

4433

6/30/2000

AGREEMENT
between the
TOWNSHIP OF CANTON
and the
POLICE OFFICERS ASSOCIATION OF MICHIGAN
-POAM-

Effective July 1, 1997 to June 30, 2000

Canton Township

1/3/2000

1/3/2000

ARTICLE I
AGREEMENT

1.1: This Agreement, entered into this 12th day of May, 1998, between the Charter Township of Canton, (hereinafter referred to as the "EMPLOYER" or the "TOWNSHIP") and the Police Officers Association of Michigan - POAM, (hereinafter referred to as the "UNION")

ARTICLE II
PURPOSE AND INTENT

2.1: The general 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 citizens of Canton Township, the Employer, the Employees and the Union; and to provide an orderly, fair and equitable means of resolving differences between the parties.

2.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

2.3: To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE III
RECOGNITION

3.1: The Employer recognizes the Police Officers Association of Michigan as the exclusive bargaining representative for full-time, non-supervisory police officers below the rank of sergeant, animal control officers, cadets, and police service personnel 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.

ARTICLE IV
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 tenth (10th) day after the thirtieth (30th) day following such effective date.

4.3: Employees hired, rehired, reinstated, or transferred into the bargaining unit 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 tenth (10th) day following the thirtieth (30th) day following the beginning of their employment in the unit.

4.4: An employee who shall tender the periodic dues or service fee shall 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, of 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 not be subject to the grievance procedure set forth in this Collective Bargaining Agreement. This section shall apply only to employees on the active payroll.

ARTICLE V
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:

This 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.

5.5: All such sums deducted shall be remitted to the financial secretary of the Union not later than the last day of the calendar month in which such 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 Township to recover such sums deducted under this Article, the Union shall reimburse the Township for any amounts deducted from any employee's pay and paid to the Union by the Township that the Township is subsequently required to repay to the employee.

ARTICLE VI PAYROLL DEDUCTION

6.1: The Township shall take the necessary steps to allow, at the employee's request, and to the extent that the law permits, deductions to be made from paychecks for credit union deposits, such credit union deposits may be at the Community Federal and/or Public Service Credit Unions.

6.2: The Township will consider township wide payroll savings bonds deductions for all employees subject to the following understanding:

- A. Employees signing up for such deductions to do so with the understanding that the deduction authorization will be in effect for one (1) year;

- B. There must be at least fifty (50%) percent or more of employees township wide signing up for such deductions.

ARTICLE VII
REPRESENTATION

7.1: Bargaining Committee. The employees shall be represented by a bargaining committee of not more than four (4) members. Members of the bargaining committee may negotiate during duty hours, and shall be permitted to negotiate without loss of pay. This committee shall be selected in any manner determined by the Union. A POAM representative shall be chairman and spokesman of such committee.

7.2: This bargaining committee shall be charged with the duty of negotiating contracts. It is understood that members of the committee may, during collective bargaining, need to trade days and/or shifts with other employees, provided approval is first secured from the Public Safety Director or his designated representative. Permission will not be unreasonably withheld, but in no event shall more than one (1) Officer be permitted to leave the same shift.

7.3: If a new representation area is established or a department expands so as to warrant additional representatives, the question shall be subject to negotiation.

7.4: Compensating Union Representatives. The Township shall recognize a grievance committee consisting of not more than three (3) members. Grievance committee members in the performance of grievance duties will be permitted to leave their assigned work, at reasonable times and with prior approval from the Public Safety Director or his designated representative, and will be compensated at their regular pay for the hours worked during their regular shift. Permission for the grievance committee member to leave his assigned work will not be unreasonably withheld, but in no event shall more than one (1) officer be permitted to leave the same shift.

7.5: Notification to Employer of Union Representatives. The Union will notify the Employer in writing of the names and titles of their representatives. No representatives will be permitted to act as such until the Employer is advised that the person has become a representative.

7.6: Investigations by the Grievance Committee. It is recognized that a member of the Grievance Committee may exercise his right to investigate grievances after receiving permission to do so from the Public Safety Director or his designated representative, and after appropriate arrangements have been made

to relieve them from their jobs. Permission to do so will not be unduly withheld. This right must be exercised with reasonableness.

7.7: Visits by Union Representatives. The Employer agrees that, subject to the discretion of the Public Safety Director or his designate, not more than two (2) Union representatives shall have access to department premises to conduct Union business with effected employees. Permission to do so will not be unreasonably withheld.

7.8: Special Conferences. Special conferences for matters other than grievances will be arranged between the Police Officers Association of Canton chairperson and/or POAM and the Employer, or its designated representatives, upon the request of either party. Such meetings will be between the representatives of the Employer and only three (3) representatives of the Union. No more than one (1) Union representative shall attend a meeting during his duty hours, and he shall be permitted to attend without loss of pay. The other union representatives shall attend on their own time and will not be paid for attending such meetings by the Employer. It is understood that Union representatives may, in order to attend such meetings, need to trade days and/or shifts with other employees, provided approval is first secured from the Public Safety Director or his designated representative. 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 a time mutually agreeable to the parties. This meeting may be attended by representatives of POAM.

7.9: No Discrimination Against Employees. The Township 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.

7.10: Guarantee of Rights. The Employer agrees that they shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political beliefs and activity or for union activity, and that each employee shall receive equal and fair treatment.

7.11: Any employee called before a supervisor or an official of the Township where discipline may result has a right to have a Union representative present, except when an employee is called before a supervisor for the sole purpose of discussing his performance evaluation. Contents of this discussion may not be used in any disciplinary matter. 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.

ARTICLE VIII
UNION ACTIVITIES

8.1: Employees and their Union representatives 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, and 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.

8.2: 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. These employees shall not receive any overtime or compensatory time for such activities. 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.

8.3: Union Bulletin Board.

- A. The Employer agrees to provide the Union with a union bulletin board in each Township police station. The bulletin board shall be used only for the following notices:
 - 1. Recreational and social events of the Union;
 - 2. Union meetings;
 - 3. Union elections;
 - 4. Reports of Union committees;
 - 5. Rulings or policies of the Union.
- B. The policing of the Union bulletin boards is an obligation of the Union.
- C. Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political, or in poor taste, or anything reflecting upon the Employer, any of its employees, or any labor organizations among its employees, shall be in violation of this Article and shall

entitle the Employer to request the Union to remove such material and the Union shall remove such material. Any disagreement shall be subject to the grievance procedure.

8.4: The Union may schedule meetings on Township property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department. Sufficient notice of such meetings must be given to the Public Safety Director or his designated representative. The Public Safety Director or his designated representative shall have the discretion to designate the location of the meeting.

8.5: Officers of the Union or their representatives shall be allowed to attend, with no pay, the POAM 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 personal days, and/or excused sick days to attend this convention, it being understood that not more than four (4) 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. This provision shall not effect the employee's bonus vacation days per Section 39.11 of this collective bargaining agreement.

ARTICLE IX
AID TO OTHER UNIONS

9.1: The Township shall not enter into any agreement with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

9.2: Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organization represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of the Union.

ARTICLE X
MANAGEMENT RIGHTS

10.1: 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.

10.2: The management's rights such as, but not limited to, establishing, maintaining, and enforcing reasonable work rules,

scheduling of work, directing and selecting the work force, maintaining efficiency, determining reasonable hours of work, making work assignments, classifying positions, discharging or disciplining for just cause, laying employees off for lack of work or lack of funds, and taking any necessary actions in emergency situations, are recognized by the Union.

10.3: The management's right to use reserves pursuant to the currently existing department policy is recognized.

