

4430

12/31/2001

**AGREEMENT**  
**between**  
**CHARTER TOWNSHIP OF CANTON**  
**and**  
**CANTON POLICE CAPTAIN'S ASSOC.**  
**POLICE OFFICER'S LABOR COUNCIL**

**01/01/99 TO 12/31/01**

*Canton Township*

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## **ARTICLE 1 - AGREEMENT**

1.1 This agreement, entered into this 17<sup>th</sup> day of February, 1999, between the Charter Township of Canton, (hereinafter referred to as the "Employer" or the "Township") and the Canton Police Captain's Association, represented by the Police Officer's Labor Council (hereinafter referred to as the "Union").

## **ARTICLE 2 - PURPOSE AND INTENT**

2.1 The purpose of this agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the residents and businesses of Canton Township, the Employer, the employees and the union, and to provide an orderly, fair and equitable means of resolving differences between the respective parties.

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

2.3 While the gender referred to in various sections of this agreement are written in the masculine, the intent of the agreement is emphatically applied equally to both sexes.

## **ARTICLE 3 - RECOGNITION**

3.1 The employer recognizes the Police Officer's Labor Council as the exclusive bargaining representative for all full time Captains in the Canton Township Police Department, excluding the Public Safety Director and excluding all other employees of the Township, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement.

## **ARTICLE 4 - UNION SECURITY**

4.1 Employees covered by this agreement at the time it becomes effective, and who are members of the union at the time, shall be required as a condition of continued employment to either continue membership in the Union for the duration of this Agreement or pay a service fee equal to the regular monthly dues for the duration of this Agreement.

4.2 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 either become members of the union or pay a service fee equal to the regular monthly dues for the duration of this Agreement, on or before the thirtieth day following such effective date.

4.3 Employees hired, rehired, reinstated, or transferred into the bargaining and covered by this Agreement shall be required as a condition of continued employment to either become members of the Union or pay a service fee equal to the regular monthly dues for the duration of this agreement, on or before the thirtieth day following the beginning of their employment in the unit shall reimburse

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the Employer for any amounts deducted from any employee's pay and paid to the Union by the Employer that the Employer is subsequently required to repay to the employee.

4.4 An employee who shall tender the periodic dues or service fee be deemed to meet the conditions of this Article.

4.5 Employees shall be deemed to be in compliance with this Article if they are not more than forty (40) days in arrears in payment of membership dues or service fees.

4.6 The Employer shall be notified, in writing, by the Union, or any employee who is sixty (60) days in arrears in payment of membership dues or service fees. In this notification, the Union shall request that the employee be terminated by the Employer. The Employer will then notify that employee in writing within seven (7) days, stating that if the employee does not pay the amount in arrears, within fourteen (14) days from the date notice is sent to the employee, the employee will be discharged upon the expiration of the fourteen (14) day period. This discharge shall be subject to the grievance procedure set forth in this collective bargaining agreement. This section shall apply only to employees on active payroll.

**ARTICLE 5 - CHECK-OFF OF UNION DUES AND SERVICE FEES - EMPLOYEES  
AUTHORIZATION, REVOCATION**

5.1 The Employer will deduct from the pay of each employee covered by this Agreement membership dues or service fees, provided that at the time of such deduction there is in the possession of the Employer a written assignment executed by the employee.

5.2 The form shall include the following language:

"The assignment shall become effective upon receipt by the Township in accordance with its terms and shall remain in effect for the duration of this collective bargaining agreement; provided, however, that any employee shall have the right to revoke his assignment by written notice, signed by him and received by the Employer by registered mail not more than five (5) days prior to the stated expiration date of this agreement."

5.3 The Employer will deduct current membership dues and service fees, and assessments which are a uniform requirement of all employees. The deduction shall be made from the employee's pay in a calendar month. If the employee has no pay coming for such pay period, such dues shall be deducted from his pay in subsequent pay periods in such calendar month.

5.4 The Employer will deduct from the pay of the employees in any month only the Union membership dues or service fees becoming due and payable in the month.

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5.5 All such sums deducted shall be remitted to the Police Officer's Labor Council not later than fifteen (15) working days following the last day of the calendar month in which such deductions are made.

5.6 The Union will notify the Employer in writing of any changes of dues or service fees thirty (30) days prior to the effective date of such changes.

5.7 The Union agrees to save and hold harmless the Employer from any damages resulting from the enforcement of the provisions of this Article. In the event any action or claims are commenced against the Employer to recover such sums deducted under this Article, the union shall reimburse the Employer for any amounts deducted from any employee's pay and paid to the Union by the Employer that the Employer is subsequently required to repay to the employee.

**ARTICLE 6 - REPRESENTATION**

**6.1 Bargaining Committee**

The employees shall be represented by a bargaining committee of not more than two (2) employee members with the approval of the Public Safety Director. This bargaining committee shall be charged with the duty of negotiating contracts. The members of the bargaining committee may negotiate during duty hours without loss of pay, provided that this does not result in the Township paying overtime to any employees. The members of the bargaining committee shall not receive any overtime or compensatory time for such activities. This committee shall be selected in any manner determined by the Union. A P.O.L.C. representative shall be chairman and spokesman of this committee.

**6.2 Grievance Committee**

The Employer shall recognize a grievance committee consisting of not more than one (1) member. The member of the Grievance Committee shall be allowed to investigate grievances and/or represent an employee during his duty hours. The member of the Grievance Committee shall not receive any overtime or compensatory time for such activities. The Grievance Committee member in the performance of grievance duties will be permitted to leave his assigned work, at reasonable times and with prior approval from the Public Safety Director or his designated representative. Permission for the Grievance Committee member to leave his assigned work will not be unreasonably withheld.

**6.3 Notification to Employer of Union Representatives**

The Union shall notify the Public Safety Director in writing of the names and titles of its representatives. No representative will be permitted to act as such until the Public Safety Director is advised in writing that the person has become a representative.

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**6.4 Special Conferences**

Special conferences for matters of importance will be arranged between the chairperson and/or Police Officer's Labor Council and the Employer, or its designated representatives, upon the request of either party. Such meetings will be between the representatives of the Employer and not more than two (2) representatives of the union. No more than one (1) employee representative shall be allowed to attend special conferences during his duty hours. This employee representative shall receive no overtime or compensatory time for such activities. Arrangements for such special conferences shall be made in advance and a written agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested in writing. Matters taken up at special conferences shall be held at time mutually agreeable to the parties. This meeting may be attended by representatives of the Police Officer's Labor Council.

**6.5 No Discrimination Against Employees**

The Employer agrees that there shall be no discrimination against any employee because of his membership in the Union or because of his acting as an officer or in any other capacity on behalf of the Union.

**6.6 Guarantee of Rights**

The Employer agrees that it shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political beliefs and activity, or for union activity.

**6.7 Right To Union Representation**

Any employee called before a supervisor or an official of the Employer, and who reasonably believes that discipline may result from this meeting, has a right to have a Union representative present. The Employer will give the employee reasonable time to make arrangements to have the Union representative made available. The Union representative will only be paid if he is called and represents an employee during the Union representative's regular duty time, and this Union representative shall receive no overtime or compensatory time for such activities.

