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AGREEMENT

BETWEEN

CHARTER TOWNSHIP OF EMMETT

-&-

THE POLICE OFFICERS LABOR COUNCIL

Effective: April 1, 1999

Expires: March 31, 2002

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Emmett Township

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2000, by and between the **CHARTER TOWNSHIP OF EMMETT**, County of Calhoun, a Municipal Corporation, hereinafter referred to as the "Employer" and the **POLICE OFFICERS LABOR COUNCIL**, hereinafter referred to as the "Union".

PURPOSE AND INTENT

Section 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 Employer, the employees, and the Union.

Section 2. The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the Township.

Section 3. The Employer and the Union will encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. Recognition

Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive bargaining representative, as defined in Act 379, of the Public Acts of the State of Michigan of 1965, as amended, for all of the employees employed with the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time employees of the Public Safety Department occupying the classification of Public Safety Officer III or IV.

ARTICLE 2. Aid to Other Unions

The Employer agrees that during the life of this Agreement it will not recognize any organization other than the Union as the collective bargaining agent for the bargaining unit employees. The Employer shall not enter into any other agreements with employees in this bargaining unit individually or collectively, or with any organization which in any way conflicts with the provisions hereof.

ARTICLE 3. Agency Shop

Section 1. Agency Shop: 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 continue membership in the Union or pay a representation fee to the Union for the duration of this Agreement.

Section 2. Union Membership: Employees covered by this Agreement who are not members of the Union at the time it becomes effective and who have completed their probationary period shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the Union or to pay a representation fee to the Union commencing ninety (90) working days following the beginning of their employment in the unit.

Section 3. Compliance: Employees shall be deemed to comply with the terms of this Agreement if they are not more than sixty (60) days in arrears for membership dues or representation fees, respectively.

Section 4. Representative Fee: The "representation fee" is that amount of money which is determined by the Police Officers Labor Council from time to time, to be the equivalent to the proportionate amount necessary for the negotiation and administration of this Agreement and the cost for grievance processing which shall

not include any initiation fees or special assessments for other than the above described purposes. This section does not require any employee to pay any fees or dues which are related to political action or other non-representational activities of the Union and does not require any employee to join or become a member of the Union

Section 5. Dues Checkoff: The Employer agrees to deduct from the employees dues or a representation fee, provided that an authorization form shall be executed by each employee. The written authorization shall remain in full force and effect until the termination of this Agreement.

Section 6. Deduction of Dues: The Employer shall be required to make dues and fees deductions only as long as it may legally do so. The Union will fully protect and render the Employer harmless against any liabilities or claims arising from deduction of dues made in accordance with this Section.

Section 7. Leave: Dues and fees shall be deducted each pay period with appropriate adjustments being made for any employee who is on vacation or paid leave.

Section 8. Notice: The Union shall, thirty (30) days in advance of the start of the fiscal year, give written notification to the Employer of the amount of the dues and fees which are to be deducted. Deduction amounts for these dues shall not be subject to change during an entire fiscal year except for one (1) mid-year adjustment upon the Union providing thirty (30) days written notice of such change.

Section 9. Religious Objection: Any employee who has a good faith religious objection to the requirement of this Section due to a tenet of their religion shall not be subject to those requirements. Any such employee shall notify the Employer and the Union of his objection and the basis for such objection. The Union is entitled to grieve concerning the Employer's decision on the grounds that the Employer's decision was arbitrary, capricious or without supportive evidence.

ARTICLE 4. Save Harmless

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall arise out of the action taken by the Employer for the purposes of complying with the provisions of this Agreement.

ARTICLE 5. Representation

Section 1. Steward: The Employer agrees to recognize one (1) steward and one (1) alternate steward elected by the Union. The duties of the steward shall be limited to the administration of the Agreement, including the investigation and presentation of grievances as established in the Grievance Procedure. The alternate steward shall take the place of the steward only in the absence of the steward.

The Employer agrees to compensate the steward or alternate for all reasonable time lost from his regular scheduled work at his regular rate of pay while meeting or conferring with the Employer representative.

The Union shall notify the Employer in writing of the names of the steward and alternate and any changes thereto.

Section 2. Collective Bargaining Committee: The Union, in contract negotiations, may be represented by one (1) employee on the bargaining team or the bargaining unit, one (1) alternate and at least one (1) non-bargaining unit representative.