10.4: Any disciplinary action will be taken for just cause and such action is subject to the grievance procedure herein set forth. In the exercise of its right to impose discipline, the Employer will abide by the principles of "corrective action" and "progressive punishment" in ordinary cases of discipline. However, it is recognized that the nature of the offense affects the severity of the penalty issued and that these principles need not be followed in cases of serious misconduct, such as, but not limited to, theft, insubordination, intoxication on duty. Any contemplated disciplinary action must be taken within a reasonable time after the occurrence of the alleged violation or knowledge thereof. Any disciplinary action will be in writing to the employee at the time of discipline and a copy will be sent to the local Union President as soon as possible.

ARTICLE XI
GRIEVANCE PROCEDURE

11.1: The following procedure will be used to adjust, settle and dispose of employee complaints.

11.2: Step I. Any employee who feels aggrieved shall present his grievance within thirty (30) calendar days of its occurrence, or knowledge thereof, to his immediate supervisor or he may request his steward. In such event, the supervisor will get the steward without unreasonable delay. If discussion between the employee, steward, and the employee's immediate supervisor fails to settle the matter, it will then be reduced to writing and presented to the employee's immediate supervisor for his written, dated, signed disposition. The supervisor will acknowledge receipt of the grievance by signing for it. This disposition must be returned within four (4) scheduled working days of receipt of the written grievance.

11.3: Step II. If the immediate supervisor's answer is not satisfactory, the grievance may be presented to the Public Safety Director or his designated representative within four (4) scheduled working days after the immediate supervisor's answer is due. The Public Safety Director or his designated representative shall within five (5) scheduled working days meet and discuss the grievance with the steward and/or the aggrieved employee. Within

five (5) scheduled working days after such meeting, the Public Safety Director or his designated representative shall answer the grievance in writing to the steward.

11.4: 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 other party, 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 end of said period, a request for a list of arbitrators will be made to the Federal Mediation and Conciliation Service - (FMCS), the 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, except that if the FMCS is selected, each party will alternately strike a name from the panel of seven (7) arbitrators until one remains. Either party may then strike the remaining name, and the Union shall then request the FMCS to designate a second panel of seven (7) arbitrators. Each party will alternately strike a name from the second panel until one (1) remains. That person shall be chosen to arbitrate the grievance. Nothing shall preclude the parties from attempting to settle this dispute after request for arbitration has been made.

11.5: The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

11.6: 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 and the grievant.

11.7: 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.

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

11.9: No claims, including claims for back wages, by an employee covered by this Agreement or by the Union against the Township shall be valid for a period of more than seven (7) working days (Monday through Friday) prior to the date the grievance was

first discussed (Step I), 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.

11.10: 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 limits herein the grievance will be considered settled in favor of the last moving party, without precedent.

11.11: Both the Township and the Union may initiate and process grievances and either party, with the Agreement of the other party, may adjust any grievance.

ARTICLE XII DISCHARGE AND DISCIPLINE

12.1: This Article does not pertain to probationary employees. 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.

12.2: Types of Discipline. Disciplinary actions shall include only the following:

- (a) Written reprimands (excludes written directions from a Department supervisor). Written reprimands for minor infractions shall be removed from the employee's personnel file after two (2) years.
- (b) Suspension.
- (c) Discharge.

12.3: Disciplinary Action Procedure

- (a) When the possibility of disciplinary action is believed to exist, the employee shall be entitled to have his steward present at all stages of the disciplinary process, except that a steward shall not be called when the employee is signing for receipt of a recommendation for discipline.
- (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.

12.4: 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 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.
- (c) Any order to make a statement shall be a written order. A violation of which would 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.

12.5: 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.

12.6: All grievances involving disciplinary layoff, suspension, or discharge shall be filed in writing with the Township representative (Step III) or his designated representative within five (5) working days, exclusive of premium pay working days, after the layoff, 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.

12.7: All grievances involving disciplinary matters shall be processed immediately in the third step of the grievance procedure.

12.8: 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.

12.9: 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.

ARTICLE XIII
SENIORITY

13.1: 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.

13.2: Bargaining unit seniority is defined as the employee's time of service in the bargaining unit.

13.3 Each employee, upon completion of his probationary period, shall be placed on the seniority list. Employees having the same hire date shall appear on the seniority list in order decided by lot upon execution of this Agreement.

13.4: Seasonal, temporary, provisional, and reserve employees shall not acquire seniority.

13.5: 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 date 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.

13.6: Loss of Seniority. Seniority shall be broken and forfeited if an employee:

A. Quits or retires.

B. Is discharged and the discharge is not reversed through the grievance procedure.

- C. If he is absent for three (3) days without notifying the Employer, unless it is physically impossible for him to do so.
- D. Fails to return on 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 from any leave of absence as defined in this Agreement, or failure to notify the Public Safety Director or his designated representative concerning inability to return from any leave of absence.

13.7: Super Seniority. Notwithstanding his place on the seniority list, the President of the Canton Township Police Officers Association shall be deemed to have the most seniority for the purpose of layoff only, providing he is able to do the available work.

13.8: Probationary Employees. A new employee shall be a probationary employee without seniority until he has completed a one (1) year probationary period starting on the date that said employee is certified, or if certified when hired, on the date of hiring. The Employer may discipline, discharge or transfer new hire probationary employees at any time during the probationary period. Probationary employees shall have no right to appeal to the Township Merit System Commission and the contractual grievance procedure. Probationary employees shall have the right to Union representations at any disciplinary hearing.

13.9: Employees hired as cadets shall have a probationary period as follows. Cadets hired at level III, twenty-four (24) months; cadets hired at level II, eighteen (18) months; and cadets hired at level I, twelve (12) months. By the end of this probationary period the employee shall be terminated or entered into the seniority list of the Employer as of the first day of employment. The Employer may discharge or transfer new hire probationary employees at any time during this period. Probationary employees shall have no right to appeal to the Township Merit System Commission.

13.10: A probationary employee laid off during his probationary period, but who has been rehired within one (1) year from his last day of work, will continue his probationary period from the last day worked as if his service had not been interrupted by the layoff.

13.11: Any probationary employee rehired by the Township will be considered as a new employee and will begin a new probationary period.

ARTICLE XIV
LAYOFF PROCEDURE

14.1: When there is a definite reduction in force in the Police Department, the following shall govern:

- 14.2: A. Seasonal, part-time, temporary and reserve employees will be laid off in any order within the department affected by the reduction in force, provided the remaining seniority employees are able to perform the work with normal instructions and supervision.
- B. Probationary employees and new hires are the next to be laid off in any order within the police department, provided the remaining seniority employees are able to perform the work with normal instructions and supervision.
- C. If it is necessary to lay off additional employees, they will be laid off in reverse bargaining unit seniority order, provided the remaining seniority employees are able to perform the work with normal instructions and supervision.
- D. No bargaining unit employee will be hired until all laid off bargaining unit employees have had an opportunity to be recalled.

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

ARTICLE XV
RECALL

15.1: Recall of seniority employees will be in reverse order of layoff. Employees who are on the layoff list shall have five (5) working days from the date of notification by registered mail or certified mail within which to return to service. It is the duty of the employee to leave a correct forwarding address with the department so that the Employer can comply with this provision. During this five (5) day period, the job may be temporarily filled by the Township. If the employee is in a situation which makes it difficult for him to return within this time, he must make a request within this time for an extension by registered or certified mail. The extension will not be unduly withheld. The

Township may require proof of the reasons for the extension. If the employee fails to return during this period, he shall forfeit his seniority and rights of recall.

ARTICLE XVI
PROMOTIONS

16.1: The Employer shall determine if a vacant position is to be filled. If the Employer decides to fill the position it shall be done in accordance with this Article.

16.2: The Employer shall post a notice of the vacant position to be filled. This notice shall be posted for seven (7) calendar days. During this posting period any bargaining unit employee who is interested in the posted position shall apply at the Township Personnel Office.

16.3: A promotional eligibility list for Police Sergeant shall be in existence for two years from the date it is established. If the Employer decides to fill a vacancy it shall be done at the time the vacancy occurs. If no promotional eligibility list for Police Sergeant exists at the time a vacancy is to be filled, one will be established as soon as practicable.

