

12/31/99

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**AGREEMENT BETWEEN**  
**TOWNSHIP OF BROWNSTOWN**  
**AND**  
**COMMAND OFFICERS ASSOCIATION OF MICHIGAN**  
**(COAM)**

**Effective: January 1, 1997 - December 31, 1999**

*Brownstown Township*

BY \_\_\_\_\_

*Pat*

**AUG 5 10 02 AM '98**

**BROWNSTOWN TWP.  
 CLERK OFFICE**

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## AGREEMENT

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of JANUARY, 1998, by and between the CHARTER TOWNSHIP OF BROWNSTOWN, (hereinafter referred to as the "Employer") and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM), (hereinafter referred to as the "Union") has as its purpose the promotion of harmonious relations between the Employer and the Union the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Union and the employees.

The Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the Employer, the Union and the employees.

Whenever the word "Agreement is used in this document, it shall be synonymous with the word "Contract".

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the employer and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

## ARTICLE 1 MANAGEMENT'S RIGHTS

1.1: The Township Board shall continue to exercise its rights of executive management and administrative control of the Township, its properties, facilities, and activities, as vested by law in the Board, which include, among other requirements, the necessity to consider, adopt, and administer policies, practices and procedures for effective management, except those which are clearly and expressly relinquished herein by the Board.

1.2: The Chief of Police with the approval of the Township Board, has the exclusive right to employ, direct, suspend, dismiss for just cause after due process, and schedule the working force; and plan and control Police Department operations; discontinue, reorganize or combine any and all departments of operation, publish rules and regulations; introduce new or improved methods of Police procedure and in all respects to carry out the ordinary and customary functions of Police management, including but not limited to protection of life and property and the enforcement of Federal, State and Township ordinances.

## ARTICLE 2

## NO STRIKE PROVISION

2.1: During the life of this Agreement, the Union will not cause its members to cause, nor will any member of the Union or other employees represented by the Union take part in any strike against the Employer as defined in Act 379, P.A. 1965. Notwithstanding the foregoing, in the event any members of the Union or employees represented by the Union violate this Agreement, the Union will use its immediate, best and continuing efforts to cause full and prompt resumption of work and operations.

## ARTICLE 3 RECOGNITION

3.1: Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, Brownstown Township does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for the employees of Brownstown Township included in the bargaining unit as described below:

All full time police sergeants and lieutenants of Brownstown Police Department; excluding the Chief of Police, Deputy Chief, Inspectors and all other employees.

## ARTICLE 4 AID TO OTHER UNIONS

4.1: During the term of this Agreement the Employer agrees that it will not enter into negotiations with any organization other than the Union concerning rates of pay, wages, hours of employment and other conditions of employment for employees covered by this Agreement.

## ARTICLE 5 AGENCY SHOP AND CHECK-OFF

5.1: All employees in the bargaining unit shall, on the thirtieth (30th) day following the beginning of their employment, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment, either:

- A. Become members of the Union; or
- B. Pay to the Union an amount of money equal to the Union monthly dues.

5.2 In the event that an employee covered by Section 5.1 above does not join the Union or tender his service fee to the Union, either directly or through a voluntary deduction authorization, as provided below, on the thirtieth (30th) day as required, such employee shall be terminated within thirty (30) days from the date of request from the Union for termination; provided the Union has complied with the following:

- A. Fulfilled its obligations by sending written notice to the employee that he has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice should be sent to the Township Board.

- B. Fulfillment of its responsibilities by sending written notice to the employee (copy to the Township Board) that he has not fulfilled his obligations by the requisite date and that a request for his termination was being made to the Township Board.
- C. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his obligations; that it is an official request of the Union, and that the "save harmless" clause shall be put into effect.

5.3: If an employee has tendered directly to the Union his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason other than his failure to tender the dues or service charge to the Union.

5.4: In the event an employee does not tender his payment of dues or service fee directly to the Union, he may execute a written authorization to the Employer for deductions from his pay. Such written authorization must be voluntary and the service fee deduction is revocable. The deductions permitted under the authorization shall be:

- A. Union Member - the regular and equal amount of union dues and fees.
- B. Non-Member - the regular and equal amount of union dues and fees (referred to as "service fees"), excluding fines and assessments.

5.5: Employees shall be deemed to be members of the Union within the meaning of this section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership dues.

5.6: Remittance of dues shall be payable to the COAM. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list from whom dues have been deducted between the fifteenth (15th) and thirtieth (30th) day of the current month.

5.7: Termination of check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

5.8: Disputes concerning membership: Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and representatives of the Union if not resolved may be decided at the final step of the grievance procedure.

5.9: The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article of the Agreement.

5.10: When Deductions Begin. Check-off deductions under all properly executed authorization

for check-off of dues forms shall become effective at the time that the application is signed by the employee and shall be deducted from the 2nd pay of the month and each month thereafter.

## ARTICLE 6 DISCRIMINATION

6.1: The Employer will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of his membership in, or participation in the activities of the Union.

6.2: The Union agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, sex, national origin or marital status.

6.3: The Employer agrees to continue its policy of not discriminating against any employee or applicant for employment on the basis of race, creed, color, sex, national origin or marital status.

## ARTICLE 7 REPRESENTATION

7.1: The employees shall be represented by the Union.

7.2: The local Union shall furnish in writing the names of all local Stewards or Officers upon their election or appointment by the Union.

7.3: Each local Steward or Officer shall be allowed time to investigate any grievance occurring within his respective area of representation during his scheduled working hours without loss of pay. Should it become necessary for a Steward or Officer to leave his place of work in order to investigate a grievance, the Steward or Officer shall first notify his immediate supervisor of the name of the employee he is going to see, and shall allow his immediate supervisor to make arrangements to insure an uninterrupted work schedule when necessary before leaving the work to which he is assigned. Such arrangement shall be made within a reasonable period of time. The Steward or Officer shall notify his immediate supervisor upon his return to work. The above privilege is extended to Steward or Officers with the understanding that such time will be devoted solely to the prompt handling of the grievance and will not be abused.

7.4: There shall be a Grievance Committee composed of not more than three (3) employees, which shall consist of the President and two (2) Stewards or Officers of the Union. The local Union shall furnish the Employer with the names and addresses of the members of the Grievance Committee upon their election or appointment by the Union together with such changes as they occur.

7.5: Should the members of the Grievance committee be required to attend a grievance meeting during their scheduled working hours, they shall do so without loss of pay.

## ARTICLE 8 GRIEVANCE PROCEDURE AND ARBITRATION PROCEDURE

8.1: Grievance Definition. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized

tive of, or an employee in, the Bargaining Unit. Grievances are limited to matters of  
on, violations or application of express provisions of this Agreement.

Grievance Procedure. Any grievance or dispute which may arise between the parties,  
the application, meaning or interpretation of this Agreement, shall be settled in the  
manner:

Step 1. Any employee having a grievance shall first take up the matter with his  
mediate supervisor and the Union if so desired by the employee within thirty (30) days  
of occurrence or discovery thereof. The supervisor shall attempt to adjust the matter and  
both shall respond to the Union or employee within five (5) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union  
to the department head within ten (10) days after the supervisor's response is due. The  
department head shall respond to the Union or the Grievance Committee in writing within  
ten (10) working days.