The Union shall notify the Employer in writing of the names of the bargaining team members and the alternate prior to the commencing of negotiations.

Section 3. Representation: Only one (1) bargaining team member will be paid for time spent in negotiations with the Employer and only in the event that the employee is scheduled to work during the bargaining meeting. Said time shall be only for straight time hours worked had the employee worked the regularly

scheduled shift. If the employee is off duty at the time of negotiations, he shall receive no compensation from the Employer.

ARTICLE 6. Management Rights

Section 1. The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and the Constitution of the United States. Further, all rights which ordinarily vest in and are exercised by Employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Employer including, but without limiting, the generality of the foregoing:

- (a) To manage its affairs efficiently and economically, including a determination of quantity and quality of services to be rendered; the control of materials, tools and equipment to be used; the discontinuance of any services, materials or methods of operation.
- (b) To introduce new equipment, methods, machinery or processes; to change or eliminate existing equipment; and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.
- (c) To subcontract or purchase any or all of the construction of new facilities or the improvement of existing facilities and the bargaining unit when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Public Safety Department; however, all other subcontracting shall be the object of collective bargaining.
- (d) To determine the number, location and type of facilities and installations.
- (e) To determine the size of the work force and increase or decrease its size, subject to the provisions of this Agreement.
- (f) To hire, assign, and layoff employees in accordance with the terms of this Agreement; however, all reductions in workweek or workday or any reduction involving a combination in the length of the workday, workweek, and/or layoffs, are the subject of collective bargaining.
- (g) To permit Township employees, not included in the bargaining unit, to perform bargaining unit work, when an immediate and unforeseen emergency places demands which exceed the manpower capabilities of the Public Safety

Department; however, all other use of Township employees to perform bargaining unit work is the subject of collective bargaining.

- (h) To determine the work force, assign work and determine the number of employees assigned to operations.
- (i) To establish, change, combine or discontinue job classifications and prescribe assigned job duties, content and classification; however, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classification(s), and the establishment of wage rates for any new or changed classification(s) shall be the subject of collective bargaining.
- (j) To determine lunch, rest period and clean-up times; starting and quitting times.
- (k) To establish reasonable work schedules.
- (l) To adopt, revise, and enforce working rules and procedures contained within the Public Safety Department Rules and Regulations.
- (m) To transfer, promote, demote employees from one classification, department or shift to another with just cause.
- (n) To select employees for promotion and transfer to supervisory or other positions as determined by the qualifications and competency of employees to perform available work.

Section 2. Reserved Rights: The bargaining unit hereby agrees that the Employer retains as its sole exclusive right to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 7. No-Strike

The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor

shall they absent themselves from their work, stop work, or abstain in whole, or in part, from the full, faithful and proper performance of the duties of their employment.

ARTICLE 8. Non-Discrimination

Equality of Treatment. It is agreed by the Employer and the Union that the parties are obligated, legally, to provide equality of opportunity, consideration and treatment of all members of the Union, to establish policies and regulations that will ensure such equality of opportunity, consideration and treatment of all members employed by the Employer and in all phases of the employment process.

ARTICLE 9. Union Rights

Section 1. Bulletins and Orders: A copy of each special order, general order, rule, regulation or training bulletin shall be made available to the employees.

Section 2. Discussion of Union Business: Members shall be permitted to discuss Union business with other members of the bargaining unit during their duty hours provided that such discussion shall not interfere with the performance of the members' duties.

Section 3. Visitation: Representatives of the Union may enter the Public Safety Department premises for any proper bargaining unit business; provided they have secured prior permission of the Employer or his designee. The Employer shall grant permission to the Union representative to visit the employees for the above limited purpose at a mutually agreeable time and place.

Section 4. Personnel File: The personnel file of a member of the Union shall be kept under the direct control of the office of the Clerk.

- (a) Upon written request to the Township Clerk, a member of the Union may view his own personnel file as to its total content, except the background investigation report.

- (b) It is understood by the Union and the Employer that personnel files may be reviewed by the Township Supervisor, the Township Officers and members of the Township Board of Trustees.
- (c) All Public Safety Department personnel file must be kept and maintained in the confines of the Employee so as to secure their privacy.
- (d) The employee shall receive a copy of all entries in his personnel file.