**ARTICLE 7 - UNION ACTIVITIES**

7.1 Employees shall have the right to join the union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiations, or other mutual aid and protection, to express or communicate any views, grievances, complaints or opinions related to the conditions of public employment or betterment of police officers, all free from any and all restraint, interference, coercion, discrimination, or reprisal, or so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or with the efficient operation of the Department.

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7.2 Officers and other representatives of the Union shall be afforded a reasonable time during the regular working hours, without loss of pay, to fulfill their Union responsibilities, including the processing of grievances and administration and enforcement of this Agreement. Arrangements for taking such time will be made with the Public Safety Director or his designated representative. A request for such activities will not be unreasonably withheld taking into consideration the efficiency of the department. No overtime compensation will be paid for such time.

7.3 Officers of the Union or their representatives shall be allowed to attend, with no pay, the P.O.L.C. State Union Convention for not more than two (2) days, provided sufficient notice of at least thirty (30) calendar days is given to the Public Safety Director or his designated representative so that replacements may be scheduled. Delegates to this convention may use PTO or excused sick time to attend this convention, it being understood that not more than two (2) delegates will utilize this leave provision. It being further understood that delegates may "trade" days to attend such activities provided the Public Safety Director or his designated representative is notified forty-eight (48) hours in advance that the delegate is trading off with an equally qualified employee.

**ARTICLE 8 - AID TO OTHER UNIONS**

8.1 The Employer shall not enter into any agreement with members of this bargaining unit individually or collectively or with any other organization which in any way conflicts with the provisions thereof.

8.2 Employees may belong to other organizations, but not as a condition of employment with the Employer, nor may such other organization represent any member of this bargaining unit with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of the Union.

**ARTICLE 9 - MANAGEMENT RIGHTS**

9.1 Nothing in this agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

9.2 The Employer retains the sole right to manage its affairs, including but not limited to, the right to plan, direct, and control its operations and work force; to make work assignments; to determine the location of its facilities; to decide the hours of work; to decide the types of services it shall provide, including the scheduling and means of providing such services; to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its departments and operations; to promulgate reasonable work rules, to hire, lay-off, assign, transfer and promote employees according to this agreement; to determine the starting and quitting time, work schedules and the number of hours to be worked; the number of composition of the work force; to determine qualifications of its employees and standards of performance; to discharge and discipline employees

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for just cause; to classify positions; to direct the work force; and to take necessary actions in emergency situations.

9.3 The Township and the Union will negotiate, as required by law, prior to the Township subcontracting any bargaining unit work.

9.4 In exercising the above right, the Employer agrees not to violate the terms of this Collective Bargaining Agreement.

**ARTICLE 10 - GRIEVANCE PROCEDURE**

10.1 The following procedure shall be used to adjust, settle and dispose of employee complaints.

10.2 Step 1 - Any employee who feels aggrieved shall present his grievance within five (5) working days of its occurrence, or knowledge thereof, to the Public Safety Director. He may request his steward. In such event, the Public Safety Director will allow the employee to get the steward without unreasonable delay. If discussion between the employee, steward, and the Public Safety Director fails to settle the matter, it will then be reduced to writing and presented to the Public Safety Director for his written, dated, signed disposition. The Public Safety Director will acknowledge receipt of the grievance by signing for it. This disposition must be returned within five (5) scheduled working days of receipt of the written grievance.

10.3 Step II - If the Public Safety Director's answer is not satisfactory, the grievance shall be presented to the designated Township representative within five (5) scheduled working days after the Public Safety Director's answer is due. The designated Township representative shall within ten (10) scheduled working days meet and discuss the grievance with the Grievance Committee and/or the aggrieved employee. Within five (5) scheduled working days after such meeting, the designated Township representative shall answer the grievance in writing to the Union.

10.4 Step III - If after reviewing the grievance the union feels the answer is not satisfactory, it may within fifteen (15) scheduled working days after the answer is due, and by written notice to the Employer, request arbitration. Should the parties fail to agree upon an impartial arbitrator, then within a reasonable period of time, not more than ten (10) scheduled working days after the request for arbitration, a request for a list of arbitrators will be made to the Federal Mediation and Conciliation Service (FMCS), Michigan Employment Relations Commission (MERC), or the American Arbitration Association (AAA) by the Union. The parties will be bound by the rules and procedures of the arbitration service selected in the selection of the arbitrator. Nothing shall preclude the parties from attempting to settle this dispute after request for arbitration has made.

10.5 The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

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10.6 The power of the arbitrator stems from this agreement, and his function is to interpret and apply this agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from or modify any terms of this agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union, the employees, and the grievant.

10.7 Resort to the grievance procedure shall be the sole and exclusive method of "due process" and redress available to all members of the bargaining unit in regards to all matters of application and interpretation of this agreement, including but not limited to all matters of discipline, discharge, layoff and promotion. Bargaining unit members shall have no right of appeal to the Township Merit System Commission.

10.8 The costs for the arbitrator's services, including his expenses shall be borne equally by the parties. Each party shall pay for its own expense.

10.9 When used in this Article, the terms "working days" and "scheduled working days" mean the Employer's regularly scheduled Monday through Friday business days, excluding any holidays observed by the Employer.

10.10 No claims, including claims for back wages, by an employee covered by this agreement or by the Union against the Employer shall be valid for a period of more than seven (7) working days prior to the date the grievance was first discussed (Step 1), unless the circumstances of the case were unknown by the employee or the Union, as the case may be, and that he, or the Union, had grounds for such claim prior to the discussion in which case the claim shall be limited retroactively to a period not to exceed fourteen (14) calendar days prior to the date the employee, or the Union, first processed the grievance.

10.11 Time limits between the various steps may be waived and/or extended by mutual written agreement. If either party fails to comply with the time herein, the grievance will be considered settled in favor of the last moving party, without precedent. All settlements shall be final and binding upon the Employer, the Union, the employees and the grievant.

**ARTICLE 11 - DISCHARGE AND DISCIPLINE**

11.1 It is agreed that the maintenance of fair discipline is essential to the satisfactory operation of this department. The Employer agrees that in carrying out this function, no one will be disciplined except for just cause. However, probationary employees, defined for this Article as new hires serving their original probationary period, may be disciplined or discharged by the Employer, in its complete and total discretion, at any time during their probationary period. Just cause need not exist for the discipline or discharge of such probationary employees.

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11.2 - Types of Discipline

Disciplinary actions shall include only the following:

- (a) Written reprimands (excludes written directions from a Department Supervisor)
- (b) Suspension
- (c) Demotion
- (d) Discharge

11.3 - Discipline Action Procedure

(a) When the possibility of disciplinary action is believed to exist, the employer shall be entitled to have his steward present at all stages of the disciplinary process.

(b) Those charges and specifications which give cause to such discipline or discharge shall be reduced to writing by the supervisor recommending the disciplinary action to the Public Safety Director.

(c) Such charges and specifications shall cite the specific section(s) of Departmental Rules and Regulations which the employee is alleged to have violated, and a copy will be given to the employee in writing.