Step 3. If the grievance still remains unadjusted, it shall be presented by the Union to the  
Township Board or its designated representative in writing within twenty (20) days after  
the response of the department head is due. The Township Board shall respond in  
writing to the Union within twenty (20) working days after the Township Board received  
the grievance.

Step 4. If the grievance is still unsettled, the Union may, within fifteen (15) days after the  
reply of the Township Board is due, by written notice to the Employer, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the  
Employer and the Union. Expenses for the arbitrator's services and the proceedings  
shall be borne equally by the Employer and the Union. However, each party shall be  
responsible for compensating its own representatives and witnesses. If either party  
desires a verbatim record of the proceedings, it may cause such a record to be made,  
providing it pays for the record. If the parties fail to select an arbitrator within ten (10)  
days, the Union shall request a list of arbitrators from the Federal Mediation and  
Conciliation Service (FMCS).

In the event that either party is not satisfied with the original list, the Union shall request a  
second list from the FMCS.

The arbitrator shall be selected by the parties alternately striking a name until one name  
remains, the remaining name shall serve as the arbitrator.

The arbitrator will not add to, subtract from, change or amend any of the terms of the  
contract, but will only concern himself with the interpretation and application of the terms  
of this Contract as it applies to the Grievance presented.

The arbitrator's decision is within the scope of his authority, it will be final and binding  
on the Union, its members, the employee or employees involved and the Board.

The arbitrator shall submit his decision to the parties within thirty (30) days after the case  
is submitted, unless the time is extended by mutual consent.

Any grievance not advanced to the next step by the employee within the time limit in that step, or if no time limit is specified, within ten (10) days will be deemed abandoned. Time limits may be extended by the Employer and the Union, in writing, and if so, the new time will prevail.

All grievances shall be filed within thirty (30) days of the alleged violation.

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

4: The Township Board will grant a necessary and reasonable amount of time off during straight time working hours to the Union representative who must necessarily be present for direct participation in grievance adjustments with management.

Such Union Representative shall first receive permission from his immediate supervisor to leave his work station and shall report back promptly when his part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after a written warning, to have this right revoked.

5: The decision of the arbitrator, in any case, shall not require a retroactive wage adjustment in any other case.

6: In no event shall the Township's condonation of any past infractions of any work rule, regulation, duty, responsibility or policy be found to mitigate, in whole or in part, any discipline imposed by the Township for any work rule, regulation, duty, responsibility or policy. Provided, however, that this shall not be construed so as to permit the Employer to impose any discipline in an arbitrary, capricious or unfair manner.

#### ARTICLE 9 DISCHARGE CASES

9.1: The Employer agrees that an employee shall not be peremptorily discharged from and after the date of this Agreement, but that, in all instances in which the Employer may conclude that an employee's conduct may justify suspension or discharge, such employee shall first be suspended. In cases of suspension, the Steward, or in his absence, his alternate, shall be called and the reasons for suspension shall be explained in the employee's presence. Such initial suspension shall not be for more than five (5) working days and, if the suspension is converted into a discharge, such discharge, shall not be made effective until the end of said five (5) day period. A written statement of the reasons for a discharge shall be given to the affected employee and to his Steward. The Employer shall decide, during the aforementioned five (5) working day period, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge or that no discipline should have been given.

9.2: In the event the affected employee believes that his discharge under Section 9.1 above is unjust, the matter may be processed through the grievance procedure starting at the second step thereof provided he files a written grievance at that step after the date of discharge.



the Employer or under the grievance procedure that excessively disciplined, the Employer shall reinstate partial or no compensation as may be decided under on, if any, shall be the employees regular rate of pay

**ARTICLE 10**  
**LAYOFFS**

command officer classification, the following procedure

probationary employees will be laid off in that order.

laid off will be the employee with the least time in grade.

action in any other command officer classification, the

laid off will be the employee with the least time in grade.

ce with subsection 10.2 shall have the right to bump into

shall not have the right to bump down into bargaining unit

n indefinite period of time will have at least seven (7)  
al Union Secretary will receive a list from the Employer of  
me date the notices are issued to the employees.

shall be recalled prior to the utilization of any part-time or

**ARTICLE 11**  
**RECALL PROCEDURE**

released after a layoff, employees will be recalled in inverse

o is reemployed from a seniority list in the same unit or  
ll be restored to its status as the date he left the service of

to the employee at his last known address by registered or  
o report to work within ten (10) calendar days from the date  
shall be considered to have quit. Extensions may be granted

11.4: It shall be the responsibility of the employee to keep the Employer notified of his correct address.

**ARTICLE 12**  
**SENIORITY**

12.1: The employee shall be credited with seniority from original date of hire as full-time employee.

12.2: Seniority Lists. The Employer will keep the seniority list up to date at all times and will provide the local Union with an up to date copy on or before December 1st and again on or before July 1st each year. A list of changes (as they occur) will be provided to the local Union.

12.3: Seniority lists will show the names and job titles by department, of all employees.

12.4: Current seniority lists will be posted every six (6) months in a visible place.

12.5: Loss of Seniority. An employee's seniority shall terminate for the following reasons:

- A. He quits.
- B. He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. He retires.

12.6: Super Seniority. Notwithstanding their position on the seniority list, Stewards, Officers and Union's Grievance Committee shall, in the event of a lack of work layoff, be offered work, provided they are qualified to perform all elements of the available job without any additional training, and that such ability either is mutually recognized by the parties or is based upon a period of prior satisfactory experience in the job classification.

12.7: Employees hired on the same day shall have their seniority determined by order of the rank in which each finished in their pre-employment testing and evaluation, i.e., the highest person on the hiring list shall have the most seniority, relative to those hired on the same day, etc.

**ARTICLE 13**  
**PROMOTIONS AND JOB DESCRIPTIONS**  
**AND NEWLY CREATED POSITIONS**

13.1: Whenever a vacancy in a position occurs within the bargaining unit, or whenever a new job is created within the bargaining unit, the Employer shall publicize the same by giving written notice of such vacancy by posting the job classification and its duties. Job vacancies will be posted for a period of fourteen (14) calendar days in a conspicuous place in each building.

13.2: Vacancies and promotions to higher positions within the bargaining unit shall be made from within the bargaining unit and shall be in accordance with the following procedure:

- A. Employees with a minimum of four (4) years in the department and who have

completed two (2) years in the next lower rank, as of the final date of the expiration of the posting period, shall be eligible to apply for a promotion or vacancy within the next higher rank. In the event that there are no employees with four (4) years seniority in the department, or if there are no persons who have completed two (2) years in that next lower rank, then all persons in the next lower rank shall be eligible for such position. In the event there is only one (1) person in the next lower rank with two (2) years in grade who applies for the examination for the promotion, then the employer may open up the examination to all persons in the next lower rank in order to ensure a competitive examination; if two individuals still do not apply, then the vacancy can be opened up to the entire department.

Promotions to a higher position within the bargaining unit will be based on the formula:

Written Test	30%
Performance Evaluation	15%
Oral Interview	55%
Seniority	1% per year up to 15%
For a Total Maximum Rating Score of	115%

employee who receives the highest composite score based on the above formula will be promoted. In the event there are no applicants, the Employer may fill that vacancy from the outside. The promotion list will remain in effect for one (1) year after the posting period.

The trial period shall be six (6) months. During the trial period the employee shall have the right to revert back to his former classification and a letter of explanation shall be provided to the Employer.