ARTICLE 10. Special Conferences

Special conferences, including safety, will be arranged between the Union and the Employer or their designated representatives, at a mutually convenient time and place when there are important matters to be discussed. Such meetings may be attended by up to two (2) Union representatives and two (2) Employer representatives. Requests and arrangements for such special conferences shall be made in writing together with an agenda of the matters to be discussed at the meeting. Matters taken up in special conferences shall be confined to those included on the agenda.

ARTICLE 11. Captions

The captions used in each section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

ARTICLE 12. Gender

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

ARTICLE 13. Bargaining Unit Responsibilities

The Union agrees that its members will perform efficient services and will use its best efforts to protect the property and interest of the Employer and will cooperate with the Employer in the performance of their duties.

ARTICLE 14. Separation - Voluntary Termination

All employees will notify the Employer whenever possible, in writing, two (2) weeks prior to voluntarily terminating employment with the Employer. Failure to provide two (2) weeks written notice may result in the loss of accumulated benefits. Employees shall have the responsibility of turning in all Township property and equipment at termination of employment.

ARTICLE 15. Supplemental Employment

Members of the bargaining unit may engage in supplemental employment if they so desire, provided, however, that it is understood and agreed that the first obligation of the members of the bargaining unit is to the Charter Township of Emmett and supplemental employment shall in no way conflict with regularly assigned duties, including regular overtime, emergency call-out time and/or court time.

ARTICLE 16. Employment Application and Pre-Employment Documents

All applicants for employment within the bargaining unit will complete an employment application and such other pre-employment documents as presented. Applicants must fully, completely and truthfully answer all questions put to them including those submitted by the Employer's physicians, psychiatrists or other such professionals retained to screen applicants for hire. It is understood that all documents submitted or completed during the pre-hire process are an integral part of the employment relationship, if established, and any subsequent discovery that

any false or inaccurate information was provided in any such documents to the Employer or that the employee/applicant omitted material information, may result in discipline up to and including the termination of employment.

ARTICLE 17. Change in Personal Status

Employees shall notify the Employer of any change of name, address, telephone number, marital status or number of dependents promptly, within five (5) days after such change has been made. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status and number of dependents shown on its records for all purposes involving his employment and this Agreement.

ARTICLE 18. Grievance Procedure

Section 1. Definition of Grievance: A grievance is a dispute, claim or complaint arising under and during the Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit.

Section 2. Time to File Grievance: A grievance shall be presented promptly, and in all cases, no later than ten (10) days from the occurrence of the event upon which the grievance is based, or within ten (10) days from the time the Grievant should have reasonably known of the event upon which the grievance is based.

Section 3. Specific Reference: Any grievance filed shall refer to the specific provision or provisions of the Agreement alleged to have been violated, and shall set forth the facts pertaining to such alleged violations.

Section 4. Steps of Grievance Procedure:

STEP 1: The informal resolution of difference or grievances is urged and encouraged to be resolved at the lowest possible level of supervision. Immediate Supervisors, Command Officers, and Reviewing Officers shall consider promptly any grievance presented within the scope of their authority and take such timely action as is required.

The Command Officer or his designee shall give a verbal answer to the employee or bargaining unit representative within three (3) days of the employee or bargaining unit representative's initial submission of the grievance.

STEP 2: If the grievance is not settled through the verbal procedures set forth above, it shall be reduced to writing, submitted to the Director or his designee, and shall include: time, date, the alleged contractual violation, written rule or regulation or condition of employment that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired and the signature of the employee or the signature of the Union representative. A grievance at Step 2 shall be submitted within three (3) days of the verbal answer of the Employer in Step 1.

The Director or his designee shall acknowledge receipt of the grievance by entering the time and date received. A copy of the acknowledged grievance shall be returned to the Grievant. The Director shall give his written answer within ten (10) days of the grievance.

STEP 3: If the answer in Step 2 is unsatisfactory to the Union, the Union must, within five (5) days from receipt of the Step 2 answer, appeal the grievance to the Township Supervisor. Upon receipt of such an appeal, the Supervisor will arrange a meeting to be attended by the Supervisor, Director and/or labor counsel, and the steward and staff representative. The Supervisor will give a written disposition of the grievance to the Union no later than the end of the fifth (5th) working day following the date of the meeting.

STEP 4: Arbitration: In the event the answer provided in Step 2 is not satisfactory to the Union and it wishes to carry the matter further, it shall, through its representative, within thirty (30) calendar days from the date of the Employer's answer in Step 3, submit such grievance to arbitration by the Federal Mediation and Conciliation Service, requesting that an arbitrator be selected with its assistance and under its rules. The Union shall, simultaneously with its submission of a grievance to arbitration, provide the Employer with a copy of said submission.