(d) Prior to the taking of any disciplinary action, the Public Safety Director shall conduct an informal disciplinary hearing. At this hearing, an explanation of the Employer's evidence will be presented. The accused employee shall be afforded an opportunity to present any evidence in his defense during this hearing.

11.4 - Criminal Complaints or Charges

Whenever a criminal complaint or charge is brought against an employee of the bargaining unit and such crime is an offense under state or federal law or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for obtaining statements in connection with said complaint.

(a) The employee shall be given a written summary of the charges against him.

(b) Before the employee is interviewed or required to make any statement, he shall be allowed the opportunity to obtain the advice of counsel and/or the union representative and to have such representative present at the interview.

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(c) Any order to make a statement shall be a written order. Failure to obey such order shall constitute grounds for disciplinary action by the Employer.

(d) The order and the statement shall be considered a private record and shall not be made available except under judicial subpoena to any other agent or agency without the consent of the employee.

(e) Nothing in the foregoing procedure shall limit the right of the Employer to use such statement for disciplinary purposes.

**11.5 - Internal Investigation/Re-assignment**

The Employer may at its discretion reassign an officer to another position within the Police Department, or relieve the officer from duty with pay, during an internal investigation.

11.6 All grievances involving a written reprimand, suspension, or discharge shall be filed in writing with the Public Safety Director or his designated representative within five (5) working days, exclusive of premium pay working days, after the reprimand, suspension, or discharge is given in writing. If the employee fails to file a grievance within this time limit, the penalty shall stand as final and binding.

11.7 When any disciplinary action has been taken by the Employer against the employee, the Union shall be given a written copy of the action taken.

11.8 Upon request of the Union, the Employer shall supply a copy of the employee's disciplinary record. Resort to the grievance procedure is the only method of "due process" available to members of the bargaining unit in regard to labor agreement matters. Bargaining unit members shall have no right to appeal to the Township Merit System Commission.

11.9 An employee shall be allowed to review his personnel record, as such record is defined in the Bullard-Plawecki Employee Right To Know Act (MSA 17.72(1) et. seq.), by making written request to the Personnel Director. A representative of the Union may review the employee's personnel record if provided with written authorization from the affected employee.

11.10 In imposing disciplinary penalty on a current charge, the Employer shall not take into account any prior infraction which occurred more than two (2) years previously in assessing penalties except that serious infractions, such as, but not limited to theft, assault, intoxication or insubordination, may be considered for a period of seven (7) years.

11.11 Before any changes are implemented in the Department's disciplinary policy, the Employer agrees to meet and discuss such changes with the Union.

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**ARTICLE 12 - SENIORITY**

12.1 Seniority is defined as the employee's record of employment since his last date of hire with the Canton Township Police Department in a full-time permanent position. Seniority shall be determined first by the employee's rank, second by the date of rank, and finally by the employee's last date of hire in a full-time permanent position in the Canton Township Police Department.

12.2 Differences will be made between an employee's seniority in the department and his anniversary date for purposes of vacation, longevity, sick time, and other benefits. The employee's anniversary will be the date on which he was originally hired by the Township. His seniority date in the department will be the date he was first hired or transferred into the Police Department in a full-time permanent position.

12.3 Loss of Seniority - Seniority shall be broken and forfeited if an employee:

- (a) Resigns or retires
- (b) Is discharged and the discharge is not reversed
- (c) If he is absent for three (3) days without notifying the Employer
- (d) Fails to return after recall
- (e) If he is laid off for a period equal to his seniority at the time of layoff or four (4) years, whichever is shorter
- (f) Separation upon settlement covering total disability
- (g) Failure to return any leave of absence as defined in this agreement, or failure to notify the Public Safety Director concerning inability to return from any leave or leave of absence as defined in this agreement

**ARTICLE 13 - LAYOFFS AND RECALLS**

When there is a definite reduction in force in any rank in the Police Department the following shall govern:

13.1 Employees to be laid off shall be given at least seven (7) calendar days prior notice.

13.2 Probationary employees and new hires within the rank affected by the reduction in force shall be laid off in reverse seniority order.

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13.3 If it is necessary to lay off additional employees within the rank affected by the reduction in force, they shall be laid off in reverse seniority order within rank.

13.4 No bargaining unit employees will be hired and no employees will be promoted to bargaining unit positions until all laid off bargaining unit employees have had an opportunity to be recalled and/or returned to the position held prior to the layoff.

13.5 An employee subject to layoff, who so requests, shall in lieu of layoff, be demoted by seniority to the next lowest rank.

13.6 The parties recognize that these procedures may require bumping between bargaining units.

13.7 In the event of a recall, the member with the highest amount of seniority shall be reinstated or called back first. It is understood that in layoffs and recalls, the affected individual must be qualified to perform the work required. During said layoff period, a member's seniority shall not accumulate.

13.8 It is further understood and agreed that a laid off employee's right to recall shall continue for a period of time equal to his seniority at the time of layoff. In the event there is no recall within said period, his seniority shall be broken and forfeited.

13.9 Notice of recall shall be sent by registered mail, with a copy furnished to the Union Steward, to the employee at his last address as officially recorded with the Employer. The employee shall be responsible to respond to the recall notice within a period of fourteen (14) calendar days. The requirement for a fourteen-day response shall be relaxed only in the event that the employee's failure to contact the employer is legitimately beyond his control .

**ARTICLE 14 - PROMOTIONS**

14.1 Once an employee is promoted to Police Captain, the selected individual will serve a one (1) year probationary period during which he will perform the duties of Police Captain. If at the end of this one (1) year period the employee can adequately perform the duties, he will be permanently raised to this position. If it is determined by the Employer in its discretion, anytime during this one (1) year period that the employee cannot perform the duties, he will be returned to his prior position.

**ARTICLE 15 - LEAVES OF ABSENCE**

15.1 Requesting Leaves of Absence

Upon application to the Public Safety Director with at least ten (10) working days advance notice, a leave of absence may be granted, without pay, to employees for up to thirty (30) work days. Requests for more than thirty (30) work days may be granted but only upon approval of the

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Township Supervisor. No employee may work at a different job, for a different employer, while on a leave of absence unless clearly stated in the approval or provided for in the leave. Leaves of absence may be granted by the Township in its sole discretion.

15.2 Reasons for Leave

Leaves may be granted for the following reasons, which are not all inclusive:

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and applicable legislation, may attend a recognized university, trade school or technical school for a period not to exceed one year. Written proof of school attendance must be submitted at the expiration of each semester.

(b) Sick Leave. Any employee known to be ill, supported by satisfactory medical evidence, may be granted sick leave, without pay, for a period equal to his seniority at the time the leave is granted or two (2) years, whichever is less. All sick leaves shall be subject to such verification as the Employer may see fit to require, including an examination at any time by a physician designated by the Employer. The Employer shall pay the examination fee.

(c) For National Guard or Military Reserve duty. The Employer shall make up the difference in pay for a maximum of two (2) weeks per calendar year.

(d) Pregnancy Disability Leave.

