARY ASSIGNMENTS

An employee assigned by the Employer to perform the job and all duties of a higher ranking officer shall be paid at the rate of pay applicable to the position involved.

ARTICLE 16 LEAVES OF ABSENCE

Section 1. Military leave will be granted in accordance with State and Federal laws. An eligible employee shall receive the difference between military pay and straight time for all time lost from work when required to perform reserve or National Guard duty on submission of his military pay voucher for up to fourteen (14) days per calendar year.

Section 2. An injured or sick employee shall be carried on a leave of absence for a period equal to his length of seniority, but not to exceed two (2) years.

Section 3. Personal leaves of absence without pay and without benefits may be granted by the Township Manager subject to the following:

- A. Requests for personal leaves must be in writing and submitted to the Department Head.
- B. Personal leaves shall not exceed sixty (60) days but an extension for an additional thirty (30) days may be granted.
- C. Seniority shall not accumulate during any personal leave.
- D. Personal leaves will not be granted for the purpose of obtaining and/or working in other employment, unless such employment is for Union business.

Section 4. Maternity leaves will be granted in accordance with applicable Federal law. An employee who is granted a maternity leave cannot return to work until a medical statement verifying the employee's physical ability to do so.

Section 5. All requests for leaves shall be made in writing and shall state the reason for the request. The granting of a leave of absence shall also be in writing and signed by the employee's department head.

Section 6. Notification Concerning Illness. An employee who finds it necessary to be absent from work due to illness or injury shall notify the Department in accordance with established notifying procedures not less than one (1) hour prior to the beginning of the shift which the employee was scheduled to have reported on.

Section 7. Required Certification of Disability. The Employer may require certification attesting to an employee's physical ability to return to his/her job, and to perform same where the employee has been unable to work due to illness and/or injury. However, in the case of possible abuse of sick leave by the employee, the Employer may require proof from the employee of any claimed sickness and/or injury.

ARTICLE 17

OCCUPATIONAL DISABILITY

Section 1. An employee covered by this Agreement who becomes incapacitated and unable to perform his regular duties due to an injury or illness sustained while on duty shall be entitled to the following fringe benefits provided in this Agreement, excluding wages, during his first ninety (90) calendar days of absence from work. Such fringe benefits are:

1. Holiday pay.
2. Vacation leave accrual.
3. Personal leave accrual.
4. Employer paid Health Insurance, Life and Accidental Death and Dismemberment Insurance.

Section 2. Under the circumstances described above in *Section 1*, an employee may wait until his 91st calendar day of absence before exercising the provisions of *sub-section B* of *Section 4* of *Article 16* of this Agreement.

ARTICLE 18

FUNERAL LEAVE

Section 1. An employee shall receive his regular pay for up to three (3) days lost from work on his regularly scheduled work days for the purpose of taking care of matters associated with the death and to attend the funeral, during the period commencing with the day of the death and ending with the day after the funeral, in the event of the death of that employee's current spouse residing with the employee and/or that employee's blood related children, legally adopted children, mother, father, stepmother and/or stepfather.

Section 2. During the period from the date of death up to and including the day of the funeral, an employee shall receive his regular pay for up to two (2) days lost from work on his regularly scheduled work days in the event of the death of that employee's sister, brother, the mother of the employee's current spouse where the spouse resides with the employee, and/or the father of the employee's current spouse where the spouse is residing with the employee. The employee must attend the funeral to be eligible to receive this pay.

Section 3. An employee who is otherwise scheduled to work on the day of the funeral in the event of the death of such employee's grandmother or grandfather shall receive pay for that day if the employee is absent on that day and attends the funeral.

Section 4. The Department Head may grant additional time off without pay in conjunction with the above.

ARTICLE 19 HOLIDAYS

Section 1. Holiday Pay. Effective during the term of this labor agreement and beginning January 2, 1998, regular full time employees will receive eight (8) hours holiday pay for the following holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday afternoon (four (4) hours' pay), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day. For sworn employees, the holiday will be the actual calendar date and day that the holiday falls upon. For non-sworn employees, these holidays shall be celebrated on the same day as the Township's general administrative office celebrates them.

Section 2. When a holiday falls within an employee's scheduled vacation, or while he/she is off work as the result of a Worker's Compensation connected disability and is receiving Worker's Compensation during the first ninety (90) days of being off work, the employee shall receive compensation for that day as a holiday and shall not be charged for such day as a vacation day, nor shall his/her Worker's Compensation pay, if applicable, be affected thereby.

Section 3. If an employee works on a holiday designated under *Section 1* above, or on the day celebrated in lieu thereof, he/she shall receive time and one-half (1½) for all hours worked in addition to the holiday pay.

Section 4 Idle Holiday pay under the provisions of this *Article* shall not be considered as time worked for the purposes of calculating daily or weekly overtime premium pay.

ARTICLE 20 PERSONAL LEAVE HOURS

Section 1. Employees with Seniority as of January 1, 1995. As of January 1, 1995, a Personal Leave Bank will be opened for each Employee with seniority as of December 31, 1994 and it shall be credited with seventy-two (72) hours of personal leave.