Otherwise, if the employee is unsatisfactory in the new position, he will be returned to his former classification and notice and reasons shall be submitted to the Union in writing by the employer within ten (10) days of the employee. The matter may then become a proper subject for the second step of the Grievance Procedure.

In cases where the employee reverts back as outlined in Section 13.4 above, the next person on the list will be considered to fill the promotion.

During the trial period, the employee will receive the starting rate of the job they are promoted to.

#### **ARTICLE 14** **STEP UP PAY**

When an employee works in a higher classification for four (4) hours or more, the employee will receive the rate of pay for that classification.

**ARTICLE 15**  
**JOB DESCRIPTIONS**

15.1: Job descriptions for each job classification will be presented to the Union within one (1) year of signing of this agreement.

**ARTICLE 16**  
**GENERAL PROVISIONS**

16.1: Pledge Against Discrimination and Coercion. The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

16.2: Gender Clause. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

16.3: The Employer agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union or political membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

16.4: The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**ARTICLE 17**  
**UNIFORM**

17.1: Uniforms and Equipment. The Employer shall issue uniforms and equipment to each employee. Only uniforms and equipment authorized by the Chief of Police will be worn or carried while on duty. Replacement of worn or damaged uniforms will be the responsibility of the employee. All uniforms and equipment issued by the Employer shall remain the property of the Employer and shall be returned immediately upon the employee's severance from the department. The employee shall be responsible for cleaning and maintaining his uniform and equipment.

17.2: Each command officer will have placed in his account six hundred fifty (\$650.00) dollars January 1 each year to purchase needed clothing and police equipment.

If the total amount is not used during the year, the remaining balance can be carried over into the next year.

17.3: Full-time command officers will be paid a cleaning allowance in two (2) semi-annual installments of one half (1/2) each concurrently with the first payroll check in July and January of each year:

Full-time command officer - three hundred (\$300.00) dollars per year in equal installments to be paid on January 1 and July 1 of each year.

The employer will provide full uniforms and equipment to all employees.

**ARTICLE 18**  
**SPECIAL CONFERENCE**

Special conferences for important matters will be arranged between the Union and the Employer or its designated representatives of the Township and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those listed in the agenda. The members of the Union shall not lose time or pay for time spent in special conferences.

The Employer agrees that in any movement of work not covered under this Agreement, movement will be discussed with the Union in order to provide for the protection of the integrity of the employees involved.

**ARTICLE 19**  
**HOLIDAYS**

During the term of this contract, each full-time employee shall be paid for the following days in addition to their regular rate of pay:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	Easter Sunday

The employee shall be paid for the holidays in the pay period in which it occurs. If the employee takes the holiday off with the approval of the Department Head, he shall not be paid holiday pay for the holiday.

Holiday Premium. Employees who work forty (40) hours, and one (1) of the above days come within that work week, shall be paid in one of the following:

- A. Employees working on any holiday shall be paid fifty-two (52) hours of pay for that work week.
- B. If the Holiday is on a regular leave day, the employee shall be paid for forty-eight (48) hours of pay for that work week.
- C. If the employee elects to take the Holiday off with permission of the Chief, or who has normally been scheduled the Holiday off, shall be paid for forty (40) hours of pay for that work week.
- D. Any employee who works additional hours in addition to his scheduled shift on the Holiday shall be paid double time for these hours.

20.3: Should a full-time employee work on any holiday listed above, he shall be paid, in addition to this holiday pay, at the rate of time and one-half (1 1/2). Part time employees shall receive double time for the holidays they are required to work.

20.4: If an employee is scheduled off on a holiday, he must work the scheduled day before and after the holiday to be eligible for holiday pay. The employee may receive permission to be off work by his immediate supervisor only upon twenty four (24) hours prior notice.

### ARTICLE 20 ANNUAL VACATION

20.1: Full-time employees of the Township shall be entitled to earned annual vacation as follows:

First Year	68 hours
2nd to 5th Year	108 hours
5th to 9th Year	148 hours
10th to 20th Year	188 hours
After 20th Year	204 hours

20.2: No employee shall be allowed to take anticipated vacation.

20.3: Vacation time shall not be deemed to have been earned until the anniversary date of hire.

20.4: Vacation may be cumulative, not to exceed earned vacation of two (2) work years, but only if earned vacation is canceled or not made available by the Employer during the year in which case it shall carry over into the second year.

20.5: Scheduling of Vacations. The Chief of Police or his designee shall be responsible for the scheduling of vacation time, and shall post an annual vacation schedule indicating the scheduled vacation time of each employee in his department. Vacation selection shall be determined by seniority.

20.6: Responsibility for Scheduling Vacations. It shall be the responsibility of each employee to make his request for vacation of time.

20.7: Compensation for Vacations Not Taken. In the event time is not made available by the Employer to an employee, he may accumulate same as provided in Section 20.4 hereof, or in lieu thereof, may receive his standard compensation for said vacation period worked, at his option.

20.8: Listing of Vacation Schedules. The Employer shall cause a list to be prepared shortly after January 1st of each year indicating the earned vacation of each employee during the previous year. Said list is to make allowances for extended leaves of absence for whatever cause except duty incurred disability by deduction of one (1) day's vacation credit for each full month of leave; provided also that ten (10) months of service shall constitute full service for the purpose of this Article. The vacation schedule shall be posted on January 1st of each year for

the coming year. The Notice shall remain posted and be available until January 30th.

## ARTICLE 21 WORK DAY AND WORK WEEK

- 21.1: Hours of Employment. The standard work week, for employees not working the twelve (12) hour schedule, shall be forty (40) hours.
- 21.2: Work Schedule. The standard work schedule for employees will be designated by the Chief of Police. The twenty eight (28) day work schedule will be posted prior to the commencement of the work period that applies.
- 21.3: Regular shift schedules shall be 7 a.m. - 3 p.m., 3 p.m. - 11 p.m., 11 p.m. - 7 a.m.
- 21.4: It is further agreed that the Employer reserves the right to change the work day hours so long as it does not increase the total number of hours normally worked during the day or during the week, upon giving thirty (30) days notice to the Union.
- 21.5: Employees will be allowed to trade days off and shifts with the approval of the Chief of Police or his designee.

## ARTICLE 22 12 HOUR SCHEDULE

- 22.1: Employees shall be assigned to work a 12 hour shift schedule.
- 22.2: The Chief of Police, or his designee, shall arrange the shift schedule, including the assignment of personnel in accordance with the procedure presently in effect.
- 22.3: In converting to a 12 hour shift schedule, all time provided for in the contract shall be converted on an hour for hour basis, except as otherwise provided for in this Article.
- 22.4: The standard work schedule for employees will be established by the Chief of Police or his designee. The twenty-eight (28) day work schedule will be posted prior to the commencement of the work period that applies. The employer reserves the right to change an employee's work schedule upon 72 hours notice to that employee to accommodate training, special events and court, and also to accommodate circumstances which could not reasonably be foreseen by the employer at the time the work schedule was posted. "Unforeseen circumstances", by way of example and not limitation, would include events such as termination or resignation of an employee, serious illness, injury or death of an employee, or an emergency situation in which such a shift change is necessary to preserve public peace and safety.
- 22.5: The Employer also has the right to approve or deny an employee's request for time off.
- 22.6: Except as expressly stated herein, nothing in this provision shall be construed or interpreted as a limitation on the Management's Rights provisions contained in Article 1 of this contract, or on the Employer's right to establish work days and work hours as set forth elsewhere

in this contract.