A. Any employee who is unable to perform her duties safely and efficiently because of pregnancy may be placed on sick leave. This determination will be made by the employee's physician. However, the Employer may require an examination by a physician of its choosing prior to approval of the leave.

B. A sick leave of absence due to pregnancy will be granted for only that period of time the employee is certified as being unable to work due to pregnancy disability. At the end of this period, the employee must return to work or the employee will be considered as having voluntarily resigned her position.

C. Upon termination of the pregnancy, the employee must notify the Employer of her expected return to work date. The Employer may periodically require a statement from the employee's physician regarding her physical condition and expected return to work date. If there is some question as to the employee's ability to return to work, the Employer may require the employee to have a physical examination from a physician chosen by the Employer.

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D. An employee on a sick leave due to pregnancy shall receive the same benefits as an employee on any other sick leave.

E. The job of an employee on an approved sick leave of absence will remain open until the employee returns from the leave or notifies the Employer that the employee will not return to work.

F. A leave of absence for child care may be granted upon request for a period not to exceed two (2) years.

**15.3 Returning From Leaves of Absence**

When returning from any leave of absence, it shall be the obligation of the employee to notify the Employer at least three (3) working days before his return to work.

**15.4 Extensions Of Leaves Of Absence**

Requests for extensions of leaves of absence must be made at least fifteen (15) calendar days prior to the termination of the original or extension thereof. The Employer agrees to give an answer, granting or denying the request for extension, at least five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.

**15.5 Copies of Leaves of Absence**

The Union will be given copies of leaves of absence when granted.

**15.6 Seniority During Leaves**

Seniority shall continue and accumulate during approved leaves, except that such accumulation shall not exceed the amount of seniority the employee has at the time the leave was granted or two (2) years, whichever occurs first. No fringe benefits shall be continued or granted during the term of the leave of absence except as otherwise indicated in this agreement. If an employee is on an approved leave during his probationary period his seniority shall continue and accumulate as described above; but his probationary period shall be held in abeyance during the leave and shall be continued following return from the leave and will be based on actual time worked.

**15.7 Economic Benefits During Approved Sick or Disability Leaves**

During approved sick or disability leaves, the Employer shall continue to provide health, accident and life insurance only, for a period not to exceed the length of the approved leave. After the employee is off duty on an approved sick or disability leave for thirty (30) days, all other fringe

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benefits shall be discontinued during the remaining term of the leave and shall be prorated upon the employee's return to work.

The Employer shall not provide any economic benefits for any other types or categories of leave, including, but not limited to, education, and military leaves.

**15.8 Family and Medical Leave Policy**

An employee who receives leave under the Family and Medical Leave Act (FMLA) shall be covered by the Township's current FMLA policy in addition to all relevant sections of the collective bargaining agreement between the parties.

**ARTICLE 16 - GENERAL PROVISIONS**

**16.1 Work Rules**

The Employer reserves the right to publish fair and reasonable work rules from time to time. These rules shall become effective within five (5) calendar days after publication. The Union reserves the right to challenge the reasonableness of any work rule through the grievance procedure.

**16.2 Residency Clause**

The Employer agrees that all employees on its roll as of the effective date of this agreement will not be required as a condition of employment to be residents of the Township now or in the future. However, they should live within a reasonable distance of the Township. The Employer reserves the right at its option to make residency a condition of employment for future employees.

**16.3 Strike Prohibition**

The Employer agrees that it will not lock out employees during the term of this agreement. The Union and the members of the bargaining unit shall not engage in or sanction any strikes, sit downs, stay-ins, slow-downs, stoppages or delays or any nature during the term of this agreement.

**16.4 Rules and Regulations**

This agreement shall supersede any rules and regulations inconsistent herewith except as provided herein. Insofar as any provision of this agreement shall conflict with any ordinance or resolution of the Township, the agreement shall prevail, except as provided herein.

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16.5 Copies of Agreement

Copies of this agreement shall be distributed by the Employer to all members of the bargaining unit. Distribution shall be made within thirty (30) days after ratification by both parties.

16.6 Parking

Suitable parking facilities for employee automobiles shall be provided at the police station.

16.7 Repayments

An employee shall immediately repay all overpayments made to him. This repayment shall be made either in one lump sum or in payroll deductions over the same length of time as the overpayment was made, at the employee's option.

**ARTICLE 17 - HOURS OF WORK**

17.1 Hours of Work

The normal and regular work week is Sunday through Saturday with a total of forty (40) hours. The normal and regular workday shall be eight (8) hours. The normal and regular work year shall be two thousand eighty (2080) hours.

17.2 Lunch Periods

Each employee shall have a thirty (30) minute paid lunch period during each tour of duty. This lunch period shall not interfere with his duties.

17.3 Premium Pay

(a) Time and one half will be paid for time worked over eight (8) hours per day.

(b) Time and one half will be paid for time worked over forty (40) hours per week.

17.4 Overtime will be kept in a separate bank which will be available only for cashout, not for time off. An employee may have no more than eighty (80) hours in this bank at any given time.

**ARTICLE 18 - JURY DUTY**

18.1 An employee called to report for jury duty shall be paid by the Employer for each day spent performing jury duty, if the employee would otherwise have been scheduled to work for the Employer, an amount equal to the difference between the jury duty pay and his regular straight time

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rate, up to eight (8) hours pay, for a period not to exceed thirty (30) days in any one calendar year and providing he submits proof of jury duty pay. Employees dismissed from jury duty shall return to work that day.

**ARTICLE 19 - DUTY DISABILITY**

19.1 Each employee will be covered by the applicable workers' compensation laws.

19.2 The Employer shall supplement an employee's workers' compensation statutory benefits so that, including these statutory benefits, an employee off work on a service connected injury or illness shall receive 100% of his base weekly earnings for a period equal to two (2) months for each completed year of service time with Canton Township up to a maximum of eighteen (18) months of coverage. The period of any leave of absence shall not count as service time with Canton Township for purposes of determining the amount of supplemental workers' compensation coverage. Once an employee has utilized supplemental workers' compensation benefits, the employee has lost those benefits and additional supplemental benefits must be earned through time worked after the employee's return from workers' compensation leave. Workers' compensation leave shall not be counted as work time in rebuilding the employee's coverage. Worker's Compensation leave shall not be deducted from the sick time supplemental coverage as provided in Section 29.1.

19.3 When an employee is off duty on a workers' compensation leave, seniority, hospitalization and surgical insurance, and life insurance shall continue at full benefit level. After an employee is off duty on a workers' compensation leave for thirty (30) days, all other fringe benefits shall be discontinued during the remaining term of the leave and shall be pro-rated upon the employee's return to work.

19.4 The Township may offer the employee a job which the employee may not refuse if such job is available in the Police Department and the employee will be paid regular pay and benefits while so employed at the available job.

19.5 An employee will also be entitled to his pension benefit for the period of supplementation provided the employee contributes 5% of his base wage to the fund during the applicable period.

19.6 No employee shall receive more than 100% of his base salary while on a leave of absence due to duty related disability.