16.4: Promotions within the bargaining unit and to Police Sergeant will be made from among qualified employees within the bargaining unit. A Police Officer must have a minimum of four (4) complete years seniority in the Canton Township Police Department in order to be eligible to take the promotional examination for Police Sergeant. All employees hired after July 1, 1997 must have at least a minimum of an Associates Degree in law enforcement or a related field in order to be eligible to take the promotional examination for Police Sergeant. If no employee meets the qualifications herein, or if no eligible employee applies for the examination, the employer shall fill the vacant position from outside the bargaining unit. Qualifications for promotional positions will be determined on the following basis:

Written Examination 40%
Oral Assessment 60%

An employee must have a minimum score of 70% on the Written Examination in order to go on to the Oral Assessment portion of the promotional process.

An employee must have a minimum score of 70% on the Oral Assessment to be placed on the promotional eligibility list.

16.5: Candidates shall be ranked on the promotional eligibility list in order of their combined weighted score on the written examination and oral assessment.

16.6: Promotions within the bargaining unit and to Police Sergeant shall be made from the promotional eligibility list by selecting the top person on the list.

16.7: Once the appointment is made, the selected employee will serve a one (1) year probationary period during which he will perform the job duties of the higher classification. If at the end of this one (1) year period the employee can adequately perform the job duties, he will be permanently raised to this position. The employee will receive the higher rate of pay during the time worked in the higher classification during the probationary period. If it is determined anytime during this one (1) year period that the employee cannot adequately perform the job duties, he will be returned to his prior position and the higher classification will then be refilled according to the provisions of this Article.

ARTICLE XVII
TEMPORARY OPENINGS

17.1: Temporary openings to a higher paid position may be filled by the Employer by transferring an employee or employees to the job on the basis of the top person on the existing promotional list. Temporary openings will not exceed four (4) months.

ARTICLE XVIII
LEAVES OF ABSENCE

18.1: Requesting Leaves of Absence. Upon application to the Public Safety Director or his designated representative, a leave of absence may be granted, without pay, to employees for thirty (30) work days. Requests for more than thirty (30) work days may be granted but only upon approval by the Township Supervisor.

18.2: Reasons for Leaves. 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 may be granted sick leave, without pay, for a period equal to his seniority, or two (2) years, whichever is greater. All sick leave 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. Maternity Leave.

1. Whenever an employee shall become pregnant, she shall furnish the Employer with a certificate from her physician stating the approximate date of delivery.
2. Pregnancy Disability Leave shall be administered in accordance with state and federal law.
3. A leave of absence for child care may be granted upon request for a period not to exceed two (2) years.

D. For National Guard duty, Army encampments, Naval Reserve cruises.

E. Necessary time for settling an estate of a member of an immediate family (father, mother, child, spouse) outside the residency area of the employee.

F. An employee selected to a Union position or selected by the Union to do work for the Union which takes him from his employment with the Employer may, upon written request of the Union, receive a temporary leave of absence for the period of his service with the Union. The same shall apply to members selected to a position with the State or National Union. Such requests must be made yearly. Seniority will accumulate during the leave. Such employee will be returned to the same or like job in line with his seniority.

G. If elected or appointed to a public office, the employee shall be given a leave of absence for the term of his office and shall accrue seniority.

18.3: Returning from Leave of Absence. When returning from any leave of absence, it shall be the obligation of the employee to notify the Employer that he is returning ready, willing and able to work, three (3) working days before his return to work. For leaves of absence of thirty (30) work days duration or longer, the employee must give fifteen (15) calendar days notice of intention to return to work.

18.4: Requests for Extensions of Leaves of Absence. Requests for extension of leaves of absence must be made fifteen (15) calendar days prior to the termination of the original or extension

thereof. The Employer agrees to give his answer, granting or denying the request for extension, five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.

18.5: Copies of Leaves of Absence. The union will be given copies of leaves of absence when granted.

18.6: Seniority During Leaves. Seniority shall continue and accumulate during approved leaves, except that such accumulation shall not exceed the amount of seniority the employee had at the time leave was granted, or two (2) years, whichever occurs first. No other fringe benefits will be continued or granted during the term of the leave of absence.

18.7: 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 FMLA Policy in addition to all other relevant sections of this contract.

ARTICLE XIX STEP UP PAY

19.1: When an employee is temporarily transferred in accordance with Article XVII the employee will receive the rate of pay of the job to which he has transferred. If an employee is temporarily transferred by management to a lower rated job, he retains his old rate if higher, for the duration of the temporary transfer.

ARTICLE XX GENERAL PROVISIONS

20.1: Work Rules. The Employer reserves the right to publish fair and reasonable work rules from time to time. These rules will 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.

20.2: Residency Clause. The Employer agrees that all employees will not be required as a condition of employment to be residents of the Township now or in the future. However, members of the bargaining unit should live within a reasonable distance of the Township.

20.3: Strike Prohibition. The Township agrees it will not lock out employees during the term of this Agreement. The Union and the members of the bargaining unit will not engage in or sanction any strikes, slowdowns, stoppages or delays of any nature during the term of this Agreement.

20.4: Identification Cards. Identification cards will be provided to all employees. It is understood that these cards remain the property of the Employer and upon request of the Employer, or termination of employment, the cards must be returned to the Employer.

20.5: Trading of Work or Leave Days. Subject to manpower requirements, employees shall be permitted to voluntarily trade work or leave days; provided that to insure coverage of shifts, they receive the approval of the Public Safety Director or his designated representative twenty-four (24) hours in advance of this trade. It is understood between the parties that the employee originally scheduled to work shall be responsible for the attendance of his replacement and any absences of replacements shall be charged to the employee originally scheduled to work.

20.6: Rules and Regulations. This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the Township, the Agreement shall prevail.

20.7: Copies of Agreement. A copy of this Agreement shall be distributed by the Township to all members of the bargaining unit. Distribution shall be made within thirty (30) days.

20.8: Parking for Employees. Suitable parking facilities for employee automobiles shall be provided at the police station.

20.9: Gender. 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.

20.10: Light Duty. An employee who is off duty due to service-connected or non-service connected injury or illness may be assigned to light duty at the discretion of the Employer with the employee's doctor's approval. If there is a disagreement between the employee's doctor and the Employer's doctor then the parties will select a third doctor. The decision of the third doctor will be binding on all the parties. Light duty will be a police-related assignment at the employee's regular rate of pay.

20.11: Repayments. An employee shall repay all overpayments made to him by the Employer. The maximum amount which can be deducted from any single paycheck is five percent (5%) of the employee's gross pay. There will be a two (2) year limitations period, beginning from the date of overpayment, within which the Employer must begin making the deductions. This does not effect any right the Employer may have under civil law.

ARTICLE XXI
HOURS OF WORK

21.1: The work week is Sunday through Saturday with a total of forty (40) hours. Workday shall be eight (8) hours.

21.2: The Employer will follow its current practice regarding lunch periods.

21.3: Premium Pay.

- A. Time and one half (1-1/2) will be paid for time worked over eight (8) hours per day.
- B. Time and one half (1-1/2) will be paid for time worked over forty (40) hours per week.

21.4: Permanent Shifts.

- A. Regular shift assignments, excluding special, emergency, and temporary assignments, shall be for a period of six (6) months. Shift assignments shall begin on April 1, and October 1 of each year.
- B. Employees desiring to change shift assignments must file an application in writing with the Public Safety Director at least sixty (60) days prior to the expiration of each six (6) month period. Assignment to a shift will be on the basis of bargaining unit seniority, provided the Employer retains the right to maintain a suitable distribution of experienced and trained employees on each shift.
- C. Once an employee has been assigned to a shift, he will not be arbitrarily or capriciously transferred to a different shift during the six (6) month period of the shift. However, this in no way infringes on the right of the Employer to make special, emergency and temporary assignments based upon the operating needs of the Department.
- D. The Employer may terminate this permanent shift program at any time in its sole and exclusive discretion, provided that the Employer shall notify the employees at least one (1) full six (6) month period prior to the termination of the permanent shift program.
- E. Employees with one (1) year of seniority or less are not entitled to select a regular shift

assignment. Such employees will be assigned shifts by the Public Safety Director, and the Public Safety Director may transfer such employees to other shifts at any time and for any reason.