A. As of January 1, 1996, and as of each January 1st thereafter, each regular full time seniority employee with Seniority as of December 31, 1994 shall have his/her Personal Leave Bank credited with personal leave hours on the basis of one (1) hour of personal leave for each full 34 hours of straight time pay paid to him/her during the immediately preceding calendar year up to a maximum of 56 personal leave hours being credited at the time.

Section 2. Full Time Employees Hired on or After January 1, 1995. When a full time employee who is hired on or after January 1, 1995 completes his/her first (1st) six (6) months of active service, his/her Personal Leave Bank shall be credited with personal leave on the basis of one (1) hour personal leave time for each full 34 hours of straight time pay paid to him/her during said first six (6) months of service, up to a maximum of 28 personal leave hours being credited at the time.

A. After completion of his/her second six (6) months of full time active service, the employee's Personal Leave Bank shall be credited with additional personal leave hours on the basis of one (1) hour personal leave time for each full 34 hours of straight time

pay paid to him/her during said second six (6) months of employment, up to a maximum of 28 personal leave hours being credited at the time.

- B. As of the 1st day of the month of January that follows the calendar year during which the new employee completed his/her first year of employment, his/her Personal Leave Bank will be credited with personal leave based on the following:

Calculation.

The maximum amount of personal leave hours that an officer may earn for a calendar year is 56 based upon 1904 hours of straight time pay. Therefore;

- Step 1. The total straight time paid hours paid to the new officer during the preceding calendar year during which he/she completed the probationary period shall be calculated up to a maximum of 1904 hours.
- Step 2. The amount of personal leave hours that he/she could have earned at the ratio of one (1) personal leave hour for each 34 hours of straight time pay shall be determined up to a maximum of 56 hours of personal leave time.
- Step 3. The amount of personal leave hours paid to him/her under *subparts A.* and *B.* above for that calendar year shall be calculated.
- Step 4. The difference between the personal leave hours credited under *subparts A.* and *B.* shall be subtracted from the result of the calculation made under Step 2.
- Step 5. The employee's personal leave hours bank shall be credited with the difference arrived at under the calculation made under Step 4.

- (c) As of each January 1st that falls each year after the January 1st described under *subpart B.* immediately above of this *Section*, the employee's Personal Leave Bank shall be credited with personal leave on the basis of one (1) hour for each 34 hours of straight time pay paid to him/her during the immediately preceding calendar year up to a maximum of 56 hours personal leave hours.

Section 3. Use of paid Personal Leave Hours. The employee may use these personal leave hours after they are credited subject to the following conditions:

- A. A maximum number of forty (40) personal leave hours may be carried over from year to year, all other personal leave hours granted under the provisions of this *Article* must be used by December 31st of each year or they will be lost.
- B. Each hour of personal leave taken will be paid at the employee's then current straight time hourly rate of pay.
- C. An employee may use his/her personal leave in minimum increments of one (1) hour, or in any combination of one (1) hour increments up to the number of hours in his/her regularly scheduled work day that is in effect at the time the personal leave is taken. Further, an employee may be allowed to take more than one consecutive full day of personal leave with prior approval of the Department Head.
- D. In order to have the best chance to take personal leave time as desired, an employee should make his/her request for personal leave time as far in advance as possible;

however, except when using personal leave time for reasons of sickness or disability, an employee must make his/her request for the personal leave to the Department Head at least seventy two (72) hours prior to the requested time off. A shorter period of previous request may be considered in cases involving unusual circumstances; however, any requests for personal leave off shall only be granted in keeping with the efficient operation of the Township's operations as determined by the Department Head. If an employee is not drawing an out of work disability benefit provided through the Employer at the time of a nonwork related disability, he/she may use personal time. The employee may also use personal leave time during periods of work related disabilities.

Section 4. Pay for personal leave hours under this *Article* shall not be counted as time worked for purposes of computing daily or weekly overtime premium pay.

ARTICLE 21 VACATION

Section 1. Employees covered by this Agreement who have actually worked and/or have received pay other than compensatory time off pay for eighteen hundred (1800) hours of straight time work during the calendar year, January 1st through December 31st, year to year, shall receive paid vacation leave in accordance with the following schedule provided they have completed the probationary period for new employees:

<u>Completed Years of Service</u>	<u>Hours Vacation Allowance</u>
After 1 year of service	48 hours paid leave.
After 2 years of service	80 hours paid leave.
After 6 years of service	96 hours paid leave.
After 7 years of service	104 hours paid leave.
After 8 years of service	120 hours paid leave.
After 12 years of service	130 hours paid leave.
After 15 years of service	140 hours paid leave.
After 20 years of service	160 hours paid leave.