(a) In the event an injured employee becomes entitled to no-fault work loss benefits and worker's compensation benefits, the benefits will be coordinated and the Township's obligation to supplement wage loss benefits under this Article will be limited to bringing the employee to his regular base wage rate.

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(b) The Township will be subrogated to all of the employee's rights of recovery against any person or organization to the extent of any wages or benefits which the Township becomes liable to pay under this Article.

**ARTICLE 20 - MILEAGE**

20.1 If an employee is required to use his own car while on duty, and if such car is available, he shall be reimbursed at the current IRS allowable rate. The employee must provide substantiation for all mileage requested.

**ARTICLE 21 - UNIFORMS**

21.1 The Employer shall furnish the following uniform items in lieu of any uniform or cleaning allowance:

- 1 set of fatigues and 1 fatigue hat
- 4 pairs of trousers
- 6 shirts (3 winter, 3 summer)
- 1 uniform blouse
- 1 hat
- 2 ties
- 1 belt
- 1 sweater
- 1 set of leather (department standards)
- 2 jackets ( 1 winter, 1 spring)
- 2 badges ( 1 hat, 1 breast)
- 1 set of patches for all issued uniforms
- 1 name badge and backer
- 1 set of black leather insulated boots and shoes

21.2 The employee must turn in all badges, patches and leather upon termination or separation prior to issuance of final paycheck.

21.3 The Employer shall furnish all uniform changes to new promotees.

21.4 Employees shall receive replacement of all issued uniform items from the department upon the uniform item becoming worn, damaged and/or unserviceable. Such uniform item shall be presented to the Public Safety Director for determination on the condition of the uniform item.

21.5 The Public Safety Director shall make all final determinations on any changes in the uniform.

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21.6 The Employer shall provide for cleaning every six months for the following uniform items at no cost to the employees.

- (1) one jacket
- (2) two ties
- (3) one hat
- (4) one sweater

21.7 The employee assigned as Staff Operations Division Commander shall receive a \$600 annual plainclothes allowance which shall be paid on the first pay of November.

**ARTICLE 22 - WEAPON PROFICIENCY ALLOWANCE**

22.1 The Canton Township Police Department weapon proficiency test shall be scored on a pass/fail basis. Employees who pass the weapon proficiency test each year shall receive a \$300 annual weapon proficiency allowance. This allowance shall be paid in the first pay in November.

**ARTICLE 23 - PENSION**

23.1 The Charter Township of Canton Retirement Plan, as amended, shall be continued for the duration of this agreement. One copy of this Retirement Plan and all amendments shall be given to each employee. The current Principal Financial Group Plan will be continued for the duration of that particular contract. The employee shall contribute 5% of base pay and the Township shall contribute 15% of the employee's base pay.

23.2 A Pension Review Committee shall be established. One employee representative from this bargaining unit will be a member of the Committee. He shall be selected by the employees in the bargaining unit. This Committee shall meet on a regular basis to review the progress of the Township's Employee Pension Plan, answer questions employees may have regarding the Pension Plan, meet with the representatives of the company administering the Pension, and make recommendations to the Township Board regarding amendments to the Plan.

23.3 The pension vesting period is four years.

**ARTICLE 24 - LONGEVITY PAY**

24.1 The Employer agrees to grant longevity pay according to the following schedule:

At five (5) years of service	2% of base salary
At ten (10) years of service	4% of base salary
At fifteen (15) years of service	6% of base salary
At twenty (20) years of service	8% of base salary

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24.2 All employees hired by the Township on or after 1/1/97 will be granted longevity pay according to the following schedule:

- a) Upon completion of five (5) years continuous service, eligible employees will be paid three hundred dollars (\$300).
- b) An additional one hundred dollars (\$100) a year will be paid to eligible employees for each additional year of service beyond five (5) years of to a maximum of one thousand five hundred dollars (\$1,500).

24.3 Longevity payments will be made on the first pay period of November of each year. An employee must be on the payroll of the Township on the date that the longevity payment is made in order to receive said payment. Longevity pay shall not be prorated.

**ARTICLE 25 - INSURANCES**

25.1 Hospitalization and Surgical Coverage

The Employer agrees to provide employees and their spouse and dependent children with Blue Cross/Blue Shield Trust 15, Plus 15, MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MAC, APDBP drug prescription rider, or equivalent. The Employer shall pay the full cost of this coverage. New promotees will be covered as provided for in the applicable insurance contract. The Employer shall pay for one insurance coverage per family. In the event an employee has a spouse working for the Township, one employee must take the cash option.

HMO Option: The Employer shall provide optional HMO coverage to employees. The Employer may, in its sole discretion, discontinue a particular HMO policy with a sixty (60) calendar day written notice to the employees who have that coverage.

Cash Option: An employee, after verifying to the Employer that he is covered by health insurance through his spouse, may elect not to participate in the health insurance plan currently offered to employees in the bargaining unit.

- A. In such event, those employees who elect not to participate in such plan shall be paid a sum of twelve hundred dollars (\$1,200) annually which shall be paid in monthly amounts.
- B. If an employee elects not to participate in the health insurance plan he will not be allowed to re-enter the plan until the regular scheduled enrollment period. However, if an employee loses health insurance coverage through his spouse, the employee will be allowed to re-enter the health insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.

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25.2 Short-Term and Long-Term Disability Insurance

Sickness and accident benefits known as short-term sickness and accident, shall provide 66-2/3% of employee's salary up to a maximum of \$395 per week. In addition and supplementary thereto, the Employer shall provide long-term sickness and accident benefits, subject to the carrier's terms and definitions and coordination of benefits provisions, as follows:

- A. Disability - Due to sickness or injury either service connected or non-service connected.
- B. Elimination Period - The greater of the employee's sick time coverage or 180 days.
- C. Maximum Benefit - Per Insurance Policy
- D. Monthly Benefit - 60% of wages not to exceed \$2,000 per month.
- E. Article 19 shall prevail during the period of supplementation for duty disability.

The Employer reserves the right to select the insurance carrier.

25.3 Retiree Health Insurance

The Employer shall provide future retirees, their current spouse and dependent children with Blue Cross/Blue Shield Trust 15, Plus 15, MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MAC, APDBP drug prescription rider, or equivalent or better coverage. Should the retiree move out of the Trust 15, Plus 15 (PPO) coverage area, the above outlined insurance will convert to Traditional Blue Cross/Blue Shield with MVF-1, Master Medical Option 5, ML rider, and a \$5.00 MAC, APDBP drug prescription rider. The Employer will pay 100% of the group rate for this coverage for employees who retire from Employer with twenty-five (25) years of service. The Employer will pay 50% of the group rate for this coverage for employees who retire from the Employer with more than ten (10) years of service and have attained age fifty-five(55), at the time of retirement. Upon reaching age 65, the Employer will assume full cost of the Complimentary Medicare coverage.

The hospitalization and surgical insurance of a deceased retiree shall be continued for the retiree's spouse and dependent children. The hospitalization insurance coverage for the spouse shall continue until such time as the spouse remarries, is eligible for health insurance through her employer or reaches age 65, whichever occurs first. The insurance coverage for a dependent child shall continue until the child attains his 19th birthday or is eligible for other coverage (e.g. if mother remarries, through his employer, etc.), whichever occurs first.