22.7: Employees shall continue to be paid Holiday Pay at the rates and in the manner provided for in Article 19 of the Contract.

22.8: Employees who work the 12 hour shift shall be paid for the additional four (4) hours working during the two week cycle at the straight time rate for that pay period.

22.9: Employees who work the 12 hour shift shall receive time and one-half (1 ½) rate of their pay for all time worked over 12 hours.

22.10: Special assignments shall be designated and assigned on a case by case basis.

### ARTICLE 23 OVERTIME

23.1: Any hours worked in excess of the normal work day, and any hours worked in excess of the normal work week shall be paid at time and one-half. Overtime shall be allotted in increments of fifteen (15) minutes.

23.2: There shall be no pyramiding of overtime by an employee.

23.3: The Employer shall cause each affected department to maintain a proper list of overtime assignments so as to insure fair distribution of overtime among eligible employees. An employee refusing overtime shall be charged with that time as though worked.

23.4: No part-time hourly command officer shall be called for overtime to fill a full-time position when full time employees are available and willing to work.

23.5: The chief, deputy chief or inspector shall not be called upon to work overtime in place of a sergeant or lieutenant, except if the Employer cannot fill the position within the rank, in that event, the position shall be filled and manned in accordance with the established policy.

23.6: Late Time. Employees shall be docked for reporting late for work. Docking shall be in increments of fifteen (15) minutes.

### ARTICLE 24 EMERGENCY WORK

24.1: Call-In for Emergency Work. In the event any full time employee is called in to work an emergency, he shall be paid four (4) hours at time and one-half (1 ½) or all hours actually worked, whichever is greater.

24.2: Emergency work shall be according to classification. An employee asked to work out of his classification and refusing shall not be penalized for refusing work.

### ARTICLE 25 RESIDENCY

25.1: All employees shall be allowed to live in communities located within a 12 mile radius of the Township Hall. If a community is located within that 12 mile radius, the employees will be



permitted to live anywhere within the borders of that community. Employees, however, are not permitted to live outside of the United States (i.e., Canada).

## ARTICLE 26 SAFETY AND HEALTH

26.1: Responsibility. Both parties to this Contract shall hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

26.2: Safety Committee. Both parties to this Contract shall establish a Joint Safety Committee consisting of two (2) representatives of the Union, two (2) representatives of supervisory personnel and one (1) member of the Township Board, immediately upon ratification of the new Contract, and shall formulate a Code to include Safety Rules that would bring the Township into compliance with all state laws, rules and regulations applicable. Both parties agree to enforce such a code.

## ARTICLE 27 HOSPITALIZATION AND SICK BENEFITS

27.1: The Township shall provide medical and hospital coverage for employees and their immediate families which coverage shall be equal to Blue Cross and Blue Shield Preferred plans which provide hospital and medical service and a prescription rider with a \$3.00 deductible. The Township shall have the right to select the carrier for all plans so long as the plans are equal to or superior to the Blue Cross Preferred Plan. Employees shall also be allowed to select the M-Care P.O.S. Option in lieu of the coverage provided by the Township with the understanding that if the M-Care Option costs more than the coverage already provided, the employees electing the M-Care option shall pay the incremental difference.

27.2: The Employer will allow for a 6% increase in the average cost of the benefits to the Employer for the plan years 1997-1998 and 1998-1999. In the event that the average cost of coverage rises in excess of 6% in any one year, upon request of the Employer, this provision of the collective bargaining agreement shall be reopened and negotiations shall commence between the Union and the Employer regarding medical benefits in an attempt to bring the average cost of these benefits below the 6% ceiling. In the event that the Union and Employer cannot resolve the matter by negotiation, the issue will be submitted to binding arbitration for resolution.

27.3: Each employee shall certify in writing that they are not covered by another insurance carrier under a spouse, parent or guardian's insurance plan. Those employees covered under a separate insurance plan shall be required to choose either the Township plan or the separate insurance plan. No employee shall have double hospital/medical coverage. Provided, however, that in the event the employee's spouse or parent has a medical/hospital insurance plan which does not provide comparable benefits to that which is afforded to the employee and for which the employee's spouse cannot decline coverage because of the plan requirements, then and in that event, this provision shall be waived.

27.4: Employees who choose not to be covered by the medical/hospital insurance and who do not take out such insurance, shall be paid fifty (50%) percent of the employers net savings for each full insurance plan year for which they are not insured on a pro rata (per month) portion

thereof for the balance of the insurance plan year which is being discontinued. (The present insurance plan year is from July 1 to June 30). The employee shall be paid at the time of discontinuing the plan for the months which the insurance is discontinued for the employee.

27.5: Insurance Benefits for Retired Employees. Township will provide medical/hospital coverage for an employee and his/her spouse for each employee who meets the following qualifications at retirement:

- is at least 50 years of age with at least 25 years of service, or
- is at least 60 years of age with at least 15 years of service.

Township shall pay the monthly cost of medical coverage premiums, for each employee and his/her spouse until he reaches the age of 65. Thereafter, the Township shall contribute to the monthly premium for Medicare cost.

If the employee (or spouse) becomes employed elsewhere and has comparable medical coverage available through that other employer, then the medical coverage afforded by that employer or other source shall be accepted by the employee and the insurance made available herein shall be discontinued.

In the event the employee again becomes ineligible for insurance coverage from the other employer or source, then the employee shall be reinstated to the Township medical/hospital plan.

27.6: Disabled Employees. If an employee has a total duty related disability, the employer will maintain medical, dental and optical insurance for the employee, employee's spouse and dependent children under the age of 18, with the following conditions:

- A. "Total Disability" shall be defined as "The employee is completely unable to perform the material duties of any and every gainful occupation or employment for which the person is or becomes reasonably fitted by education, training or experience." The Township shall have the right to obtain an independent medical examination of any employee claiming a total disability provided the Township bears the cost of such an examination.
- B. If comparable insurance is available through any other source, the employee has to utilize the other insurance, in the same manner as provided for retirees under Section 27.5. Should the other insurance lapse, the employee, spouse and dependents would again become eligible for the plan.

27.7: Duty Related Death. The health insurance of an employee killed in the line of duty shall be continued for the employee's spouse and dependent children. The health insurance coverage for the spouse shall continue until such time as the spouse is eligible for comparable health insurance through another source, or becomes eligible to receive Medicare/Medicaid, whichever occurs first. The insurance coverage for a dependent child shall continue until the child attains his/her 18th birthday or is eligible for other comparable coverage, whichever occurs first.

27.8: In the event a mandated health insurance program is instituted, the parties hereto shall reopen the contract as to this issue only.

27.9: Dental. The Employer shall provide to each full-time employee the existing Dental Plan Coverage with a 50/50 orthodontic (rider limited to) a maximum lifetime limit of \$1,000.00, to apply to dependents up to the age of nineteen (19).

The Employer will provide one hundred (100%) percent for Class I (Diagnostic services, preventative services and palliative treatment).

27.10: Optical. The Employer will provide each full-time employee with the Family Optical Plan currently in effect.

27.11: Hearing Aids. The Employer will obtain and provide each full-time employee with the Blue Cross Blue Shield Hearing Care rider, or the equivalent.