A new employee becomes eligible for his first paid vacation leave upon completion of the new employee's probationary period provided such employee actually worked and/or received pay, other than compensatory time off pay for eighteen hundred (1800) hours of straight time work during the new employee's probationary period. The employee may take such vacation leave commencing on and after the date of the completion of his probationary period. In addition to this paid leave, such employee shall receive a prorated portion of vacation leave for straight time performed between the date of completion of his/her probationary period and December 31st of that same year. Such prorated vacation leave shall not be payable and leave shall not be allowed until January 1st following the December 31st. The prorated leave shall be computed as the percentage of 1800 constituted by the number of straight time hours of work actually worked and/or paid for, excluding pay for compensatory time off, during the period from the date of completion of the probationary period through December 31st of the same year. Thereafter, on January 1st of each following year, such employees must qualify for vacation as provided below for regular seniority employees." "Regular seniority employees covered by this Labor Agreement must actually work and/or

receive pay other than compensatory time off pay for eighteen hundred (1800) hours of straight time work performed during the calendar year January 1st through December 31st. If so qualified, the employee may take the vacation leave and pay anytime during the following calendar year.

Section 2. Vacation leave requests for the following calendar year may be submitted in writing to the Department Head during the consecutive months of December, January and February for vacation time for the balance of the calendar year during which the January and February fell. Conflicts in these requests for vacation leaves shall be resolved in favor of seniority standing. Requests after the last day of the month of February of each year shall be on a "first come, first served" basis. Vacation leave must be approved by the Department Head before the time off will be recognized and paid, and vacation leave will be allowed when it does not interfere with the Township's work operations. Once a vacation leave has been approved, it shall not be canceled by the Department Head unless it is required to be canceled because of a natural disaster or a civil or departmental emergency requiring all vacation leaves scheduled during the period of the natural disaster or civil or departmental emergency to be canceled.

- A. Employees may request vacation leave in whole, split, one (1) day increments, or four (4) hour increments; however, vacation leave requests for any four (4) hour increment is subject to the scheduling needs of the department.
- B. Vacation pay may be requested in advance for vacations of at least forty (40) hours. However, if a regular part time employee's total vacation leave is less than forty (40) hours, that employee may request advance pay for the total vacation amount owing.
- C. Once approval for vacation leave is granted, an employee may not withdraw it and then request a new date if such would conflict with the requested leave of a lesser seniority employee.
- D. The Department Head has the right to approve concurrent leaves.
- E. Notwithstanding any provision of this Article to the contrary, when an employee has no personal leave hours to his/her credit at the time of his/her absence from work because of non-Workers Compensation related illness or injury, he/she may use accrued vacation during such absence. When the employee is going to be absent from work because of such illness or injury and wants to use accrued paid vacation leave hours for this purpose, he/she must give notice to supervision as early as possible on the first day of absence. The Township retains the right to require that the employee furnish bona fide proof the injury or illness prior to granting vacation pay for the purposes of this provision.

Section 3. An employee may carry over to the next calendar year up to forty (40) hours of vacation leave credit. If a vacation is canceled because of work necessity, it shall be rescheduled at a later time.

Section 4. If an 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 incapacitation continues through the year, he will be awarded payment in lieu of vacation at the end of the then current calendar year.

Section 5. An employee whose employment is terminated for any reason shall be paid for all earned but unused vacation leave to his/her credit to the date of termination.

Section 6. Vacation pay shall be considered as time worked for overtime pay computation.

ARTICLE 22 INSURANCE

Section 1. When an employee has completed at least six (6) months of active employment under the new employee probationary period as provided under this labor agreement, the Township will pay the cost of the monthly premium for providing him/her and his/her eligible dependents with health insurance in the form of, or reasonably comparable to, *Blue Cross/Blue Shield of Michigan PPO Plan with the Master Medical Option \$100 per person \$200 per family deductible with 80/20 Co-pay, and a three dollar (\$3.00) co-pay drug rider.*

Section 2. Group Dental Insurance. The Township will pay up to the two (2) party premium cost for providing each full time employee who has completed the new employee orientation period, including one (1) of his/her eligible dependents, with the Michigan Blue Cross/Blue Shield Dental Insurance Plan with RC 100/75/50 benefit levels. Participation, coverage and payment of benefits shall be subject to the Insurance carrier's rules. An employee who desires to have Dental Insurance coverage extended to Family coverage may do so, but at his/her own expense. Any monthly premium cost for covering more than one (1) dependent which exceeds the monthly premium cost for insuring two (2) persons must be paid for by the employee who must sign an authorization for a deduction from his/her pay in the amount necessary to pay on a monthly basis the additional monthly premium cost for covering such dependents.

Section 3. The Township will pay no amount toward the monthly premium cost for an employee's dependents aged 19 through 25 under the Carrier's family continuation rider. If the employee desires coverage for such dependents, he/she will be responsible for paying the monthly premium cost for such coverage. The employee must sign an authorization for a deduction from his/her pay in the amount necessary to pay for the extension of the coverage to such dependents.