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25.4 Dental Insurance

The Employer agrees to provide a 80-20 dental plan with \$1,000 per year limit per person and 50/50 orthodontic coverage with a \$1,000 lifetime benefit. The Employer reserves the right to select the insurance carrier. The Employer shall pay for only one insurance coverage per family.

Cash Option: An employee, after verifying to the Employer that he is covered by dental insurance through his spouse, may elect not to participate in the dental insurance plan currently offered to employees in the bargaining unit.

A. In such event, those employees who elect not to participate in such plan shall be paid a sum of one hundred twenty dollars (\$120) annually which shall be paid in monthly amounts.

B. If an employee elects not to participate in the dental insurance plan, he will not be allowed to re-enter the plan until the regular scheduled enrollment period. However, if an employee loses dental insurance coverage through his spouse, the employee will be allowed to re-enter the dental insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.

25.5 Life Insurance

The Employer agrees to provide each employee with group life insurance in the amount of \$50,000. New promotees will be covered as provided for in the applicable insurance contract.

Accidental death and/or dismemberment group coverage in the amount of \$50,000 will also be provided as above.

The Employer reserves the right to select the insurance carrier.

25.6 Optical Program

The Employer agrees to an optical program whereby employees may visit the optometrist or ophthalmologist of their choice for examination and corrective lenses. The Employer shall reimburse employees up to \$80.00 for an examination, up to \$120.00 for corrective lenses, or up to \$200.00 for an examination and accompanying corrective lenses. This shall be limited to one visit per eligible person every two (2) years. Employees shall be required to pay for the examination and lenses and shall be reimbursed by the Employer upon presentation of an itemized paid bill for the services rendered.

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25.7 Liability Insurance

The Employer agrees to provide liability insurance which will protect the employee from any damage claim arising in and during the course of his duties, if such insurance is reasonably available in the insurance market. If available, the Employer will furnish a copy of the insurance to the Union. The Employer reserves the right to participate in self-insurance programs.

**ARTICLE 26 - FUNERAL LEAVE**

26.1 Employees shall be entitled to bereavement leave with pay in the event of death in the employee's immediate family as determined under paragraph 26.2.

- A. 5 calendar days if death occurs in local area.
- B. 7 calendar days if death occurs more than 250 miles from the Township.
- C. 5 calendar days for death of sister-in-law or brother-in-law.
- D. Additional time may be granted by the Public Safety Director or his designated representative in unusual or extenuating circumstances. Requests for additional time shall not be unreasonably denied.

26.2: An employee's immediate family shall include wife, husband, mother, mother-in-law, father, father-in-law, sister, brother, son, son-in-law, daughter, daughter-in-law, step-children, grandparents, grandparents-in-law, and, in event the employee was raised or living with a guardian or relative in the same household, such person shall be determined as a member of the employee's immediate family.

26.3 The employee may be required to furnish proof of the death and that he attended the funeral.

**ARTICLE 27 - HOLIDAYS**

27.1 Each employee will be granted a yearly lump sum payment equivalent to eleven (11) times his current daily rate of pay. This payment shall be made in the first pay of November of each year. In the event an employee does not work a full year then that employee's holiday pay shall be pro-rated on the following basis:

The payment shall be pro-rated into increments of one twelfth (1/12th). An employee is eligible one (1) increment per month of completed service. A new employee hired prior to the 15<sup>th</sup> of a month will receive a full increment for that month. A new employee hired the 15<sup>th</sup> of a month or later will not receive an increment for that month. Conversely, an employee who leaves prior to

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the 15<sup>th</sup> of a month will not receive an increment for that month. An employee who leaves on the 15<sup>th</sup> of a month or later will receive a full increment for that month.

27.2 In order to insure adequate supervisory staffing on holidays, an employee who works on any of the below listed Township holidays will be paid at time and one-half for all hours worked with the approval of the Public Safety Director.

- |                   |                         |
|-------------------|-------------------------|
| -New Year's Day   | -Thanksgiving Day       |
| -Good Friday      | -Day after Thanksgiving |
| -Memorial Day     | -Christmas Eve          |
| -Independence Day | -Christmas Day          |
| -Labor Day        | -New Year's Eve         |
| -Veteran's Day    |                         |

**ARTICLE 28 - PAID TIME OFF PROGRAM**

28.1 This PTO program combines vacation, personal days, non-medically verified sick days and the employee's birthday into a single benefit bank for compensation during times away from work.

28.2 The PTO period shall be from January 1 to December 31 of each year.

28.3 Employees shall be granted paid time off in accordance with the following schedule:

- A. During the first year of service a monthly prorata allowance of 12 hours per month from the employee's date of hire.
- B. After one (1) year of completed service, but less than five (5) years of service from anniversary date of employment, a monthly prorata allowance that will total one hundred forty-four (144) hours per year (12 hours per month).
- C. After (5) years of completed service, but less than ten (10) years of service from anniversary date of employment, a monthly prorata allowance that will total one hundred ninety-two (192) hours per year (16 hours per month).
- D. After ten (10) years of completed service, but less than fifteen (15) years of service from anniversary date of employment, a monthly prorata allowance that will total two hundred forty (240) hours per year (20 hours per month).
- E. After fifteen (15) years of completed service or more from anniversary date of employment, a monthly prorata allowance that will total two hundred eighty-eight (288 hours) per year (24 hours per month).

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28.4 New employees shall receive the first month's PTO accumulation on the first day of the month subsequent to the date of employment, providing the date of employment is prior to the fifteenth of the month. Provided further the monthly accumulation shall accrue to an employee upon actually working a minimum of ninety-six (96) hrs. in the month.

28.5 Employees must take PTO as earned. Carryover not to exceed one hundred sixty (160) hours may occur only with the permission of the Public Safety Director. An employee may cash out no more than eighty (80) hours of unused PTO each year in the first pay of December.

28.6 PTO will be granted at such times during the year as are suitable.

28.7 PTO will be taken in a period of consecutive days. PTO may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation of the department. The intent is to limit the taking of PTO to a minimum of five (5) working days, or seven (7) calendar days. Upon the employee's request, and at the Public Safety Director's discretion, PTO may be taken in increments of time that are greater than one hour, but may include increments of one-half hour after the first full hour of PTO is taken.

28.8 After completion of one full year of service, employees separated from the Township due to death or retirement shall be compensated in cash for all unused PTO time accumulated at the regular straight time rate of pay at the time of separation. An employee resigning after completion of one full year of service will likewise be paid providing he gives a minimum of two (2) weeks written notice to the Public Safety Director of his intent to resign.

28.9 If an employee becomes sick or disabled during his PTO, he may, by notifying the Public Safety Director and upon proper medical certification of the sickness or disablement at the time it occurs, charge the time off to his sick time rather than to his PTO accumulation.

28.10 If a regular pay day falls during the time of an employee's scheduled PTO, he may receive his check before going on PTO, providing he notifies the Township in writing at least one full pay period prior to the time he goes on PTO.