Section 5. Arbitrator's Powers: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement. The arbitrator shall have no power to establish wage scales or rates or change any rate unless it is provided for in this Agreement. In the event a case is

appealed to an arbitrator and he finds that he has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award, under no circumstances, shall be based on other extra-contract matters not specifically incorporated in this Agreement. The rules, regulations and Township policies are incorporated herein by reference. In the event of a back pay award, the Employer shall receive a set-off equal to 100% of all unemployment compensation benefits paid to the employee. In addition, the Employer shall receive a set-off of earnings from another source which exceed those sums normally earned by the employee prior to his/her suspension or discharge.

Section 6. Expenses of the Arbitrator: Expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of the witnesses which are called by them.

Section 7. Sole Remedy: The parties agree that the grievance forum is intended to resolve disputes regarding the Agreement, therefore, the parties agree that the grievance forum shall be the sole remedy for alleged violations of the Agreement. The parties understand and agree that in making this Agreement they have resolved, for its term, all bargaining issues which were or could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over their interpretation or application of matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Section 8. Procedural Errors: The failure of either party to follow the steps and time limits as allowed and outlined herein shall result in the following:

- (a) Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when the time for disposition expired.
- (b) In the event the Union does not appeal a grievance from one step to another within the time limits in a fashion required, the grievance shall be considered as being settled on the basis of the Employer's last answer.

Section 9. Time Limits: Time limits in the grievance procedure may be extended by mutual consent of both parties and the meeting date, within the time limits, shall be mutually agreed upon in writing and signed by both parties. For the purpose of time limits only within the grievance procedure, whenever the term "days" is used, it shall mean Monday through Friday, inclusive, except for holidays, which are excluded.

Section 10. Grievance Settlement: It is understood and agreed that any grievance settlement arrived at hereunder between the Employer and the Union is binding upon both parties and cannot be changed by any individual employee.

Section 11. Expedited Grievance: Employees who are disciplined, suspended from work without pay, or discharged may file a grievance immediately at Step 3 of the grievance procedure.

ARTICLE 19. Discharge and Discipline

Section 1. Cause: All disciplinary action taken against an employee with seniority shall be for cause.

Section 2. Benefits: If a member is suspended for disciplinary action, he shall not receive pay, however, he shall receive all other Township benefits.

Section 3. Charges and Specifications: The charges and specifications resulting in such discipline shall be reduced to writing by the Commanding Officer invoking the action and a copy shall go to the Union and to the member against whom the charges are brought. The Union will receive notice of final disposition of any disciplinary action.

Section 4. Specific Sections: Such charges and specifications shall cite the specific incident and/or rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 5. Representation: At all stages of the disciplinary procedure, any member with seniority against whom charges have been made may be represented by Union representatives.

Section 6. Suspension: In the event a member is suspended pending investigation, for any reason, and as a result of the investigation he is exonerated of the charges causing the suspension, he shall be compensated for all back wages lost due to the suspension.

Section 7. Probationary Employees: Probationary employees shall not be entitled to the benefits provided for in this Article nor will they be eligible for the rights of the Grievance Procedure as contained in Article 18 in respect to any disciplinary action taken by the Employer.

Section 8. Special Inactivation: If any member shoots, while in the line of duty, another person, resulting in death, that member will be inactivated receiving full pay and benefits for a period of three (3) days except during periods of emergency. During the three (3) days, the employee must make himself available for investigative purposes.

ARTICLE 20. Work by Supervisors

Section 1. Employees of the Employer not covered by the terms of this Agreement may perform work covered by this Agreement as has been the practice of the Employer prior to the execution of this Agreement, including by way of classification and not limitation, the Director and other employees above the rank of Public Safety Officer, may be scheduled to perform a regular tour of duty.

Section 2. It is the intent of the parties that no part-time employees and non-bargaining unit personnel shall be used to displace full-time bargaining unit personnel.