Section 4. Orthodontics and/or Vision Insurance Coverage: Employees in the bargaining unit under this labor agreement may subscribe as a group to add Orthodontia coverage to their other coverage under the current Township selected and provided Dental Insurance program, and such employees may also subscribe to coverage under the Township's selected Vision Insurance Program. Participation, coverage and payment of benefits for either the Orthodontia or the Vision insurance coverage shall be subject to the Insurance carrier's rules and to the terms and provisions for classes of coverage as provided under **Section 5** below of this **Article**. Such Orthodontia and/or Vision Insurance coverage(s), if subscribed to, will be at the expense of the employees. All eligible employees in the bargaining unit who are covered under the Township provided Health Plan and Dental Program, without exception, must subscribe to the Orthodontia coverage or such coverage will not be available to any of such employees; and all such employees must subscribe to Vision Insurance coverage or such coverage will not be available to any of such employees.

Section 5. Conditions under which Township Provides or Makes Available Insurance Coverages Described under Sections 1, 2 and 3: Notwithstanding any provision or provisions of this labor agreement to the contrary, the Township's providing or making available to its employees any of the insurance coverages described under **Sections 1, 2 and 3** above are subject to the terms and provisions of this **Section 5**.

Blue Cross/Blue Shield of Michigan's contract with the Township for insurance coverages as provided under **Sections 1, 2 and 3** of this **Article** requires in part that an employee must carry the same class of coverage under the Dental Plan as he/she has under the Health Insurance Plan, i.e. if a person has one party coverage under the Health Plan then he/she must have one party coverage under the Dental Plan, and if he/she has two party coverage under the Health Plan then he/she must have two party coverage under the Dental Plan, and if he/she has dependent coverage under the Health Plan then he/she must have dependent coverage under the Dental Plan. Therefore, if an employee refuses to sign a payroll deduction authorization for any additional monthly premium cost for insurance coverages as described and provided or made available under **Sections 1, 2 and 3** above, the Township shall not be obligated or required under this labor agreement to provide or make available any Health or Dental insurance to such employee or to his/her dependents at the Township's expense, except with regard to making such insurance coverages available as may be required under COBRA legislation, nor shall the Township be required to pay the monthly premium amount or any other expenses or costs associated with or related to providing such employee and/or his/her dependents with any kind of Health or Dental insurance coverage. Further, the Township shall not be liable for any expenses or other costs to the employee and/or his/her dependents associated with or related to any health or dental care procedures or claims arising to such employee and/or such dependents whether such procedures or claims may have been covered and paid for in part or in whole under the Township's Health or Dental Care insurance plans.

Section 6. During the term of this Agreement, the Employer shall pay the cost for providing **Group Term Life Insurance** and **Group Accidental Death and/or Dismemberment Insurance (AD&D)** coverage in the amount of \$10,000.00 face amount for each type on the life of each employee.

Section 7. Workers Compensation. The Employer will continue to provide Worker's Compensation Insurance coverage on its employees.

Section 8. Sickness and Accident Insurance Benefit: The Employer shall provide each full time employee who has completed the new employee orientation period with Short Term Disability insurance coverage that provides a weekly benefit equal to 60% of an employee's 40 hour straight time wage for up to 26 weeks for the same Non-workers Compensated disability when that employee is unable to perform his/her work due to such disability. The benefit commences with the 1st day of absence due to accident, and the 8th day due to illness.

Section 9. Long Term Disability Insurance Benefit: The Employer shall provide each full time employee who has completed the new employee orientation period with Long Term Disability insurance coverage that provides a weekly benefit equal to 60% of an employee's 40 straight time hour wage after a 180 day elimination period up to age 65 to the employee when he/she is out of work and unable to perform his/her job because of a non-workers Compensated disability. The benefit commences with the 181st day of absence due to the disability.

ARTICLE 23

WORK SCHEDULES, WAGES AND OVERTIME

Section 1. The normal work week shall consist of forty (40) hours which will normally be performed in five (5) work days of eight (8) hours in duration each and which includes a paid lunch period. This Section shall not be construed as a guarantee of any number of hours of work and/or pay per work week or per work day.

Section 2. For purposes of overtime pay computation, an employee shall receive one and one-half (1½) time his/her regular hourly rate for all work performed in excess of forty (40) hour per week or for work performed on a daily basis in excess of the hours of the regularly scheduled work day when the regularly scheduled work day is at least eight (8) hours in length. Pay under this provision shall be subject to the provisions of *Section 8* below of this *ARTICLE*.

Section 3. On-Call. The term "*on call*" means that situation where a member of the bargaining unit, who is off-duty, is officially advised by the Employer that he should be prepared to return to duty. The on-call status will be terminated by a return call to those employees originally placed on-call. Employees who are placed on-call shall be paid for each hour on-call at the straight time rate from the time they are placed on-call until the time the on-call status is terminated.

Section 4. Call-Back. In those situations where an employee is called back to work and the call back is not contiguous with his regular work period, the employee shall receive not less than two (2) hours pay computed toward overtime as provided under *Section 2* of this *Article*.

Section 5. Court Pay. If an employee is subpoenaed and does appear before any official, or is directed to and does appear in court or at any official hearing, or is required to and does go before a judge or magistrate to obtain or to validate complaints or warrants, and if any of these activities are required to be performed during the employee's off duty work time as part of his/her official job duties, he/she shall receive a minimum of two (2) hour pay; however, if any part of the two (2) hours falls during any part of the employee's scheduled work time on that day, that part shall be deducted from such two (2) hours, and the employee will only be paid for the time spent that falls outside scheduled work time. The actual time spent, not the amount paid, shall be considered as "time worked" for purposes of calculating overtime pay in that pay period.