28.11 An employee may take up to one-half of his annual PTO accumulation prior to earning it. However, should the employee leave the Township prior to earning this time, he shall repay this amount by having it withheld from his final paycheck with the Township. If there are insufficient funds from the employee's final paycheck to cover this amount, the employee shall pay the remaining amount in full.

28.12 Medically verified personal sick time shall continue to be administered in accordance with Article 29 of this collective bargaining agreement.

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**ARTICLE 29 - SICK TIME**

Employees shall no longer accumulate sick days and there will be no payouts for unused sick time.

29.1 The Employer shall continue the Sickness and Accident insurance coverage as provided in Article 25, Section 25.2. In addition, the 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 Canton Township to a maximum of eighteen (18) months of coverage. The period of a leave of absence shall not count as service time with Canton 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.

29.2 When it has been determined that an employee has violated the spirit and intent of this Sick Time policy, the employee shall be subject to the following provisions:

a. All payments for Sick Time taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee's future earnings.

b. Violation of the Sick Time policy shall be grounds for disciplinary action, up to and including discharge.

29.3 At the discretion of the Public Safety Director, an employee may be required to take a physical or mental exam. The cost will be absorbed by the Employer and the time and place may be designated by the Employer. If required to take such exam, it shall be scheduled during the employee's regular shift, if at all possible.

**ARTICLE 30 - NEW JOBS OR POSITIONS**

30.1 Whenever a new position is created that has not been previously performed by the employees in this bargaining unit, and which position is included in Article 3 of the collective bargaining agreement, the Union will be notified of the position, its classification and rate. These will be considered as temporary for a period of six (6) months. Once this period has elapsed, negotiations shall commence, and if need be, continue for thirty (30) days. If, as a result of negotiations, the classification and rate have been agreed upon, the job shall become a permanent one. If no agreement is reached after thirty (30) days, the matter will be processed through the grievance procedure commencing with the step before arbitration.

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**ARTICLE 31 - EMPLOYEE FITNESS ALLOWANCE**

31.1 All employees shall have the option of participating in the Township's Physical Fitness Testing Program (PFT). The PFT shall be scheduled by the Township from May to October. Employees who successfully complete the PFT by meeting the minimum levels for their age/sex categories in all three (3) events shall receive a \$250 fitness allowance payment on the first pay period of December. Those who fail to successfully complete the test or who are excused from participation will receive no fitness allowance.

31.2 Participants shall be permitted to dress in a comfortable, athletic-type clothing and wear running or athletic shoes.

31.3 Personnel on duty shall participate without loss of pay, personnel off duty shall not receive additional compensation.

31.4 The physical fitness test shall consist of three (3) events: Pushups with a two (2) minute time limit, Situps with a two (2) minute time limit, and a Two (2) Mile Run.

- A. Pushups: Pushups shall be done with palms of the hands flat on the ground and toes on the ground, no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two (2) minutes. The exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal, it is not necessary to touch the chest, chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back will constitute one (1) repetition. The exercise will have a two (2) minute duration.
- B. Situps: Situps shall be done with knees bent, hands locked behind the head, and the feet held down. The exercise will start with the participant lying with the upper body on the ground, then raise the upper body until the upper body is past the vertical, then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one (1) repetition. The exercise will have a two (2) minute duration.
- C. Run: The run shall consist of traversing a measured two (2) mile distance within a time period.

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D. Scoring: Minimum acceptable scores are as follows:

<u>Age</u>	<u>Pushups Men/Women</u>	<u>Situps Men/Women</u>	<u>Run Men/Women</u>
18-25	40/18	40/27	17:55/22:14
26-30	38/15	38/25	18:30/22:29
31-35	33/14	36/23	19:10/24:04
36-39	32/13	34/21	19:35/25:34
40-45	30/12	32/19	20:00/26:00
46-50	28/11	30/17	21:00/27:00
51-55	26/10	28/15	22:00/28:00
56+	24/09	26/13	23:00/29:00

**ARTICLE 32 - DISABILITY RETIREMENT POLICY**

**32.1 ELIGIBILITY**

1. Upon application by an employee, or by the Township, an employee who is fully vested in the Township's pension plan and who is totally and permanently incapacitated from employment with the Township by reason of a personal injury or disease may be given a disability retirement by the Township.
2. An employee who is totally and permanently incapacitated from employment with the Township by reason of a duty-related personal injury or disease, for which the employee is receiving worker's compensation benefits, shall be considered to be fully vested in the Township's pension plan for purposes of disability retirement.
3. The employee must provide medical evidence, satisfactory to the Township, of his/her total and permanent incapacitation from employment with the Township. The Township may require the employee to submit to an examination by a physician of the Township's or its insurance carrier's choosing to confirm the employee's incapacitation. Said examination would be paid for by the Township. Should the Township's physician and the employee's physician disagree, a third opinion shall be secured from a physician mutually agreed to by the Township and employee. The findings of this third physician shall be final and binding on all parties. The cost of this third opinion shall be shared equally by the Township and the employee.

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32.2 BENEFITS

An employee who has been determined to be eligible for a disability retirement shall receive the following benefits:

1. Pension

The employee shall receive whatever pension benefits he/she is eligible for as of the date of determination of disability by the Township.

2. Social Security

The employee must apply for Social Security Disability Income benefits.

3. Short Term Disability

The disability retiree shall receive short term disability coverage of 66 2/3% of their base salary up to a maximum of \$395 per week for 180 days from their last full day of work. This coverage shall be supplemented so that the disability retiree could receive their full base salary for this 180 day period depending on their seniority (e.g. two months of supplementation for each completed year of service with the Township.) After this 180 day period, the disability retiree would be eligible for Long Term Disability insurance benefits per Subsection 4 of this policy.

4. Long Term Disability

The employee shall receive long term disability benefits in accordance with the terms and conditions of the policy in effect on the date of determination of disability by the Township.

5. Health Insurance

The employee shall receive hospitalization and surgical insurance covering the employee, employee's spouse, and dependents for the life of the employee. This insurance shall be the same as is provided normal retirees of the Township.

6. Life Insurance

A disability retiree receiving short term disability benefits or long term disability benefits with a waiver of premium shall be eligible for \$50,000 life

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insurance coverage. If the disability retiree is no longer receiving disability benefits, he will be eligible for \$1,000 life insurance coverage.

7. Medicare

Upon reaching age 65, the employee shall receive Medicare Complementary Coverage in the same manner as is provided the normal retirees of the Township.

32.3 CONTINUED ELIGIBILITY

1. At least once each year the Township in conjunction with its insurance carrier may, in its sole and exclusive discretion, require a disability retiree to submit to a medical examination by a physician of the Township's choosing to determine the employee's continued eligibility for disability retirement benefits.
2. Should the disability retiree refuse to submit to this medical examination, said retiree shall immediately cease to receive any and all benefits for which he/she may be eligible in accordance with Section B of this policy until withdrawal of said refusal.
3. Should the disability retiree be determined to be physically able to return to employment with the Township, he/she shall be returned to active duty at their former rank subject to the contractual seniority provisions and the disability retirement shall terminate.
4. Any dispute between a disability retiree and the Township regarding the retiree's continued eligibility for disability retirement shall be resolved pursuant to Section A.3 of this policy.
5. A disability retiree who is returned to the employ of the Township pursuant to Section C.3 above shall again become a member of the Township's pension plan and shall have his/her time of service as of the date of his/her disability retirement credited toward eligibility for normal retirement from the Township.