ARTICLE 21. Hours of Work and Overtime

Section 1. Schedules: The work of unit employees shall be scheduled by the Employer to meet the needs of the Department. Schedules shall be posted at least one (1) week in advance. Shift time shall include one-half (½) hour for a paid meal period; said one-half (½) hour period includes the time of travel. Employees will be

scheduled on regular four (4) month rotating shifts. An employee may exercise shift preference by seniority within his classification only, provided such exercise does not result in the employee working the same shift for three (3) consecutive four (4) month periods. Any employee desirous of exercising seniority for shift assignments must annually provide the Director, in writing, his/her first and second choices of shift preference. If the employee's seniority permits, he/she will be given first choice for two (2) consecutive four (4) month periods and the employee's second choice will be assigned for the third four (4) month period.

Section 2. Working Periods: The workweek shall begin on Saturday at midnight and end on the following Saturday at midnight. The workday shall consist of a twenty-four (24) hour period beginning at midnight on one day and ending at midnight on the following day. The regular work shift shall consist of eight (8) hours, including one-half ($\frac{1}{2}$) hour of paid meal time as provided. The employees shall be paid at the rates hereinafter provided in Appendix "A" for working five (5) regular shifts per workweek.

Each employee covered by this Agreement shall be paid time and one-half ($1\frac{1}{2}$) for any hours worked in excess of eight (8) hours per day or five (5) days per week, or for any hour or part thereof worked during any sixteen (16) hours between his regularly scheduled eight (8) hour shifts except when he is scheduled to work all or part of another shift in any one working day at his own request. The aforesaid overtime work shall be scheduled by the Director.

Section 3. Shift: The Employer reserves the right to establish shift starting and quitting times. The Union normally will be notified in advance of general changes in starting and quitting time.

Section 4. Compensatory Time: An employee who works overtime may request that such time worked be placed in a compensatory time-off account. If compensatory time is approved by the Director, it will accumulate at the same rate as overtime, one and one-half ($1\frac{1}{2}$) hours for each hour worked. The maximum amount of compensatory time an employee may have in his/her account shall not exceed eighty (80) hours at any one time. An employee who has accrued compensatory time must submit a timely request to the Director, or his/her designee, and receive approval, in order to use the banked time as time off. Compensatory time earned between April 1st and not utilized by October 1st will be paid the first full

payroll period following October 1st. Compensatory time earned after October 1st and not utilized by March 15th, will be paid in the last full payroll period of the fiscal year.

Section 5. Court Time: Any employee who is required to appear in Court on non-duty hours will be compensated for a minimum of two (2) hours overtime unless attendance at Court extends past two (2) hours, in which case he/she shall be paid overtime for hours or portions thereof actually in attendance.

Section 6. Leave Days: Leave days shall not be changed, switched or rescheduled to avoid paying time and one-half (1½) except by mutual agreement between the parties and except when the employee changes shifts in accordance with the schedule prepared by the Employer.

Section 7. Call Back: If an employee is called back to work he will be compensated for a minimum of two (2) hours overtime unless such call back shall extend past two (2) hours in which case he shall be paid overtime for hours or portions thereof, worked.

Section 8. Equalization of Overtime: All full-time employees shall be given a reasonable time to respond to the request for overtime (excluding that time normally set aside for regularly scheduled part-time personnel). The Employer will make the call-in of full-time personnel utilizing a call list prepared by the Union. such call list will be for a minimum period of four (4) months and will coincide with the commencement of normal shift rotation schedules.

Section 9. Part-Time Employees: Part-time employees may also be used for:

- (a) Filling in as a result of absences of full-time employees who are utilizing vacation leave, personal leave, or compensatory leave;
- (b) During extended illnesses or injury of a full-time employee in excess of four (4) days or more. (The Employer may use part-time personnel commencing on the first day of a full-time employee's absence upon notice that the illness or injury will be for a period in excess of four (4) days;
- (c) For the purpose of filling in as a result of absences of the Director or other non-bargaining unit personnel during the day shift. Absence(s) of the Director

or other non-bargaining unit personnel is intended to mean that such personnel are not available because of necessary responsibilities such as court, obtaining warrants or necessary meetings with officials. If both the Director and Lieutenant are unavailable on the day shift and no bargaining unit employee is working the day shift or the regularly assigned bargaining unit employee on the day shift is absent for reasons other than those set forth in Sections 9 (a) and (b), the Employer will call in a qualified bargaining unit employee to work. The called in employee will be guaranteed either two (2) hours of work or two (2) hours of pay at time and one-half. It is understood that the bargaining unit employee called in can be relieved of his/her call-in duty as soon as the Director and/or Lieutenant is no longer absent.