- F. Police Service Personnel shall be assigned to shifts by the Public Safety Director, and they may be transferred to other shifts at any time and for any reasons at the sole discretion of the Public Safety Director.

21.5: Daylight Savings Time. An employee on duty when Daylight Savings Time changes (April and October) shall be paid for the time actually worked on that day. (e.g., the employee will be paid for one hour less in April and for one hour more in October.)

ARTICLE XXII
CALL BACK

22.1: Call Back. If an employee is called to work early on a scheduled work day, or is called to work on a non-scheduled work day, or is called back to work after working a scheduled work day, then he shall be given a minimum credit of two (2) hours at time and one-half (1-1/2). If an employee is called to work on a scheduled work day less than two (2) hours prior to his normal starting time he will still receive the two (2) hour minimum.

22.2: The Employer reserves the right to keep the employee the two (2) hour minimum to do available bargaining unit work.

22.3: This provision does not deal in any way with scheduled overtime, if the overtime is scheduled immediately prior to or immediately after the employee's normal work hours.

ARTICLE XXIII
COURT TIME

23.1: When an employee is required to attend 35th District Court, while not on duty, the employee shall receive a minimum of three (3) hours overtime at time and one-half (1-1/2).

23.2: When an employee is required to attend any other court or hearing agency, while not on duty, the employee shall receive a minimum of four (4) hours overtime at time and one-half (1-1/2).

23.3: If an employee is required to appear at a court or hearing agency as set forth in this Article and his appearance carries over to his duty hours, the employee will be paid the minimum amount provided in Section 23.1 or 23.2, but will not be

paid for his duty day until he returns to his duty station and begins his normal duty.

23.4: When an employee assigned to a consortium (e.g., Auto Theft, Narcotics, etc.) is required to attend any district court, while not on duty, the employee shall receive a minimum of three (3) hours overtime at time and one-half (1-1/2).

23.5: The above clauses pertain only to appearances required in connection with the employee's employment and while appearing at the direction of the Employer.

23.6: The Employer reserves the right to require an employee to return to the Police Station and work the appropriate minimum time in the event the court appearance does not take the entire two or four hours.

23.7: In the event an employee receives a fee for his appearance in court, said fee shall be turned over to the Township and the employee shall only receive compensation in accordance with this collective bargaining agreement.

ARTICLE XXIV COMPENSATORY TIME

24.1: Employees shall have the option to accrue a maximum of eighty (80) hours compensatory time at time and one half.

24.2: Employees are required to give at least thirty-six (36) hours notice when taking compensatory time. The Public Safety Director or his designated representative may grant approval with less notice at his discretion. It is understood that the Public Safety Director has the right to deny the taking of compensatory time, taking into consideration the operating needs of the Department.

24.3: All compensatory time not taken before December 31 or scheduled to be taken after December 31 of each year, or carried over ~~(Section 24.3)~~ shall be paid the last pay in December. Scheduled compensatory time must be scheduled prior to December 31.

ARTICLE XXV EQUALIZATION OF OVERTIME

25.1: Overtime hours will be divided fairly and rotated equally among employees in the same classification in the department, insofar as it is practical to do so.

25.2: Leave days when taken in conjunction with vacations shall be considered as vacation days for overtime call-in purposes.

25.3: An employee who is off duty on a leave of absence or due to sickness, disability, vacation, or personal time shall not be eligible for overtime call-in.

ARTICLE XXVI
JURY DUTY

26.1: When an employee with one or more years of service is called to report for jury duty, he 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 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.

26.2: If the employee is excused from jury duty prior to the end of his scheduled work day, he will be required to return to work to complete his scheduled work day.

ARTICLE XXVII
WORKER'S COMPENSATION

27.1: Each employee will be covered by the applicable worker's compensation laws.

27.2: 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 service time worked after the employee's return from workers' compensation leave. Workers' compensation leave shall not be counted as service time in rebuilding the employee's coverage.

27.3: If an employee is off on a service connected injury or sickness, for which he is drawing workers' compensation benefits, and the employee is not entitled to at least one (1) full year of supplementation as provided in Paragraph 27.2, the following shall prevail. That employee will be entitled to whatever period of

supplementation he has earned pursuant to Paragraph 27.2. In addition, for whatever additional period of time necessary to provide a total period of supplementation of one (1) year, the employee will be entitled to eighty percent (80%) of his base weekly earnings, which shall include the statutory benefits. The intent of the parties is that the maximum period of supplementation for such employees, at whatever rate and/or rates, will be one (1) year.

27.4: While an employee is off duty on a workers' compensation leave seniority, hospitalization and surgical coverage, and life insurance shall continue at full benefit level. All other fringe benefits shall be discontinued during the term of the leave and shall be pro-rated upon the employee's return to work.

27.5: The Township may offer the employee a job at his regular rate of pay which the employee may not refuse if such job is available in the Police Department.

27.6: 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.

27.7: An employee receiving workers' compensation benefits from the Township may not work for any other employer without the express written permission of the Employer.

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

ARTICLE XXVIII
MILEAGE

28.1: If employees are required to use their own cars, they will be reimbursed at the rate of twenty-six cents (\$.26) per mile, excluding 35th District Court.

ARTICLE XXIX
UNIFORMS
Police Officers

29.1: The Employer will furnish the following uniform items in lieu of any uniform or cleaning allowance:

- 1 raincoat and rainhat
- 1 tie clasp
- 4 pair of pants
- 6 shirts (3 winter, 3 summer)
- 1 hat
- 1 set of leather (department standards)
- 2 jackets (1 winter, 1 spring)
- 3 badges (2 breast, 1 hat)
- 10 sets of patches
- 1 sweater
- 1 name badge
- 1 set of black leather insulated shoes and boots
- 2 ties
- 1 set of fatigues
- 1 fatigue hat

29.2: The employee must turn in all uniform items furnished, including all badges, upon termination or separation prior to issuance of final paycheck.

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

29.4: The Public Safety Director shall make all final determinations on any changes in the uniform. Such changes shall not be made without first receiving recommendations and input from members of the department's uniform committee.

29.5: The Employer shall provide for cleaning every six months of the following uniform items at no cost to the employee:

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

29.6: Employees with a non-uniform assignment will be paid a five hundred dollar (\$500.00) clothing allowance each year, half of which will be paid semi-annually, the last payday in November and May.

29.7: Bullet Proof Vests. The Employer will furnish a bullet proof vest to all patrol officers who request one. An employee who is provided a bullet proof vest shall wear the vest at all times while on duty. Employees who currently have their own bullet proof vest will not be issued a new vest until their current vest becomes unserviceable. Replacement of bullet proof vests will be done in accordance with Section 29.3.

ARTICLE XXX
UNIFORMS
Police Service Personnel

30.1: The Employer will furnish the following uniform items to Police Service Personnel in lieu of any uniform or cleaning allowance:

- 1 pair of uniform shoes
- 1 tie clasp
- 2 pair of pants
- 4 shirts (2 winter, 2 summer)
- 1 hat
- 1 garrison belt
- 2 jackets (1 winter, 1 spring)
- 3 badges (2 breast, 1 hat)
- 6 sets of patches
- 1 name plate
- 2 ties
- 1 key ring

30.2: Police Service Personnel must turn in all uniform items furnished, including all badges, upon termination or separation prior to issuance of final paycheck.