The Township retains the right to establish a "*Beeper System*" for the purpose of notifying an off-duty employee who has been placed in "standby" witness status by a court. For this purpose, "standby" shall mean that the employee is not required to wait on the court's premises, but is expected to be immediately available when paged that he/she is needed to appear in court as a witness to give testimony in line with his/her official duties.

Section 6. For the purposes of this provision, the second (2nd) shift shall be any shift that is scheduled to start between the hours of 2:00 P.M. and 5:59 P.M.; and the third (3rd) shift shall be any shift that is scheduled to start between the hours of 6:00 P.M. and 12:00 midnight. Any shift that starts at any time other than during the periods defined for the 2nd and 3rd shifts shall be deemed the first (1st) shift.

A. Beginning as soon as practicable after the date that this labor agreement has been signed by the authorized representatives of the parties hereto, the Township will post the work schedule by shift for officers assigned to patrol duty. Each work schedule will show the shifts by schedule for a minimum of a three (3) month period, and each will be

posted thirty (30) days in advance of the date upon which they are to go into effect. Officers assigned to patrol duty will be allowed to select their work schedules by shift for each posted work schedule based upon their seniority standing subject to the provisions of *sub-parts B and C* below.

- B. An employee may not select the same shift for the immediately ensuing selection period which he/she had selected for the immediately preceding selection period.
- C. The Employer is not precluded by these provisions from changing an officer's schedule or officers' schedules, but changes shall not become effective before the beginning of the fourth (4th) day without the agreement of the officer and/or officers whom the shift changes shall directly effect.
- D. Nothing in these provisions shall be construed as preventing the Employer from requiring an officer or officers to report before his/her/their scheduled starting time or times nor requiring same to remain on the job after the scheduled quitting time or times for the purposes of performing required overtime work.

Section 7. Shift Differential. Employees who are working a shift that is scheduled to begin between the hours of 2:00 P.M. and 4:00 A.M. shall be paid a shift premium of forty cents (\$.40) per hour. The shift premium shall not be paid for time spent during training sessions unless the officer is regularly scheduled and on the job during the time the training sessions take place.

Section 8. Compensatory Time. Employees electing to take Compensatory Time, earned at the rate of time and one-half (1-1/2), in lieu of overtime pay, shall be allowed to accumulate up to a maximum of twenty-four (24) hours of such.

Section 9. Any hour of work for which overtime pay and/or holiday premium pay is paid under this Agreement excludes that hour from any further overtime pay and/or premium pay consideration.

Section 10. Except for court appearance time, overtime work shall be equalized as reasonably as practicable on an ongoing basis among employees within the same job classification. Any employee may be required by the Employer to perform overtime work for which he/she is qualified, and an employee who does not perform overtime work when required shall be subject to disciplinary action. If an employee turns down the offer of voluntary overtime work, the actual amount of time of the overtime work that was or could have been performed shall be credited on his/her equalization record as though actually worked for the purposes of equalization.

- A. The parties to this labor agreement understand and agree that the qualifications to perform certain kinds of duties vary greatly among employees within the same job classifications within the department. Accordingly, the Employer has the right to require any officer who is involved with a single assignment that entails overtime work to continue with such assignment until its completion or until removed therefrom by the Chief of the Department, and that such may result in a disproportionate amount of overtime work among officers for a lengthy period of time until overtime work is available which may be assigned to those persons within the job classification who have the least or lesser amount of overtime work and which will allow the Employer to bring overtime work distribution back to more proportionate levels.

ARTICLE 24 RETIREMENT

The Employer shall pay the full cost for the participation of the employees covered under this labor agreement in the Michigan Municipal Employees Retirement System with the *B-2 benefit level, FAC-3 final average compensation Rider, the F-55 (After 30 years of service) Rider*, and *vesting* at six (6) years.

- A. Any person hired as a Clerk Dispatcher on or after January 1, 1995 shall be under the same retirement program as all other persons employed in clerical positions with the Township.

ARTICLE 25 LEAVE FOR UNION BUSINESS OR LODGE CONFERENCE

Subject to the keeping of the efficient operation of the Department's business, employees who are elected to attend state and/or national Union conventions, conference and/or meetings shall be allowed time off without pay or benefits to attend such; provided, however, that such time off shall not exceed seven (7) days in any one year and the number of employees shall not exceed one (1). In accordance with this provision, an employee who is elected as an officer of his local lodge shall be allowed time off without pay or benefits to attend and conduct local lodge meetings.

ARTICLE 26 OFF DUTY EMPLOYMENT

In addition to the provisions regarding outside employment listed below in this Article regarding outside employment, police officers are governed by the provisions regarding such as provided in the Personnel Policies and Procedures Manual of the Police Department.

- A. Prior to engaging in outside employment, members of the Department shall obtain the written approval from the Chief of Police for such employment.
- B. Officers shall submit a written request for off duty employment to the Chief whose approval must be granted prior to engaging in such employment.