27.12: Group Life Insurance and Sick Benefits. The Employer agrees to provide each full time employee in the bargaining unit with a fifty thousand (\$50,000.00) dollar Group Life Insurance Policy. Said policy shall contain a provision for double indemnity in the event of accidental death or dismemberment in accordance with the provisions of the insurance contract governing the scope of such coverage. In addition, the Employer shall provide each full-time employee with an accident and sickness disability policy whereby the employee shall be paid sixty-six and two thirds (66 2/3) of his base pay, up to a maximum of one hundred fifty (\$150.00) dollars for twenty six weeks for disability due to a non-employment injury or illness. Said payments shall commence on the first day in case of accident or hospitalization and on the eighth (8th) day in case of illness. Commencing six (6) months after the disability, employees are eligible for payment of sixty percent (60%) of salary up to a maximum of four thousand dollars (\$4,000.00) per month, payable to age 65. Provided, however, that the amount of the premium to be paid by the Employer to obtain such coverage shall not exceed five thousand dollars (\$5,000.00) per month to the Employer for the Department. The maximum would be offset by any other disability payment such as worker's compensation or social security and shall apply to both duty and non-duty disability. The benefits provided shall be controlled by the insurance policy language relating to such benefits, and in the event of any dispute, the insurance contract language shall prevail.

27.13: Full-time employee shall be entitled to utilize sick leave for all time not covered by sickness and accident benefits. Full-time employees shall be further entitled to use a pro-rata share of unused sick leave to be applied concurrent with sickness and accident disability insurance benefits so as to provide them with a full weekly pay until such time as the employee's sick leave is exhausted.

## ARTICLE 28 SICK LEAVE AND PERSONAL LEAVE

28.1: Sick Leave and Personal Leave

A. Sick leave shall not be considered a privilege which an employee may use at his or her discretion or as a supplement to vacation time, but shall be allowed only in case of actual sickness or disability of the employee or because of illness in his or her immediate family, as set out below. The Chief of Police will promulgate a policy and procedure relating to the use, scheduling and reporting of leave time, including sick and personal time.

B. Long Term Sick Leave. The Employer shall continue the Sickness and Accident

Insurance coverage as provided in Article 27, Section 27.12. In addition, that coverage shall be supplemented so that, including the payments for sickness and accident insurance coverage, an employee shall receive full pay for time off work due to verifiable personal sickness or accident equal to a period of two (2) months for each completed year of service with the Township to a maximum of eighteen (18) months of coverage. Employees with less than one (1) year of service shall receive a prorated share of sick leave. The period of a leave of absence shall not count as service time with the Township for purposes of determining the amount of an employee's sick time coverage. Once an employee has utilized sick time benefits, the employee has lost those benefits, and additional sick time must be earned through time worked after the employee's return from sick time. Sick time shall not be counted as service time in rebuilding the employee's coverage.

C. Short Term Sick Leave. Each employee shall receive a total of sixty (60) hours each year to allocate toward short term illness or injury, to be used in the manner specified below. All time which has not been used at the end of the calendar year shall be paid at the regular hourly rate. In order to equalize the time allotment between those employees working a 12 hour shift and those working an 8 hour shift, all short term sick leave shall be charged or paid as if the employee is working a 12 hour shift, e.g., an employee working an 8 hour shift who uses one short term day shall have 12 hours charged against his bank; conversely, an 8 hour shift employee who has one unused short term day remaining at the end of the calendar year shall be paid 12 hours at straight time. However, in no event shall any employee who uses 200 hours or more total sick time in any calendar year be paid for any unused "short term" time at the end of the calendar year.

D. Personal Business Leave

1) Each employee shall also be allowed 2 personal business days each calendar year, (i.e., 8 hours per incident for employees on the eight hour shift, or twelve (12) hours per incident for employees on the twelve hour shift). Personal business leave shall be requested 24 hours in advance. Personal business leave may also be requested upon less than 24 hours notice with the approval of the Chief or his designee.

2) An employee shall not be paid for unused personal business time, nor shall such time be carried over into a succeeding calendar year.

E. Charge Against Credits. An employee may utilize his or her sick leave as referenced in subsection (C) above for the following reasons:

Short Term Sick Leave.

(1) Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable control.

(2) Due to exposure to contagious disease as a result of which the health of others may be endangered by the employee's attendance on duty.

(3) Due to a verified illness or injury to a member of the employee's immediate family, if that family member resides in the household of the employee and if

circumstances are such that the family member requires the employee's personal care and attention. The term "immediate family" shall be defined as the spouse, children, parents, grandparents, brothers or sisters of the employee.

- (4) For male employees, to attend and assist at the birth of his own child.
- (5) To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability benefits or medical treatment.

It is understood that any time utilized under subsections E(3) and (4) above shall be deducted from the employee's allotment of "short term" time as provided in subsection (C). Nothing in subsection (E) shall be construed as creating or recognizing a "family sick" bank or any other separate allotment of sick time. It is the responsibility of the employee to supply verification of the nature and extent of any illness or incapacity of a family member for time off taken under (E)(3) above if requested by the Chief of Police or his designee.

Long Term Sick Leave. Long term sick leave, as referenced in section B above, may be utilized only for the purposes set out in E(1), (2), and (5) above.

F. Use of Time and Method of Reporting. The following procedures shall apply to the use and reporting of sick leave:

- (1) An employee shall receive full pay for time off without providing medical certification for a time period not to exceed two days, i.e., 16 hours per incident for employees working the eight hour shift or 24 hours per incident for employees working the twelve hour shift. Sick leave shall not be used in increments of less than one half day.
- (2) An employee absent for more than 16 hours per incident on the eight hour shift or 24 hours per incident on the twelve hour shift shall be required to produce evidence verifying the adequacy of the reason for his or her absence during the time for which leave is requested. Such evidence shall consist of at least a physician's certificate. Management shall reserve the right to require a medical examination or proof thereof, of all employees whenever a request for sick leave is made. In no event shall an employee have an unexcused absence of more than 16 hours on the 8 hour shift or 24 hours on the 12 hour shift.
- (3) All sick leave taken of whatever duration, shall first be charged against the 60 hour allotment of "short term" time referenced in section (C), up to a maximum of one day for the first occurrence and two days for each occurrence thereafter, regardless of whether the employee is working the 8 or 12 hour shift. All time shall be charged against the bank as set out in section (C). If an absence extends beyond two days per occurrence, the employee shall produce verification of illness or injury as required in subsection 2 above, in which case the balance of the absence may be charged against the long term bank. If an employee has exhausted his or her allotment of "short term" time, all requests for sick leave of whatever duration shall require verification for the remainder of the calendar year.

EXAMPLE: Assuming adequate time remains in the short term bank:

- a) Employee takes 1 day off due to illness (8 or 12 hour shift) = 12 hours charged against short term bank;
- b) Employee takes 2 days off (same incident) due to illness (8 or 12 hour shift) = 12 hours against short term bank for first occurrence; 24 hours for each occurrence thereafter;
- c) Employee sustains serious illness or injury, is absent 7 working days (8 or 12 hour shift) = first 12 hours charged against short term bank if first occurrence; 24 hours against short term bank if second or successive occurrence; the duration may be charged against long term bank assuming proper verification; balance of short term remains in bank.
- d) End of calendar year, employee has 1 short term day remaining in bank unused (8 or 12 hour shift), and has not used 200 or more hours of total sick time in that calendar year, employee to be paid twelve hours at straight time.