30.3: Police Service Personnel 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.

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

30.5: The Employer shall provide for cleaning every six months for the following uniform items at no cost to the Police Service Personnel.

- (1) one jacket (winter or spring)
- (2) two ties
- (3) one hat

ARTICLE XXXI
WEAPON PROFICIENCY ALLOWANCE

31.1: 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 last pay of November. An employee must be on the payroll of the Employer on the day that the Weapon Proficiency Allowance is paid

in order to receive said payment. The Weapon Proficiency Allowance will not be prorated.

ARTICLE XXXII
PENSION PROGRAM

32.1: The Charter Township of Canton Retirement Plan, as amended, shall be continued for the duration of this Agreement. The current Principal Financial Group contract shall be continued for the duration of that particular contract. The employee will contribute 5% of base pay and the Township 15% of base pay. Further, it is understood that there is no credit for past service prior to July 1, 1976. The determining factor for eligibility for retirement benefits is the number of years of full-time service as a Township employee, as stated in the Township's Retirement Plan. A participant with 10 years of service, as determined pursuant to the Plan, may elect retirement benefits as early as age 55. Employees shall become vested in the Money Purchase Plan and Retirement Plan after they have completed at least four (4) years of service as defined in the appropriate Plan.

32.2: 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.

ARTICLE XXXIII
DISABILITY RETIREMENT

33.1: Eligibility

- A. 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.
- B. 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.

- C. The employee must provide medical evidence, satisfactory to the Township, of his/her total and permanent incapacity 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.

33.2: Benefits

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

A. Pension

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

B. Social Security

The employee must apply for Social Security Disability Income benefits.

C. 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 \$125 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 D of this policy.

D. 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.

E. 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.

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

G. Medicare

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

33.3: Continued Eligibility

- A. 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.
- B. 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 Article 33.2 of this policy until withdrawal of said refusal.
- C. 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 and the disability retirement shall terminate.

- D. Any dispute between a disability retiree and the Township regarding the retiree's continued eligibility for disability retirement shall be resolved pursuant to Article 33.1, Section C of this policy.
- E. A disability retiree who is returned to the employ of the Township pursuant to Article 33.3, Section C 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 XXXIV
LONGEVITY PAY

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

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

34.2: All employees hired by the Township on or after the date of ratification of this contract 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 (\$300.00).
- (b) An additional one hundred (\$100.00) dollars a year will be paid to eligible employees for each additional year of service beyond five (5) years to a maximum of one thousand five hundred (\$1,500.00) dollars.

34.3: 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 XXXV
LIFE INSURANCE

35.1: Life Insurance. The Employer agrees to provide each employee with group life insurance in the amount of Fifty Thousand

Dollars (\$50,000). New employees are covered the first of the month following date of hire.

35.2: Accidental death and/or dismemberment group coverage in the amount of Fifty Thousand Dollars (\$50,000) will also be provided.

ARTICLE XXXVI
HOSPITALIZATION AND SURGICAL COVERAGE

36.1: The Employer agrees to provide employees, spouse and 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 with equivalent coverage. The Employer shall pay the full cost of this coverage. New hires will be covered as provided for in the applicable insurance contract. The Employer shall pay for only one insurance coverage per family. In the event an employee has a spouse working for the Township, one employee must take the cash option.

In the event the Employer wishes to change the hospitalization and surgical insurance carrier, or to participate in a self-insurance program, the parties will negotiate about the change. If the parties cannot reach an agreement, the dispute will be submitted to an insurance arbitrator. If a self-insurance program is used, the confidentiality of employees shall be guaranteed.

36.2: 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 \$125 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 XXVII shall prevail during the period of supplementation for duty disability.

The Employer reserves the right to select the insurance carrier including self-insurance.

36.3: Retirees' Health Insurance.

- A. The Employer shall provide future retirees, 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 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 \$5.00 MAC, APDBP drug prescription rider. The Employer will pay 100% of the group rate for this coverage for employees who retire from the Employer with twenty-five (25) or more 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 who have attained age 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.

- B. Retirees who must pay 50% of the hospitalization and surgical coverage group rate shall pay such amount in advance on a quarterly basis. If payment is not received by the Township prior to the beginning of each quarter, the Township will mail a final request for payment to the retiree. Failure by the retiree to make full and complete payment each quarter within ten (10) days after the final request for payment is sent by the Township shall result in the retiree being dropped from the hospitalization and surgical coverage effective immediately. It is the responsibility of the

retiree to insure that the Township is notified of his current address at all times.

- C. If there is a change in rates by the hospitalization and surgical insurance carrier, the Employer shall notify the retiree of said rate change and any adjustments necessary shall be made on the following quarterly payment.
- D. During all periods of time that a retiree or retiree's spouse is employed and said employer provides health insurance coverage, the retiree or spouse must take said health insurance coverage and the retiree and spouse shall cease to be eligible for the Retiree Health Insurance program set forth above. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's health insurance shall be considered the secondary insurance. Provided, however, that should the retiree or retiree's spouse cease to be covered by health insurance from an outside source, they shall again be eligible for the Retiree Health Insurance program set forth above.

36.4: An employee, after verifying to the Employer that he/she is covered by health insurance through his/her 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 (\$1,200.00) annually which shall be paid in monthly amounts.
- B. If an employee elects not to participate in the health insurance plan he/she 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/her 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.

36.5: Dental Insurance. The Employer agrees to provide a 60-40 dental plan with \$1,000 per year maximum per person, and 50-50 orthodontic coverage with a \$1,000 lifetime maximum to age nineteen (19). Effective July 1, 1999, the Employer will provide a 80/20 dental plan with a \$1,000 per year maximum per person, with 50/50 orthodontic coverage with a \$1,000 lifetime maximum to age 19. The Employer reserves the right to select the insurance carrier,

including self-insurance. The Employer shall pay for only one insurance coverage per family. In the event an employee has a spouse working for the Township, one employee must take the cash option.

36.6: An employee, after verifying to the Employer that he/she is covered by dental insurance through his/her 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 (\$120.00) annually which shall be paid in monthly amounts.
- B. If an employee elects not to participate in the dental insurance plan he/she 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/her 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.

36.7: 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/her duties, if such insurance is available in the 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.

36.8: 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.

36.9: 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.

36.10: Hospitalization and Surgical Insurance Continuation. The hospitalization and surgical insurance of an employee killed in the line of duty shall be continued for the employee'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.

ARTICLE XXXVII
EMPLOYEE FITNESS ALLOWANCE

37.1: 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 last pay period of November. Those who fail to successfully complete the test or who are excused from participation will receive no fitness allowance.

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

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

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 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.
- D. Scoring: Minimum acceptable scores are as follows:

<u>Age</u>	<u>Pushups</u>	<u>Situps</u>	<u>Run</u>
	<u>Men/Women</u>	<u>Men/Women</u>	<u>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 XXXVIII
BEREAVEMENT LEAVE

38.1: Bereavement Leave. Employees shall be entitled to bereavement leave with pay in event of death in the employee's immediate family as determined under paragraph 38.2.

- 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.

38.2: 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.

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

ARTICLE XXXIX
HOLIDAY PAY

39.1: Employees will be paid for the following holidays, subject to the requirements stated herein:

New Year's Day	Day after Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Veteran's Day	Good Friday
Thanksgiving Day	Employee's Birthday

39.2: An employee must work his regularly scheduled full-time service day the day before and after a holiday to qualify for such pay, unless the employee is on medically certified and approved sick leave, vacation, or has been excused by the Public Safety Director or his designated representative.

39.3: When any of the above enumerated holidays falls on a Sunday and the following day is observed as a holiday by the State or Federal government, it will likewise be observed by the Township.

39.4: All employees covered by this Agreement, excluding animal control officers, shall be paid an additional day's pay at their current rate of pay for each of the above mentioned twelve (12) holidays, in the last pay in November.