**ARTICLE 33 - SAVINGS CLAUSE**

33.1 This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Township, the Union, and the employees in the bargaining unit, and in the event that any provision of this agreement shall any time be held contrary to law by a

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court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

33.2 This agreement shall be binding on the successors and assigns of both parties regardless of changes in management, consolidation, merger, transfer, annexation and location. This agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment of either party hereto, or by any geographic alterations.

**ARTICLE 34 - MAINTENANCE OF CONDITIONS**

34.1 Wages, hours and conditions of employment in effect at the execution of this agreement shall, except as changed or modified herein, be maintained during the term of this agreement.

34.2 There will be no unilateral implementation of a mandatory subject of bargaining until it is negotiated as required by law, including Act 312.

**ARTICLE 35 - DURATION AND TERMINATION**

35.1 This agreement constitutes the entire written agreement between the parties and shall remain in full force from and after the date hereof until December 31, 2001.

35.2 Either party shall give written notice to the other party sixty (60) days prior to December 31, 2001, of its desire to terminate or modify this agreement. If no notice is given by either party this agreement shall remain in effect.

35.3 Upon receiving such notice, the other party shall within fourteen (14) days after receipt of notice, arrange a meeting for the purpose of discussing changes in the agreement.

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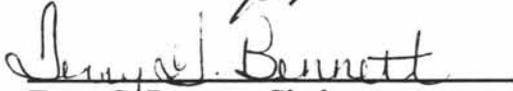
35.4 In the event negotiations extend beyond the expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

35.5 IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 17<sup>th</sup> day of February, 1999.

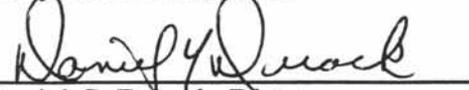
FOR THE CHARTER TOWNSHIP OF CANTON



Thomas Yack, Supervisor



Terry G. Bennett, Clerk

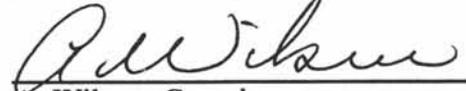


Daniel G. Durack, Director  
Administrative & Community Services

CANTON POLICE CAPTAIN'S  
ASSOCIATION - POLICE  
OFFICER'S LABOR COUNCIL



Laura Golles, Captain



A. Wilson, Captain

**CANTON POLICE CAPTAIN'S ASSOC.  
POLICE OFFICER'S LABOR COUNCIL  
01/01/99 - 12/31/01**

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**APPENDIX A - WAGES**

The following wage schedule shall be in effect for the term of this agreement:

**Effective 1/1/1999 (1.506%):**

	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>
Police Captain	\$57,397	\$58,865	\$65,617

**Effective 1/1/2000 (4%):**

	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>
Police Captain	\$59,692	\$61,220	\$68,241

**Effective 1/1/2001 (4%):**

	<u>Start</u>	<u>After 6 Months</u>	<u>After 1 Year</u>
Police Captain	\$62,080	\$63,669	\$70,971

**Retroactivity**

Retroactivity shall apply only to base wages, overtime hours, but not to any other hours, premiums or other fringe benefits. Retroactivity applies only to employees who are employed by the Township on the date of ratification of this agreement by both parties.

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**APPENDIX B - TUITION REIMBURSEMENT PROGRAM**

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.

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 Eight Hundred (\$800.00) Dollars per participant per Township fiscal year for credit courses.

(6) Reimbursement for tuition shall be according to the following schedule:

100% reimbursement for courses completed with "C" or higher or numerical equivalent. (70 or above)

0% reimbursement for courses with a grade less than "C"  
(below 70)

0% reimbursement for courses not completed (e.g. drop, incomplete, audit, withdrawal)

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(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 in the Personnel Division. 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 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) 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.

(15) It is recognized that in an area as broad as Tuition Reimbursement, this policy may not cover all situations. The Merit Commission shall be the final authority in judging whether reimbursement shall be made. The decision of the Merit Commission shall be final and binding on all parties.

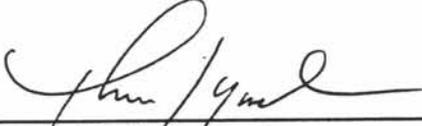
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PROCEDURES

1. An employee who wishes to apply for tuition reimbursement from the Township shall obtain an application form from his department. This application form must be completed by the employee and submitted to the employee's Department Director.
2. The application will be reviewed by the Department Director. If the application is approved by the Department Director, it shall be forwarded to the Personnel Director. If approved by the Personnel Director, 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 this Department Director 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 Personnel Division for review and approval or disapproval.
4. If the transcripts and receipts submitted to the Personnel Division are deemed acceptable pursuant to the Township's Tuition Reimbursement policy, the Personnel Division shall prepare and forward a check request to the Finance Services Division for the employee's reimbursement.
5. All disputes regarding this Tuition Reimbursement Program shall be submitted to the Township Merit Commission. The decision of the Merit Commission shall be final and binding on all parties.

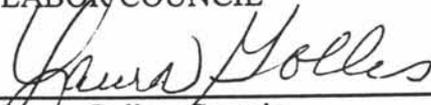
FOR THE CHARTER TOWNSHIP OF CANTON

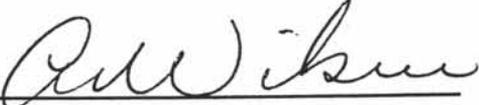
  
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Thomas Yack, Supervisor

  
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Terry G. Bennett, Clerk

  
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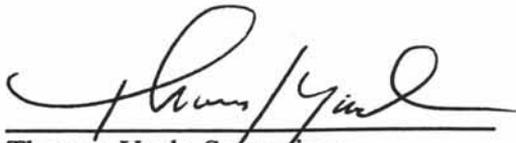
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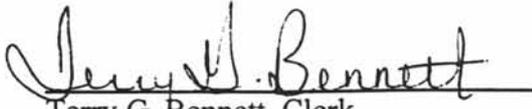
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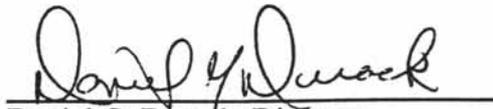
**LETTER OF AGREEMENT**

It is hereby understood and agreed by and between the Charter Township of Canton and the Canton Police Captains Association (POLC) that the Township shall pay 100% of the group rate for the retiree hospitalization insurance as described in Article 24, Section 24.3 of the collective bargaining agreement for Alex Wilson provided he retires from the Township with at least ten (10) years of service and has attained age fifty-five (55).

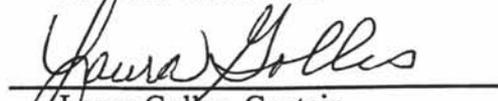
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