- (4) The Physician's Certificate shall be provided on the appropriate form issued by the department and shall be submitted in the manner established by department policy.
- (5) An employee absent from work for one of the reasons set forth in subsections E (1) - (5) above shall inform the department in the manner established by policy. Failure to properly report the absence at least one (1) hour prior to the start of his or her scheduled shift will be cause for denial of sick leave with pay for that day unless the employee can demonstrate that it was physically impossible for him or her to provide notification.
- (6) Management reserves the right to conduct reasonable investigations regarding an employee's use of sick time whenever a request for sick leave is made. This includes the right to refer an employee to an independent medical examination by a health care professional of the employer's choosing, as well as requiring the submittal of pertinent medical records or other documents generated or reviewed by the employee's health care professional. The employer shall pay all fees for any independent medical examinations it requests.
- (7) The employer may require further medical documentation, including medical examinations, every thirty (30) calendar days when an employee is on sick leave in excess of thirty (30) calendar days.
- (8) The employee may use other accumulated time (comp. time, personal days, vacation) to supplement sick time.

G. When it has been determined that an employee has violated the spirit and intent of the Sick Time or Personal Leave policies, the employee shall be subject to the following provisions:

- (1) All payments for Sick Time or Personal Leave taken in violation of the

approved uses shall be ordered reimbursed or deducted from the employee's future earnings.

- (2) Violation of the Sick Time or Personal Leave policy shall be grounds for disciplinary action, up to and including discharge.

H. Illness During Annual Leave. An employee who is ill for more than three (3) days while on annual leave, may, upon application to the Chief, have the duration of such illness charged against his sick leave reserve (long term) rather than against his annual (short term) leave, subject to the provisions in F(3) above. Notice of such illness must be given immediately to the Chief. Proof of such illness in the form of a physician's certificate shall be submitted to the Chief by the employee. The Chief may require additional verification, including an independent medical examination. The Chief shall then determine whether or not such application shall be granted.

28.2: Layoffs, Transfers, etc. All accumulated and unused sick leave days shall be credited to any employee recalled from a layoff, transferred or certified from another department without a break in service, appointed from a re-employment list, or returning from a leave of absence.

28.3: Listing Employee's Sick Time. By means of a quarterly report, the Employer shall make available to the Union a listing of the vacations and sick time of each employee.

#### ARTICLE 29 BEREAVEMENT LEAVE

29.1: An employee shall be allowed up to seven (7) calendar days, commencing with the date of death, as Bereavement Leave Days, not deducted from sick leave or personal leave, for a death in the immediate family. The term "immediate family" shall mean parents, adopted parents, step parents, spouse's parents, grandparents, grandparent-in-law, children, brothers, sisters, brother-in-law, sister-in-law, step sisters, step brothers, or spouse of the employee. All employees using Bereavement Leave shall provide written verification of the death of the member of the "immediate family".

#### ARTICLE 30 MISCELLANEOUS PROVISIONS

30.1: Wage Increase. January 1, 1997 through December 31, 1999 shall be as per attached Appendix attached hereto.

30.2: Military Service. Any employee entering the Military Service of the United States of America shall, upon the return from such service, be entitled to reinstatement in his job at the prevailing rate, provided reinstatement is within sixty (60) days of discharge. He shall suffer no loss of seniority for such periods of duty or for periods of military training.

30.3: Jury Service. An employee who is called for Jury Service shall be excused from work for the days on which he serves and he shall receive the difference between his regular pay and that paid for Jury Service. The employee shall present proof of service and the amount of pay received therefore.

30.4: Compensatory Time. Compensatory time may be given in lieu of overtime at the discretion of the employee. The use of compensatory time shall be scheduled at the discretion of the Chief. No employee shall accumulate more than 50 hours of compensatory time. All accrued compensatory time shall be paid upon separation at the rate at which it was accumulated. A schedule of the compensatory time available to each employee shall be provided to the employee at least on an annual basis.

30.5: Field Training Officer. The Employer shall pay, as additional compensation, to a command officer who is certified as a field training officer, an additional one (1) hour of pay for each 12 hours worked in the capacity of an F.T.O. by actually having a recruit assigned while on patrol, ½ hour pay for six (6) hours worked, and no additional compensation for less than six (6) hours worked.

### ARTICLE 31 ACCESS TO PREMISES

- 31.1: A. The Township agrees to permit the representatives of the Command Officers Association of Michigan and officers of the Local Union to enter the premises at any time for individual discussion of working conditions with employees provided that care is exercised by such designated representatives that they do not interfere with the performance or duties assigned employees.
- B. Such designated representatives shall advise the supervisor upon entering the premises.
- C. The Township shall also permit Local Union members to use the facility to hold their regular and special Union meetings provided such activity does not interfere with regularly scheduled Township business.

The Local President shall make arrangements in advance and be responsible for the building.

### ARTICLE 32 SHOW UP AND COURT TIME

32.1: Call In. If an employee is called to work early on a scheduled work day, he shall be paid a minimum of two (2) hours at time and one-half (1 ½). If an employee is called back to work after working a scheduled work day, then he shall be paid a minimum of four (4) hours at time and one-half (1 ½).

32.2: Court Time. Court time shall be compensated on the following basis for those employees appearing at court for official business while off duty:

- A. 33rd District Court
- (1) Employees appearing for contested matters, e.g., formal hearings,



informal hearings, evidentiary hearings, preliminary examinations and trials, shall be paid a minimum of three (3) hours at time and one-half (1 ½);

- (2) Employees appearing for non-contested matters, e.g., pretrials, signing complaints or signing on record, shall be paid a minimum of two (2) hours at time and one-half (1 ½).
- B. Driver License Appeal - Shall be paid a minimum of three (3) hours at time and one-half (1 ½).
- C. All other courts or hearing agencies - Shall be paid a minimum of four (4) hours at time and one-half (1 ½).

32.3: Any officer who is on long term disability or worker's compensation and who is collecting benefits for the same, shall appear for all scheduled court dates or administrative hearing dates as directed by the Court, Chief of Police or his designee, unless the nature of the illness/disability prevents him/her from doing so. An officer while collecting disability or worker's compensation shall not receive any additional payment for these appearances.

### ARTICLE 33 BULLET PROOF VEST

33.1: The Employer will furnish each command officer with a bullet proof vest. The Employer shall replace the vests within the warranty period; however, it is the responsibility of the employee to notify the Chief or Deputy Chief within a reasonable time prior to the expiration period. Employees may also furnish their own comparable vest and wear it.

### ARTICLE 34 MATERNITY LEAVE

34.1: An employee that is pregnant, and who does not wish to resign, may take a leave of absence. Said leave shall be called a "Maternity Leave", and must be applied for in writing to the Township Board. Included with said application shall be a doctor's certificate, certifying the pregnancy, estimating the delivery date, and providing an exact calendar date for the recommended start of leave.

34.2: An employee that is pregnant may use all her accumulated sick leave prior to taking her unpaid leave.

An unpaid maternity leave shall be granted without loss of seniority. An employee may be permitted to continue working if not in conflict with the date provided by her physician in paragraph 34.1 above, upon her written request accompanied by a statement from her physician stating in writing:

- A. She is physically able to continue with normal recurring duties of her job.
- B. Setting forth any restriction upon activity, provided they do not render her restricted from any normal recurring duty of her job classification.
- C. Providing an exact calendar date upon which maternity leave is recommended to

commence.