39.5: Those employees who are not employed by the Township on the date the holiday occurs, or who have failed to qualify under Section 39.2, shall not be entitled to Holiday Pay for that day.

39.6: Animal Control Officers shall be paid their regular straight time pay for each holiday and will be given the day off. If the Animal Control Officer works on any of the above mentioned holidays, he shall be paid double time for all hours worked.

ARTICLE XL
VACATIONS

40.1: The Employer recognizes that employees must have time off for rest and recreation. It therefore grants vacations for this purpose, subject to the following requirements:

40.2: The vacation period shall be from January 1 to December 31 of each year.

40.3: Employees will be granted time off with pay in accordance with the employee's anniversary date with the Township.

40.4: Employees shall be entitled to the following vacation accumulation:

- A. Start to 48 months of service - one hundred eight (108) work hours per year (prorated from date of hire, nine (9) hours a month).
- B. 49 months to 108 months of service - one hundred forty-eight (148) work hours per year (prorated twelve and one-third (12.33) hours per month).
- C. 109 months to 180 months of service - one hundred seventy-two (172) work hours per year (prorated at fourteen and one-third (14.33) hours per month).
- D. 181 months to 240 months of service - one hundred eighty-eight (188) work hours per year (prorated at fifteen and two-thirds (15.67) hours per month).
- E. After 240 months of service - two hundred eight (208) work hours per year (prorated at seventeen and one-third (17.33) hours per month).

40.5: Selection for vacation shall be made by bargaining unit seniority. Personnel may bid for vacation thirty (30) days prior to the April 1 and October 1 shift selection dates. If such employee does not choose to bid for vacation at the time seniority shall not prevail for the assignment of vacation.

40.6: If an employee becomes sick or disabled during his vacation, he may, upon notifying the Public Safety Director or his designated representative, and upon proper medical certification of the sickness or disablement at that time, charge the time off to his sick leave and have the period of sickness or disablement credited to his vacation time off and pay.

40.7: If a regular pay day falls during the time of an employee's scheduled vacation, he may receive his check before going on vacation, provided he notifies the Township of such desire two (2) weeks prior to the time he goes on vacation.

40.8: Employees separated from the Department due to death or retirement shall be compensated in cash for all unused vacation time accumulated at the regular rate of pay at the time of separation. An employee resigning 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. Employees with less than one (1) year of service whose employment is terminated for any

reason, or who resigns, are not entitled to any vacation benefits.

40.9: Employees may take their vacation as earned. Employees shall be allowed to accumulate ninety-six (96) hours of vacation and carry them over to the next year. Carrying over more than ninety-six (96) hours of vacation will be at the discretion of the Public Safety Director. Employees shall only be allowed to cash out vacation days with the permission of the Public Safety Director.

40.10: Bonus Vacation Time. In addition, employees with at least one (1) year seniority will be granted up to sixteen (16) hours of bonus vacation time in any calendar year following a calendar year in which the employee has not used any sick time. One-half (1/2) bonus vacation hour will be deducted for each hour of sick time taken in a calendar year. If an employee uses thirty-two (32) hours of sick time in one (1) calendar year, he loses all bonus vacation time for the following calendar year. Bonus vacation time can be carried over for one (1) calendar year.

ARTICLE XLI
SICK TIME

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

41.2: The Employer shall continue the Sickness and Accident Insurance coverage as provided in Article XXXV, Section 35.2. In addition, after an employee has completed one full year of service, 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 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. An employee with less than one completed year of service shall have the above supplemental coverage prorated on a quarterly basis so that after three months of completed service, the employee shall have two weeks of such coverage; after six months of completed service, the employee shall have four weeks of such coverage; and after nine months of completed service, the employee shall have six weeks of such coverage.

41.3: An employee who is eligible for the supplementation pursuant to Section 41.2 shall be allowed to use this supplemental

coverage to receive full pay for time off due to personal sickness or accident, without providing medical certification not to exceed two (2) work days per incident, for up to a maximum of five (5) work days per year. The employee may use other accumulated time (comp time, personal days, vacation) to supplement this sick time.

41.4: The Employer reserves the right to conduct reasonable investigations regarding an employee's use of sick time including requiring the employee to be examined by a physician of the Employer's choosing. The Employer shall pay the fees for said examination.

41.5: When it has been determined that an employee has violated the spirit and intent of the 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.

41.6: 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.

41.7: An employee who is receiving sick time benefits from the Employer shall not work for any other employer without the express written permission of the Employer.

41.8: An employee off on sick time for more than one calendar week shall automatically be reassigned to a Monday through Friday eight-hour shift.

41.9: An employee requesting sick time for psychological or stress reasons must provide proof that he is currently under the care of a licensed clinical psychologist or psychiatrist.

ARTICLE XLII
PERSONAL LEAVE DAYS

42.1: An employee shall be granted three (3) personal leave days each year for personal business. Personal leave days may be granted provided the employee gives at least a 24 hour notice to the Public Safety Director. It is understood that the Public Safety Director shall not unreasonably deny the taking of personal leave days, taking into consideration the operating needs of the Police Department. In unexpected emergency situations which may

arise, the 24 hour notice may be waived upon substantiating the emergency.

42.2: In the event that more than one employee requests the same time, seniority shall prevail. Personal leave days may be taken in half day increments. There shall be no accumulation of personal leave days; days not used shall be paid for in the last pay period of each December. When an employee is first hired he shall receive personal leave days based on one leave day for each four (4) full months which remain in the calendar year, subsequent to the employee's date of hire. Conversely, when an employee leaves the employ of the Employer, he shall be entitled to personal leave days based on accumulating one (1) personal leave day for each four (4) full months that the employee has worked in that calendar year. If the employee has already taken more personal leave days than he is entitled to under the clause then a dollar amount equivalent to the overpayment of personal leave days shall be deducted from the employee's final paycheck from the Employer.

ARTICLE XLIII
NEW JOBS OR POSITIONS

43.1: Whenever a new job or position is created that has not been previously performed by the employees in this bargaining unit, the Union will be notified of the job or position, its classification and rate. These will be considered as temporary for a period of ninety (90) days. As soon as possible after the creation of any new position, 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 shall be processed through the grievance procedure commencing with the step before arbitration.

ARTICLE XLIV
TUITION REIMBURSEMENT

44.1: 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).
- (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) The applicant 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 terminating 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.

Tuition Reimbursement Program 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 Financial Services Division (Payroll) for the employee's reimbursement on the next regular pay.

(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.

ARTICLE XLV
SAVINGS CLAUSE

45.1: 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 provisions of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

45.2: This Agreement shall be binding on successor 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 the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any geographic alternations.

ARTICLE XLVI
MAINTENANCE OF CONDITIONS

46.1: 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.

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

ARTICLE XLVII
DURATION AND TERMINATION

47.1: This Agreement constitutes the entire written agreement between the parties and shall remain in full force from and after date hereof until June 30, 2000.

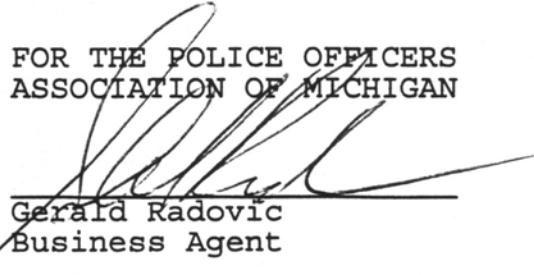
47.2: Either party shall give written notice to the other party sixty (60) days prior to June 30, 2000 of its desire to terminate or modify this Agreement. If no notice is given by either party, this Agreement shall remain in effect.

47.3: 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.


47.4: In the event negotiations extend beyond the said 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.