ARTICLE 22. Seniority

Section 1. Definition: Township seniority shall be defined as the length of service with the Township. Township seniority will be utilized to determine an employee's eligibility for vacation and pension benefits.

Classification seniority shall be defined as the length of service with the Township in a particular classification. Classification seniority will be utilized for staffing schedules. A cross-trained employee will carry his/her seniority earned in his/her prior classification.

A permanent full-time employee will begin to accumulate classification seniority upon the expiration of his/her probation period, at which time his/her name will be placed on the seniority list as of his/her last date of hire as a full-time employee of the Department.

Section 2. Probationary Period: All employees shall be considered to be on probation and shall have no seniority until they have been employed continuously for twelve (12) months following the first day of work for the Department. During this period an employee may be disciplined, laid off or discharged without regard to this Agreement.

ARTICLE 23. Seniority List

A seniority list shall be prepared and a copy posted on the Bulletin Board. It shall be revised and kept current from time to time by the Employer.

ARTICLE 24. Loss of Seniority

Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge for just cause.
- (b) Failure to report for work on any scheduled day without notifying the Employer or his Commanding Officer without reasonable justification.
- (c) Failure to return to work upon recall from a layoff.
- (d) Failure to return to work or notify the Employer without reasonable excuse at the expiration of a leave of absence.
- (e) Laid off for lack of work for more than twenty four (24) months or his length of seniority at time of layoff, whichever is less.
- (f) Retirement.
- (g) The employee is absent from work for a reason other than layoff for twelve (12) consecutive months.
- (h) The employee is absent from work in excess of eighteen (18) consecutive months due to a work related illness or injury.

The seniority of an employee that has been lost under the above provisions may be restored in full or in part by mutual agreement between the Employer, the employee and the Union.

ARTICLE 25. Temporary Assignments

Section 1. Any employee assigned by the Director to perform the duties of a higher ranking officer for a period in excess of thirty (30) consecutive working days shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall commence on the thirty first (31st) consecutive workday in which the employee has held the assignment and shall continue until the employee is reassigned to his normal (or another) lower ranking position. The Director shall make assignments to temporary vacancies in higher positions based on all appropriate factors, one of which shall be seniority.

Section 2. An employee assigned as a training officer shall be compensated at time and one-half (1½) his/her regular rate of pay for all hours worked outside his/her regular shift while conducting training of public safety officers.

ARTICLE 26. Promotions

Section 1. Promotions shall be made on the basis of written examinations and interviews by the Director and/or his designee. All promotions must be approved by the Township Board.

Section 2. An employee promoted to the rank of Sergeant or above shall serve a six (6) month probationary period. During this period, the employee may, at his/her option or at the request of the Employer, revert back to his/her former classification and rate of pay. During this probationary period, the employee will receive the rate of the promotional classification.

ARTICLE 27. Layoff and Recall

Section 1. Order of Layoff: Layoff of employees shall be made by inverse order of their classification seniority within the affected classification.

Section 2. Notice of Layoff: The Employer shall give written notice to the employee and the Union of any proposed layoff. Such notice shall state the reasons

therefore and shall be submitted at least one (1) calendar week before the effective date thereof.

Section 3. Recall Procedure: When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report for work within one (1) week from date of mailing of notice of recall, he shall be considered to have quit.

ARTICLE 28. Leaves of Absence

Leaves of absence may be granted by the Employer for good cause, during which the employee shall continue to accumulate seniority, unless it is an unpaid leave of absence in which case the employee's seniority shall be frozen.

The length of unpaid leaves of absence shall be governed by the needs of the Township.

ARTICLE 29. Worker's Compensation

If an employee is injured in the line of duty, he shall receive, pursuant to applicable state statutes and regulations, Worker's Compensation benefits. Such an employee may apply accumulated sick pay and/or vacation in no less than half (½) day increments, to make up the difference between regular net salary (gross salary less all deductions for federal, state and local taxes) and his Worker's Compensation benefits. Upon depletion of accumulated sick leave and/or vacation, these differential payments will terminate.

ARTICLE 30. Sick Leave

Section 1. Each full-time employee covered by this Agreement shall accumulate sick leave credit at the rate of eight (8) hours per month of continuous employment with a maximum accumulation of three hundred twenty (320) hours.