ARTICLE 27 LONGEVITY

Section 1. In addition to their regular pay, members of the bargaining unit shall receive longevity pay on the following basis:

- A. Upon completion of sixty (60) months of active employment, two percent (2%) of an employee's first \$15,000 of annual wage, paid in a lump sum at the end of each contract year.
- B. Upon completion of one hundred twenty (120) months of active employment, four percent (4%) of an employee's first \$15,000 of annual wage, paid in a lump sum at the end of each contract year.
- C. Upon completion of one hundred eighty (180) months of active employment, six percent (6%) of an employee's first \$15,000 of annual wage, paid in a lump sum at the end of each contract year.
- D. Upon completion of two hundred forty (240) months of active employment, eight percent (8%) of an employee's first \$15,000 of annual wage, paid in a lump sum at the end of each contract year.
- E. If an employee who is eligible to receive longevity pay retires from active employment with the Employer subject to and under the provisions of *Article 23* of this labor agreement, he/she shall receive longevity pay at the time of retirement on wages paid for the year to the date of retirement.

ARTICLE 28 UNIFORMS AND EQUIPMENT

Section 1. For the life of this Agreement, the Township will continue its practice of providing uniforms and dry cleaning of such for bargaining unit employees on the same basis as it had so done immediately preceding the execution of this Agreement.

Section 2. After completion of the new employee probationary period and retention in employment thereafter, six blouses - 3 long sleeved and 3 short sleeved - and three (3) pair of uniform trousers or skirts will be issued to the regular full time seniority Clerk/Dispatcher, and replacement will on an "as needed basis". The Clerk/Dispatcher will be required to, and will be responsible for, maintaining these issued items of clothing in a manner as directed by the Department Head.

Beginning January 1, 1998, An officer who is assigned as a plain clothes investigator on a regular full time basis shall be given a clothing allowance of \$250.00 after completion of each six (6) months of full time active duty in that position. If an officer has been in this assignment for six (6) months as of January 1, 1998, that officer shall be given the \$250.00 clothing allowance, and shall receive a \$250.00 clothing allowance after completion of each six (6) full months of active duty in that assignment thereafter.

Section 3. The selection, procurement and issuance of equipment, due consideration will be given to the safety of the officer. Officers shall immediately, or at the end of the shift, report all defects in equipment, in writing. The Township will make reasonable and responsible attempt to correct all defects in equipment as soon as possible.

Section 4. The Employer will replace or repair eye glasses, watches or uniforms damaged while the employee was engaged in the faithful performance of his job duties.

Section 5. The Employer will provide all necessary ammunition for the employee's service weapon as well as adequate target ammunition.

Section 6. Body Armor: The Township shall provide each officer with basic body armor in accordance with the requirement of the National Institute of Justice's (N.I.J.) standard number 0101.03, and the Township will maintain the basic body armor at that standard and refurbish such every five (5) years, or the Township will replace it if necessary. The officer must wear and use the body armor issued to him/her by the Township. Any additions to the basic armor which entail a cost beyond the Township's cost for the basic armor will be paid for by the Employee who shall be required to sign a payroll deduction authorization which will allow the Township to make deductions from the officer's wages for the full cost of such additions. Such deductions shall not exceed fifty dollars (\$50.00) per payday.

ARTICLE 29 MISCELLANEOUS

Section 1. A bulletin board of sufficient size shall be provided in the department for the posting of proper Union notices.

Section 2. All employees shall be allowed two (2) breaks, of ten (10) minutes duration each per shift. Officers shall receive a paid lunch period per each shift. It is understood and agreed by the parties hereto that officers are always on duty regardless of breaks and/or lunch. To this end, officers will respond to those urgent aspects of their jobs that may arise while on break or eating lunch. The Clerk/Dispatcher shall be scheduled with an unpaid lunch period of thirty (30) minutes in duration during each full shift of work.

Section 3. Employees shall be allowed access to their personnel files in accordance with *Act 397 of the Public Acts of 1978, as amended*.

Section 4. It is the Employer's intent to maintain all equipment in safe operating condition. Any equipment defect noted by personnel will be reported to the Department Head and repairs shall be made as soon as possible.

Section 5. Members of the bargaining unit shall be required to maintain residency in the Township not later than twelve (12) months after the date that this Agreement is signed by the parties hereto. New employees who are members of the bargaining unit shall be required to maintain residency in the Township not later than twelve (12) months after the day upon which they completed their new employee probationary period. For purposes of this provision, "residency" shall include all of the following:

1. The employee's primary place of dwelling.
2. That residence where the employee maintains his/her personal effects, clothing, household furniture and housekeeping effects, recreational equipment, hobby effects, etc.
3. That residence within which the employee normally and regularly eats, sleeps, conducts and carries on his/her personal life and primary and secondary household activities, and within which he/she spends by far the greatest amount of his/her "home-dwelling-residence" non-working hours time.

4. That residence the physical maintenance of which the employee is primarily responsible for.

Section 6. The Employer shall provide one (1) copy of this Agreement to each member of the bargaining unit, present and Agreement to each member of the bargaining unit, present and future.