34.3: An employee's maternity leave shall terminate six (6) weeks post partum; unless a physician verifies that a longer confinement is necessary, provided that an employee may return sooner upon her written request accompanied by a written statement from her physician stating she is physically able to return to the normal recurring duties of her job without restriction. The employee, upon prior written application, may at the end of the maternity leave request a six (6) month unpaid leave of absence as a child care leave, which shall be granted only by Township Board approval.

34.4: Upon returning to work the employee shall have the right to return to the classification in the unit which she worked at the time her leave of absence was granted. The employee must produce a release from the doctor to return to work.

34.5: An employee who fails to return to her work at the termination of her pregnancy leave or any extension thereof, shall lose her seniority and her employment shall be terminated.

#### ARTICLE 35 SICK LEAVE WITHOUT PAY

35.1: If an employee is ill and does not have sufficient sick day credits to cover an absence from normal job functions due to illness, the employee may apply in writing for an unpaid leave of absence for up to a thirty (30) day period renewable for good cause shown by the employee, but not renewable for longer than three (3) months from the first date of illness. The Employer reserves the right before granting or renewing a leave of absence for illness to require authentication in writing from a physician of such illness.

#### ARTICLE 36 LEAVES OF ABSENCE

36.1: A leave of absence is a written authorized absence from work for more than thirty (30) calendar days at a time and without pay. A leave shall be granted, denied or extended in the exclusive discretion of the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his application. Only a permanent full-time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence.

36.2: Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.

36.3: In no event shall the duration of any leave exceed one (1) year, except upon specific approval of the Township Board for leaves of more than one (1) year.

36.4: All leave requests shall state the exact date on which leave begins and the exact date on which the employee is to return to work.

36.5: If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee may be terminated.

36.6: A leave may not commence or end upon the following days:

- A. The day before or the day following a holiday.
- B. The day preceding or following a vacation.

36.7: Failure to return to work on the exact date scheduled shall be cause for termination.

36.8: Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with Employer.

36.9: An employee shall be allowed to return to work prior to the expiration of his leave upon two (2) weeks written notice to the Employer.

36.10: Time absent on leave shall not be counted as time at work for any purpose except as hereinafter provided to the contrary.

36.11: Upon return of an employee from a leave of absence, he shall be re-employed at the same classification, to that which he did last and at the prevailing rate of pay for that job, if that job still exists.

#### ARTICLE 37 JOB INCURRED INJURY

37.1: The Employer agrees that any employee injured on the job, and under a doctor's care, shall be entitled to utilize his sick leave time for all time not covered by Worker's Compensation benefits. Full time employees shall be further entitled to use a pro-rata share of unused sick leave to be applied concurrently with Workers' Compensation benefits so as to provide him with a full weekly pay until such time as his sick leave is exhausted. The Employer shall continue to provide, at no cost to the employee, health and medical benefits for the employee (and spouse and dependents if applicable) at the level provided to active employees, for any period during which the employee is eligible for Workers' Compensation.

#### ARTICLE 38 UNION BUSINESS

38.1: The Local Union President or his delegate, is to be allowed time off Employer time for special Union business meetings that may arise. He will not be penalized for absence, nor shall his absence be charged to his sick or business time, provided it does not exceed three (3) full days in any one (1) given year. Additional time may be granted by permission of the immediate supervisor. The Union shall furnish the Employer with evidence of the conference or Union business that he is going to attend.

**ARTICLE 39**  
**PENSIONS**

39.1: The current pension plan which the Employer has shall be adopted as the Pension Plan of the employees covered under this Agreement. Any employee who is a participant in the Plan for twenty (20) months shall be entitled to receive the full vested contribution upon their termination of employment. The Employer will assist in expediting receipt of funds upon termination, except however the Employer's Contribution shall be increased as follows:

<u>1/1/97 - 12/31/97</u>	<u>15%</u>
<u>1/1/98 - 12/31/98</u>	<u>15%</u>
<u>1/1/99 - 12/31/99</u>	<u>15%</u>

39.2: Employees may make voluntary contributions to the plan.

**ARTICLE 40**  
**EDUCATIONAL CLASSES**

40.1: A. Purpose and Scope. This program is offered to encourage employees to improve their job skills, to increase their value to the Township and to assist them in preparing for future advancement with the Township.

The scope of the program does not include special seminars or "short courses" of a few days duration, which will continue to be considered on an individual and departmental training basis as in-service training.

B. General Provisions. The following provisions are established to govern the administration of the Township's Tuition Reimbursement Program:

- (1) Application for Tuition Reimbursement may be made by any employee who has completed his probationary period.
- (2) Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (e.g. internship, work study, independent study, GI Bill, scholarships, vocational, rehabilitation, etc.)
- (3) An application will be approved only for course work directly related to the employee's present job.
- (4) Reimbursement shall be made only for course work completed at accredited colleges and universities (North Central accreditation)

- (5) Reimbursement shall be limited to Six Hundred (\$600.00) Dollars per participant per Township fiscal year for credit courses, up to a maximum of Three Thousand (\$3,000.00) Dollars per year for the bargaining unit.
- (6) Reimbursement for tuition shall be according to the following schedule:
  - (a) 100% reimbursement for courses completed with "C" or higher or numerical equivalent (70 or above)
  - (b) 0% reimbursement for courses with a grade less than "C" (below 70)
  - (c) 0% reimbursement for courses not completed (e.g. drop, incomplete, audit, withdrawal)
- (7) Employees must submit an official school transcript showing final grade received. The employee shall be considered as having concluded a class when the term ends for which the school quotes the tuition fee.
- (8) Because funds for the Tuition Reimbursement Program are limited, priority shall be governed by the date and time that completed applications are received by the Chief of Police or his designee. Approval and reimbursement is contingent upon the availability of funds as budgeted by the Township, the employee's successful completion of the course, and adherence to the procedures and policies of the Program.
- (9) Expenses such as registration, books, lab fees, parking, mileage, etc., shall not be part of the Tuition Reimbursement program.
- (10) An employee shall attend classes on his own time and without compensation from the Township.
- (11) An employee must have prior approval of the Township Board for a course to receive reimbursement.
- (12) The employee shall be required to refund all money received under the program in the event the employee separates from the Township service within a three year period subsequent to completion of the course. Payment shall be in one lump sum to be deducted from the employee's final paycheck or reimbursed forthwith by the employee upon termination of employment with the Township.
- (13) An employee must apply for reimbursement within thirty (30) calendar days of receipt of the final grade in the course.
- (14) The Chief of Police shall submit through the Township Supervisor to the Township Board an annual report listing employees receiving tuition reimbursement, the name of all courses completed, and the dollar amount of reimbursement.

- (15) It is the Township's belief that the reimbursement benefit under this policy will be considered income by the Internal Revenue Service. Therefore, this benefit will be subject to the appropriate payroll taxes.

C. PROCEDURES

- (1) An employee who wishes to apply for tuition reimbursement from the Township shall obtain an application form from the Chief of Police. This application form must be completed by the employee and returned to the Chief of Police.
- (2) The application will be reviewed by the Chief of Police. If the application is approved by the Chief, it shall be forwarded to the Township Board for approval. If approved by the Board, then the employee shall be eligible for tuition reimbursement.
- (3) Within thirty (30) calendar days after successful completion of an approved course, the employee shall present to the Chief an official transcript of the course grade and credits as well as an appropriate receipt for tuition. This material will then be forwarded to the Board for review.
- (4) If the transcripts and receipts submitted to the Township Board are deemed acceptable pursuant to this policy, the Clerk shall process the employee's reimbursement.
- (5) All disputes regarding this Tuition Reimbursement Program shall be submitted to the Township Board. The decision of the Board shall be final and binding on all parties.