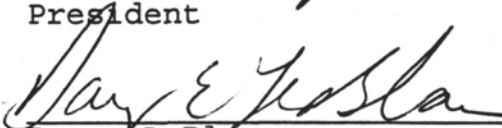
47.5: IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 12th day of May, 1998.

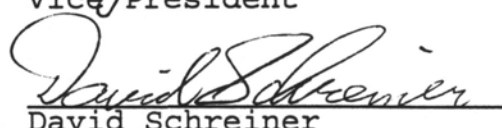
FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

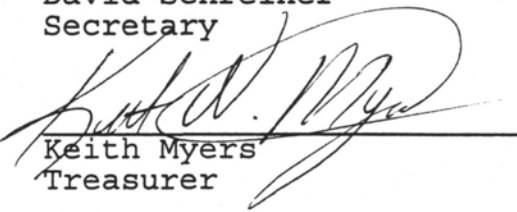

Gerald Radovic
Business Agent

FOR THE LOCAL ASSOCIATION

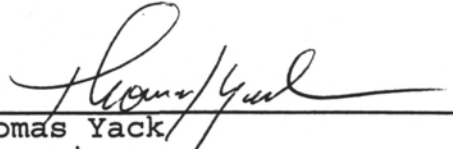

William Keppen
President

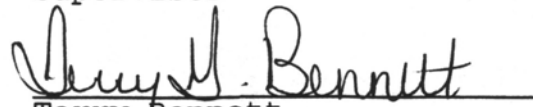

Davey LeBlanc
Vice President

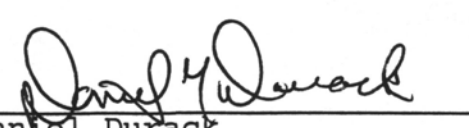

David Schreiner
Secretary


Keith Myers
Treasurer

FOR THE TOWNSHIP OF CANTON


Thomas Yack
Supervisor


Terry Bennett
Clerk


Daniel Durack
Administrative and
Community Services
Director

APPENDIX A
WAGES

Police Officer

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
7/1/97 (3%)	\$30,306	\$38,293	\$41,525	\$43,639	\$45,968
7/1/98 (3%)	31,215	39,442	42,771	44,948	47,347
7/1/99 (3%)	32,151	40,625	44,054	46,297	48,767

Police Officer (Hired between 11/22/94 and 3/1/98)

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
7/1/97 (3%)	\$30,306	\$34,210	\$38,136	\$42,052	\$45,968
7/1/98 (3%)	31,215	35,237	39,280	43,313	47,347
7/1/99 (3%)	32,151	36,294	40,458	44,613	48,767

Police Officer (Hired after 3/1/98)

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
7/1/97 (3%)	\$29,423	\$33,559	\$37,695	\$41,831	\$45,968
7/1/98 (3%)	29,423	34,566	38,826	43,086	47,347
7/1/99 (3%)	29,423	35,603	39,991	44,379	48,767

Police Service Personnel

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
7/1/97 (3%)	\$26,499	\$27,783	\$29,069	\$32,045	
7/1/98 (3%)	27,294	28,617	29,941	33,007	
7/1/99 (3%)	28,113	29,475	30,839	33,997	

PSSO (Hired after 11/22/94)

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
7/1/97 (3%)	\$25,462	\$27,108	\$28,753	\$30,399	\$32,045
7/1/98 (3%)	26,225	27,921	29,616	31,311	33,007
7/1/99 (3%)	27,012	28,758	30,505	32,251	33,997

The parties agree to negotiate regarding wages for Animal Control Officer, Police Cadet and Police Corporal should those positions be filled in the future.

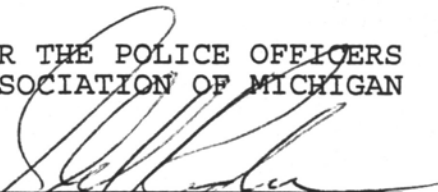
Retroactivity

Retroactivity shall apply only to the base wages and overtime hours but not to any other hours, premiums or other fringe benefits. Retroactivity applies only to those employees who are employed by the Employer on the date this collective bargaining agreement is ratified by both parties.


APPENDIX B
LETTER OF UNDERSTANDING
OFF DUTY WEAPONS

In addition to the specific terms and conditions set forth in the Collective Bargaining Agreement, the Township of Canton and the Police Officers Association of Michigan agree that employees in the bargaining unit will not be required to carry guns during their off-duty hours.

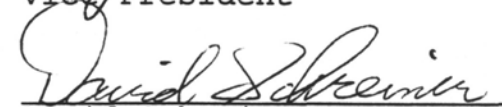
FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

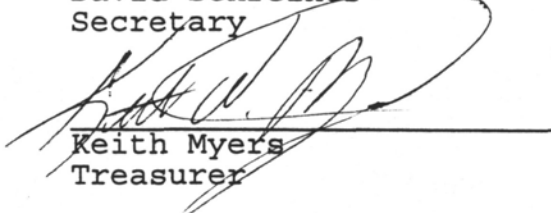

Gerald Radovic
Business Agent

FOR THE LOCAL ASSOCIATION

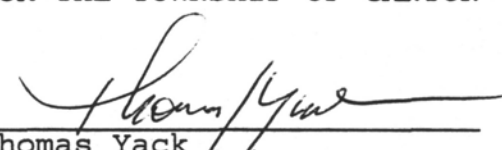

William Keppen
President

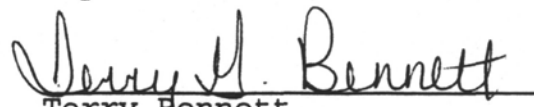

Davey LeBlanc
Vice President

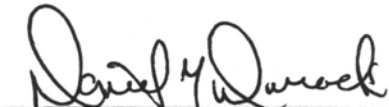

David Schreiner
Secretary


Keith Myers
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FOR THE TOWNSHIP OF CANTON


Thomas Yack
Supervisor

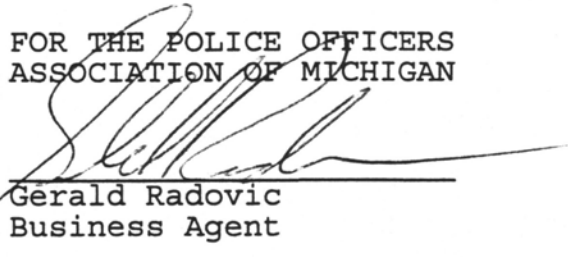

Terry Bennett
Clerk


Daniel Durack
Administrative and
Community Services
Director


APPENDIX C
LETTER OF UNDERSTANDING
SPECIAL ASSIGNMENTS


It is hereby understood and agreed by and between the Charter Township of Canton and the Police Officers Association of Michigan that all bargaining unit employees will be assigned to work an 84 hour pay period. The extra four hours per pay period will be compensated at straight time. Employees will work with their unit command to determine a work schedule. Final determination of the work schedule will be at the discretion of the unit command.