Section 7. The Employer may pay employees weekly or every two (2) weeks, as it determines. A two (2) weeks' previous notice by the Employer shall be given to the employees in the event of any change.

Section 8. An employee who is required to use his personal vehicle in the performance of his duties, including but not limited to driving to schools or court, shall be reimbursed by the Employer at the then current Federal Internal Revenue System's allowable mileage reimbursement rate.

Section 9. The Employer reserves the right to substitute insurance carriers provided that relatively comparable benefits within the framework of the new carrier's standard contracts are maintained and the carrier is authorized to transact business in the State of Michigan. Prior to any change in carriers, the Employer agrees to meet with the Union to review the benefits being provided by the new carriers. The Union reserves the right to grieve whether or not the benefits under the new carrier are relatively comparable within the framework of the new carrier's standard contracts with the old benefits.

Section 10. Employees may trade shifts with the consent of the Chief. No consent will be given if such trade would result in the Township having to pay overtime work premium pay under applicable State and/or Federal laws and/or regulations.

Section 11. Notwithstanding any provision of this contract to the contrary, or which may be construed to the contrary, the Union and the Employer do further mutually agree that the Chief of the Department may perform any bargaining unit work, at any time, at his/her and/or the Employer's discretion.

Section 12. It is the intent of the Employer to support its employees in the lawful performance of their official duties and in lawfully performing services arising out of their employment. To this extent, should an employee become involved in any litigation because of such activities, the Employer shall assume their defense, provide legal counsel at its expense and assume any resulting judgments against the employee.

Should the Employer fail to obtain insurance coverage for the above, then the Employer shall be deemed to be a self-insurer and shall be liable for the conditions outlined above.

ARTICLE 30 WAIVER CLAUSE

The Union and the Township agree that all matters considered to be proper subjects for collective bargaining between the parties were discussed and/or proposed during the negotiations resulting in the mutual agreement upon the provisions of this Agreement; or that such could have been proposed and/or discussed. Therefore, this Agreement contains all the provisions which specifically and expressly spell out the terms and conditions of employment which the employees covered hereby shall be employed, and the rights of Management retained by the Township as such pertain to said employment of such employees, and no other terms and conditions of employment of such employees shall be construed to exist without exception and/or omission.

The Agreement concerning wages, hours and working conditions and statement of wage and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the Township without limit or exception including but not limited to Township Pension Programs, Wage Statements, Fringe Benefit Statements or Employee Personnel Booklets. All employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by the Union.

ARTICLE 31 VALIDITY

In the event that any one of the provisions of this Agreement shall be or become invalid or unenforceable by reasons of Federal law, state law, by the courts or by any administrative body having the power to do so, said invalidity or unenforceableness shall not affect the remaining provisions hereof. The parties also agree to enter into negotiations to replace any provision that becomes invalid or unenforceable.

ARTICLE 32 APPENDICES - EXHIBITS

Attached hereto and considered as a part of this Labor Agreement are *APPENDIX "A"* and *EXHIBIT "A"*. *APPENDIX "A"* is a list of job classifications and the hourly rates of pay for each job classification covered by this Labor Agreement, and *EXHIBIT "A"* is a copy of the affidavit which employees who desire health care coverage for their student dependent children ages 19 - 25 under the carrier's *Family Continuation Rider* may be required by the Employer to execute.

ARTICLE 33 DURATION

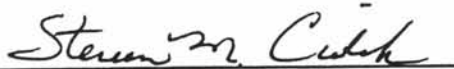
Section 1. This Agreement shall become effective January 1, 1998, and shall remain in full force and effect until the 31st day of December, 2000, and from year to year thereafter, unless either party hereto serves written notice upon the other at least sixty (60) calendar days prior to the expiration of this Agreement or any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.

Section 2. If either party gives notice as is aforesaid under Section 1 above to the other of a desire to modify any terms of this Agreement and if no agreement to such modification is reached before the expiration of the term, then this Agreement shall continue in full force and effect until the culmination of a full Agreement or until December 31, 2000, whichever occurs first.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 30th day of March, 1998.


For: CHARTER TOWNSHIP OF
BRIDGEPORT

For: POLICE OFFICERS LABOR
COUNCIL


Steven M. Ciolek, Supervisor


Jerry Caster, Field Representative


Lee G. Carpenter, Clerk


Brandon McAllister, Steward

APPENDIX "A"

JOB CLASSIFICATIONS AND HOURLY RATES OF PAY

Effective January 1, 1998

<u>Position</u>	<u>Start</u>	<u>6 mos</u>	<u>1 year</u>	<u>18 mos</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
Officer	12.08	12.30	12.81	13.84	15.16	16.91	18.16
Sergeant	18.34	18.52	18.71	19.07			
Clerk	8.92	9.44	9.95	10.48	10.98	12.12	

Effective January 1, 1999

<u>Position</u>	<u>Start</u>	<u>6 mos</u>	<u>1 year</u>	<u>18 mos</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
Officer	12.38	12.61	13.13	14.19	15.54	17.33	18.61
Sergeant	18.80	18.99	19.18	19.54			
Clerk	9.14	9.68	10.20	10.74	11.25	12.42	