ARTICLE 41  
LINE OF DUTY FUNERAL

41.1: Employer will pay funeral expenses, up to \$10,000.00, for an employee killed in the line of duty.

ARTICLE 42  
OUTSIDE EMPLOYMENT

42.1: Outside employment will be permitted in accordance with department policy to be promulgated by the Chief of Police.

ARTICLE 43  
PART-TIME TO FULL-TIME

43.1 Whenever a vacancy occurs in a full-time position the Employer will seek to fill the position from the part-time employees before hiring outside of the bargaining unit. The part-time employees must nevertheless meet all the qualifications required for the position in accordance with the Employer's present hiring practice.

ARTICLE 44


**TERMINATION**

44.1: This Contract will continue in full force and effect until 11:59 p.m. on December 31, 1999.

If either party desires to terminate this Contract, it will, not less than ninety (90) days prior to termination date, give written notice of termination. If neither party gives notice of amendment as hereafter provided, or if each party giving a notice of termination withdraws the same prior to the termination date, this Contract, including this Article, will continue in effect from year to year thereafter.

44.2: If either party desires to modify, revise, add to, or amend this Contract, it will, not less than ninety (90) days prior to the termination date, given written notice. This Agreement shall continue in effect until a successor agreement is negotiated.

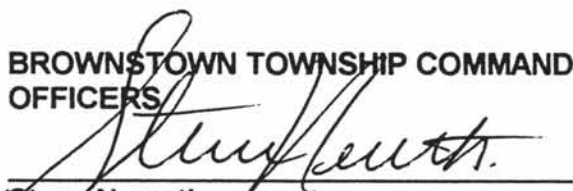
**COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN**

  
\_\_\_\_\_  
Gerald Radovic  
Business Agent

**CHARTER TOWNSHIP OF  
BROWNSTOWN**

  
\_\_\_\_\_  
W. Curt Boller  
Supervisor

**BROWNSTOWN TOWNSHIP COMMAND  
OFFICERS**

  
\_\_\_\_\_  
Steve Nemeth  
President

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APPENDIX "A"

PAYROLL DEDUCTION AUTHORIZATION

FOR THE \_\_\_\_\_  
(Name of Department)

ATTENTION: PAYROLL DEPARTMENT

BY: \_\_\_\_\_  
Last Name                      First Name                      Middle Name

EFFECTIVE: \_\_\_\_\_, 19\_\_\_\_

I hereby request and authorize you to deduct from my earnings at least once a month each month an amount established by the Union as monthly dues service fees. The amount deducted shall be paid to:

COMMAND OFFICERS ASSOCIATION OF MICHIGAN - COAM  
Current Address: 28815 West Eight Mile Road  
Suite 103  
Livonia, MI 48152

SIGNATURE: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Number Street                      City                      Zip

Telephone Number: \_\_\_\_\_



APPENDIX "B"

LETTER OF UNDERSTANDING

SENIORITY

1. Police Department

All full-time command officers who are employed as of January 1, 1985 shall have a seniority date based upon the employee's original date of hire. All part-time command officers who are employed as of January 1, 1985 shall, upon being promoted to a full time position, have a seniority date based upon the employee's original date of hire. The new seniority date will not require the Employer to grant any retroactivity as to wages or fringe benefits, but will be applicable with the effective date of this contract.

Any part-time command officers hired after January 1, 1985 shall have a seniority date as of the day they are promoted or hired into a full-time position.

APPENDIX "C"

WAGES

Command Officers 3% - 3% - 3%

Differential Adjustment

Sergeants:	1997 (1%)	1998 (1%)	1999 (1%)
Lieutenants:	1997 (0%)	1998 (1 ½%)	1999 (3%)

Base Salary

	<u>1997</u>	<u>1998</u>	<u>1999</u>
Sergeants:	\$45,878	\$47,254	\$48,671
Lieutenants:	\$49,277	\$50,755	\$52,277

Total Compensation (with Differential)

	<u>1997</u>	<u>1998</u>	<u>1999</u>
Sergeants:	\$46,323	\$48,175	\$50,102
Lieutenants:	\$49,277	\$51,494	\$54,583

Wages and pension will be paid retroactive to 1/1/97 on all hours compensated.

CLEANING ALLOWANCE - FULL-TIME ONLY

Command Officers \$300.00 per year, to be paid semi-annually to the employee

APPENDIX "D"

**MEMORANDUM OF UNDERSTANDING**

It is agreed that The Charter Township of Brownstown and COAM shall have Burnham and Flowers review the projected pensions of officers to be identified by COAM, to determine the feasibility of providing an annuity or other type of supplement to their respective pensions to assure that they will receive a pension equal to fifty percent (50%) of their final projected base salary at normal retirement age (55 years) in the event the current contributions will not provide this benefit.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on this 2<sup>nd</sup> day of JANUARY, 1998.

Command Officer's Association of Michigan

By: [Signature] Pres.  
By: [Signature]

Charter Township of Brownstown

By: WC Bolter  
By: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

APPENDIX "E"

LETTER OF UNDERSTANDING

It is hereby agreed and understood between the Charter Township of Brownstown and the Command Officers Association of Michigan as follows:

The medical insurance buyout as provided for in the collective bargaining agreement (Section 27.4) shall be administered as follows:

1. An employee who elects the insurance buyout shall notify the Township Clerk, in writing, at least fourteen (14) days prior to the commencement of the insurance plan year. (The present insurance plan year begins July 1).

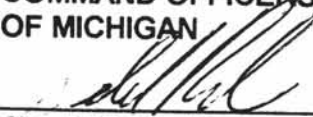
2. The cash amount of the buyout will be determined on the basis of the Employee's plan status at the time the election is made (e.g., whether the employee has single, married or full family coverage).

3. The amount of the buyout will be paid in a one-time lump sum for that plan year, and the amount to be paid will neither increase nor decrease during the plan year, subject to the exception in paragraph below (e.g., an employee who is married but has not children at the time of the buyout is elected will be paid according to that status, but no additional money will be paid during that plan year if the employee and his or her spouse have child during the plan year).

4. An employee who elects the buyout reserves the option to be reinstated to the Township medical/hospital plan during the plan year to the extent permitted and under the terms set forth by the carrier; however, in that event the employee must reimburse the Township, on a pro-rata basis, buyout funds received. Likewise, an employee who elects the buyout but who resigns or is terminated during the plan year is required to reimburse the buyout funds to the Township on a pro-rata basis.

5. This letter of understanding applied only to the Section 27.4 buyout provision. The Township will draft an appropriate form, to be approved by the Union and signed by the employee electing the buyout, to implement the terms of this agreement.

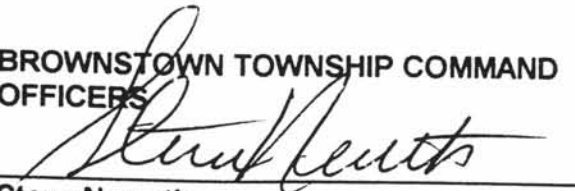
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