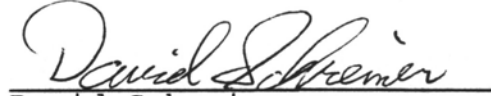
FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

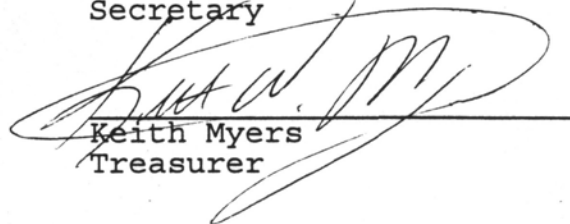

Gerald Radovic
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FOR THE LOCAL ASSOCIATION

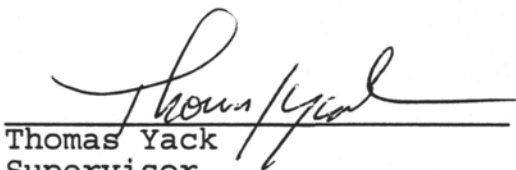

William Keppen
President

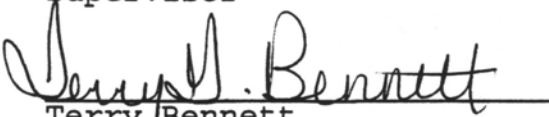

Davey LeBlanc
Vice President

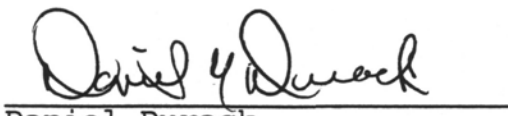

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Thomas Yack
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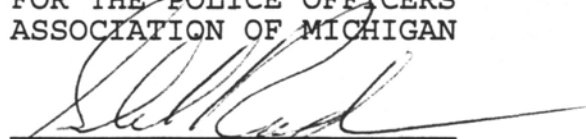

Terry Bennett
Clerk


Daniel Durack
Administrative and
Community Services
Director


APPENDIX D
LETTER OF UNDERSTANDING


It is hereby understood and agreed by and between the Charter Township of Canton and the Police Officers Association of Michigan that the Township shall pay 100% of the group rate for the retiree hospitalization insurance as described in Article 36, Section 36.3 of the collective bargaining agreement for Brian Darow, Robert Holewinski, William Keppen, Fred Pytell, Bruce Roderick, George Sharp, Michael Quinn, Teri Gillespie, Judith Ritter, Anne Ward and Gerald Ellerholz provided they retire from the Township with a least fifteen (15) years of service and have attained at least age fifty-five (55) at the time of retirement.


FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

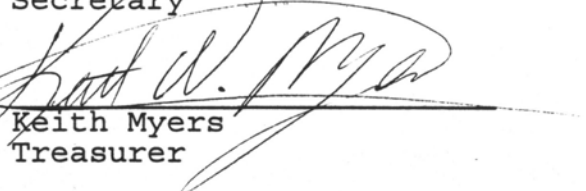

Gerald Radovic
Business Agent

FOR THE LOCAL ASSOCIATION



William Keppen
President



Davey LeBlanc
Vice President

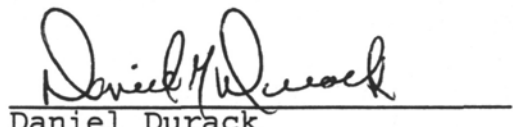

David Schreiner
Secretary


Keith Myers
Treasurer

FOR THE TOWNSHIP OF CANTON


Thomas Yack
Supervisor


Terry Bennett
Clerk


Daniel Durack
Administrative and
Community Services
Director

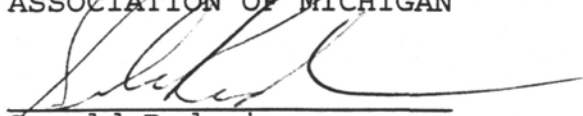
APPENDIX E
LETTER OF AGREEMENT
POLICE OFFICER - 12 HOUR SHIFTS
POLICE SERVICE PERSONNEL (DISPATCHERS)

It is hereby understood and agreed by and between the Charter Township of Canton and the Police Officers Association of Michigan that:


1. Employees shall be assigned to work a 12 hour shift schedule.
2. Either party may, by written notice to the other party, terminate the 12 hour shift schedule. In such a case the employees would be returned to an 8 hour shift schedule beginning one year from the date of said written notice.
3. On the 12 hour shift schedule, shift hours shall be 0700 hours to 1900 hours, 1900 hours to 0700 hours, and 1500 hours to 0300 hours. Employees may bid for a shift pursuant to Article XXI, Section 21.4C of the contract. In addition, the employer shall have the exclusive right to assign employees to a specific platoon on a shift.
4. In switching to a 12 hour shift all time referred to in the contract shall be converted on an hour for hour basis, except as otherwise provided for in this letter of agreement.
5. While employees are working the 12 hour shift schedule the employer shall have the right in its sole and exclusive discretion to reschedule employees with a seventy-two hour notice, specifically for training, special events, and court. The employer also has the right to approve or deny an employee's request for time off.
6. Employees shall continue to be paid Holiday Pay at the employee's straight time rate of pay x 8 hours x 12 holidays pursuant to Article XXXIX of the contract.
7. Employees who work 12 hour shift shall receive four (4) hours of compensatory time at straight time for that pay period.
8. Article XL, Section 40.11 shall be amended so that employee working 12 hour shifts with at least one (1) year seniority will be granted up to twenty-four (24) hours of bonus vacation time in any year following a year in which the employee has not used any sick time. One (1) bonus vacation hour will be deducted for each hour of sick time taken in one (1) year. If an employee uses twenty-four (24) hours of sick time in one (1) year, he loses all bonus vacation time for the following year. Bonus vacation time can be carried over for one (1) year.

9. Employees who work the 12 hour shift shall receive 1-1/2 rate of their pay for all time worked over 12 hours.
10. Article XLI, Section 41.3 shall be amended so that employees working 12 hour shifts shall also receive full pay for time off due to personal sickness or accident without providing medical certification, not to exceed two (2) work days per incident, for up to a maximum of three (3) work days per year. The employee may use other accumulated time (comp time, personal days, vacation) to supplement this sick time.
11. Special assignments shall not necessarily be governed by this Letter of Agreement.
12. The 12 hour shift shall be defined as stipulated in the attached 12 hour schedule.

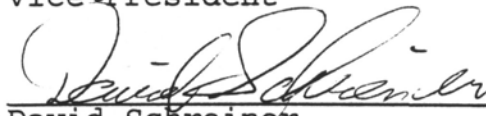
FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

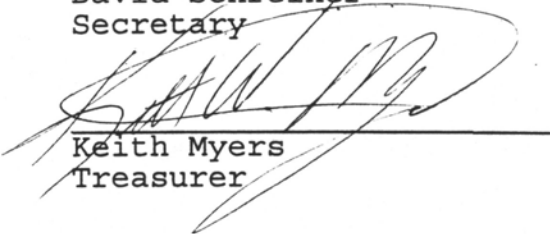

Gerald Radovic
Business Agent

FOR THE LOCAL ASSOCIATION

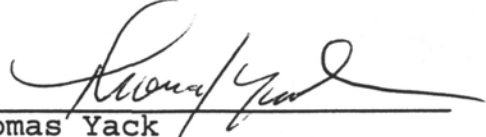

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Vice President

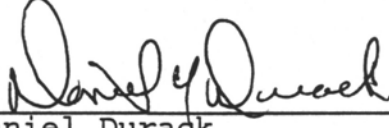

David Schreiner
Secretary


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FOR THE TOWNSHIP OF CANTON


Thomas Yack
Supervisor


Terry Bennett
Clerk


Daniel Durack
Administrative and
Community Services
Director

4 PLATOON SYSTEM (12 HR. SHIFT)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
PLATOON "A"																															
(9A-9P)																															
SERGEANT	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
CORPORAL	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
POLICE OFFICER	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
POLICE OFFICER	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
POLICE OFFICER	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
POLICE OFFICER	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
PLATOON "B"																															
(9A-7P)																															
SERGEANT		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
SERGEANT		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
BOOSTER "1"																															
(3P-3A)																															
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POLICE OFFICER	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
POLICE OFFICER	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
BOOSTER "2"																															
(3P-3A)																															
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
BOOSTER "3"																															
(9A-5P)																															
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PLATOON "C"																															
(7P-7A)																															
SERGEANT	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
CORPORAL	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
POLICE OFFICER	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
POLICE OFFICER	*	*	*		*	*			*	*			*	*	*		*	*			*	*			*	*		*	*	*	
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PLATOON "D"																															
(7P-7A)																															
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SERGEANT		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			
POLICE OFFICER		*	*			*	*	*			*	*			*	*			*	*	*			*	*		*	*			