Effective January 1, 2000

<u>Position</u>	<u>Start</u>	<u>6 mos</u>	<u>1 year</u>	<u>18 mos</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
Officer	12.69	12.92	13.46	14.54	15.93	17.76	19.10
Sergeant	19.29	19.48	19.67	20.05			
Clerk	9.37	9.92	10.46	11.01	11.53	12.73	

Sergeant. The Township retains the right to appoint employees to the Sergeant's position. This is a command position and his orders are expected to be obeyed in all matters which he has been given authority to command by the Chief of the Department. Failure to so comply with his orders shall be cause for disciplinary action.

Upon appointment to Sergeant, the employee will be required to complete a successful probationary period of twelve (12) consecutive months. During the probationary period, an employee may be removed from this position at the discretion of the Township. After completion of the probationary period, an employee may be removed from the Sergeant's position if the classification is eliminated by the Township or, subject to the grievance procedure, may only be removed for inability to perform the duties of the job or for unacceptable performance of the job.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 19_____.

For: CHARTER TOWNSHIP OF
 BRIDGEPORT

For: POLICE OFFICERS LABOR
 COUNCIL

 Steven M. Ciolek, Supervisor

 Jerry Caster, Field Representative

 Lee G. Carpenter, Clerk

 Brandon McAllister, Steward

EXHIBIT "A"

AFFIDAVIT IN SUPPORT OF DECLARATION OF DEPENDENTS

I, _____, an employee of Bridgeport Charter Township within the bargaining unit covered by the labor agreement currently in effect between Charter Township of Bridgeport, Saginaw County, State of Michigan, with offices located at 6206 Dixie Highway, Bridgeport, Michigan, hereinafter referred to as the "Township" and/or "Employer", and the Police Officers Labor Council have requested that the Employer pay the monthly premium cost for providing my dependent child and/or children, aged 19 through 25, whose names I have entered below with the Health Care and Dental Care insurance coverage under the carrier's Family Continuation Rider pursuant to, and in accordance with *Article 23, Sections 1 and 2*, of said labor agreement; and further, I am executing and signing this **AFFIDAVIT** pursuant to, and in accordance with, the terms and provisions of *Section 3* of said labor agreement.

I further aver and declare that such dependent child and/or dependent children are my legal dependents within the full and complete meaning of the Federal Internal Revenue Code for dependent children aged 19 through 24.

I further aver and declare that such dependent child and/or children whose name and/or names I have entered is and/or are unmarried, and is and/or are bona fide students aged 19 through 25 who are residing with me or in a student residence while attending classes full time at an institution of higher learning as required under the insurance carrier's rules of eligibility covering such matters.

The names of my dependents within the categories described above are as follows:

Name: _____ Birthdate: _____

Relationship: _____

Name: _____ Birthdate: _____

Relationship: _____

Employee's Signature

Date

Witnessed:

Date

1st MEMORANDUM OF AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT, hereinafter called "2ND MEMORANDUM", is entered into by and between the Charter Township of Bridgeport, hereinafter called the "Township", and the Police Officers Labor Council, hereinafter called "Union".

WHEREAS, the Township, party of the first part, and the Union, party of the second part, are parties to a Labor Agreement in effect during the period January 1, 1998 through December 31, 2000 that, under its terms and provisions, provides the hours of work, wages, and other conditions of employment for the Township's Police Department's nonadministrative employees; and

WHEREAS, said labor agreement at *Article 25 - Retirement* provides that "the Employer shall pay the full cost for the participation of the employees covered under this labor agreement in the Michigan Municipal Employees Retirement System with the B-2 benefit level, FAC-3 final average compensation Rider, the F-55 (After 30 years of service) Rider, and vesting at six (6) years", and further, "any person hired as a Clerk Dispatcher on or after January 1, 1995 shall be under the same retirement program as all other persons employed in clerical positions with the Township"; and

WHEREAS, during collective bargaining between the Township and the Union in 1995 over the terms and provisions to be incorporated into the labor agreement to be in effect between said parties during the period January 1, 1995 through December 31, 1997, the Township made a commitment regarding the possible future benefit level of pension benefit as above cited.

NOW, THEREFORE, the Township hereby promises the Union that, if the Township authorizes a change in the pension benefit for all other nonplus Department Township employees, and not just for a specific group of such employees, and if such change constitutes an "improvement" in the F-55 after 30 years of service benefit level provided for Police Department bargaining unit member employees who were employed as of December 31, 1995, or for such employees hired after said date, then such change shall be extended to Police Department bargaining unit member employees under the same terms and conditions that such was authorized for all other employees of the Township.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 30TH day of MARCH, 1998.

For:

CHARTER TOWNSHIP OF
BRIDGEPORT


Steven M. Ciolek, Supervisor


Lee G. Carpenter, Clerk

For:

POLICE OFFICERS LABOR COUNCIL


Jerry Caster, Field Representative


Brandon McAllister, Steward