Section 2. All full-time employees asking for credit for sick leave must notify the Director or his designee by telephone at least one (1) hour before the start of the new day for which credit is asked. Failure to timely notify the Director or his designee will result in lost time unless the failure to so notify is excused by the Director because of extenuating circumstances.

Section 3. An employee may use sick leave for absence due to illness, injury or incapacity over which the employee has no reasonable control, including exposure to a contagious disease which would constitute a danger to the health of others by the employee's attendance at work and/or medical and dental care or treatment to the extent of time required to complete such appointments.

Section 4. Absence for a fraction or a part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not less than two (2) hours. Employees who have exhausted their sick leave credits, but are still unable to return to work, may as an option continue to receive their pay chargeable against any unused vacation credits.

Section 5. No employee shall be eligible for, or accumulate, paid sick leave during a leave of absence nor will sick leave credits accumulate during layoff. Sick leave may not be used for vacations or to extend vacations, nor can it be used to extend holidays or weekends.

Section 6. The Director or his designee shall be responsible for reviewing and approving employee's requests for sick leave. Anytime an employee is off sick for more than five (5) consecutive working days because of illness or injury, it will be necessary to submit a slip from a doctor stating the illness or injury. If an employee has been previously notified that he/she has been determined to be excessively absent, said employee will be required thereafter to provide the employer with a physician's report, irrespective of the length of sickness or injury leave.

Section 7. Before an employee absent from his duties for five (5) consecutive days returns to work, he shall satisfy the Employer that he is fit to again perform his duties. The Employer may require an employee to submit to a physical examination with a physician of the Employer's choice and at the Employer's expense.

Section 8. Employees of the former Police Department of the Charter Township of Emmett on the Employer's payroll as of April 22, 1985, will each be

entitled to a sick leave bank consisting of sixty (60) eight (8) hour days (four hundred eighty [480] hours). Although these employees will be subject to Section 1 of this Article for any future accrual of sick leave and limitations thereon, the employee may, if sick leave usage is required, advise the Employer as to whether or not he wishes sick leave to be deducted from the sick leave bank or from current accruals.

ARTICLE 31. Bereavement Leave

Employees who have a death in their immediate family shall be granted three (3) consecutive days off with pay at the applicable rate. For uniformity, pay should be at the employee's straight time hourly rate not to exceed a total of twenty four (24) hours. One of the days off must be the day of the funeral.

No time off or pay shall be granted if the employee does not attend the funeral of the deceased, except for legitimate reasons. Satisfactory evidence of the death and/or attendance at the funeral shall be submitted if requested.

The term immediate family shall be defined as follows: husband, wife, son, daughter, stepson, stepdaughter, legal ward, father, mother, stepfather, stepmother, father-in-law, mother-in-law, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, grandfather, grandmother, son-in-law, daughter-in-law, spouse's grandparents, grandchild. Any and all other relations are excluded.

ARTICLE 32. Service Leave of Absence

Is it agreed that the matter of leaves of absences for and reinstatement of an employee during his period of military service with the Armed Forces of the United States shall be solely governed by the applicable federal statutes or interpreted by the decisions of the Courts.

ARTICLE 33. Personal Leave Days

Two (2) personal leave days, sixteen (16) hours, with pay, shall be granted annually to each full-time employee with seniority for the purpose of attending to or caring for personal matters during the course of the year. Personal leave days will be applied to the employee the first full payroll period following the employee's anniversary date of hire. Personal leave time may not be accumulated and will be forfeited if not used. Personal leave time will not be considered as hours worked and may be taken in no less than four (4) hour increments. Effective following the signing of this agreement an additional personal leave day of eight (8) hours will be granted annually.

In the event of a critical illness or child birth within the employee's immediate family, said employee may be granted an additional two (2) personal leave days which will be deducted from the employee's accumulated sick leave bank. "Immediate family" is defined as spouse or children living in the household.

ARTICLE 34. Insurance and Pension

Section 1. Life Insurance: The Employer shall furnish life insurance on the employees covered by this Agreement with death benefits of not less than Twenty Thousand Dollars (\$20,000.00) with double indemnity.

Section 2. Hospitalization and Medical Coverage: The Employer shall make available to all employees and their families at no cost to them Blue Cross/Blue Shield Insurance (MVF-1) PREVENT plan (with all the present riders) of hospital, medical and surgical insurance and effective April 1, 1997, a \$5.00 Preferred Prescription drug co-pay. The Employer reserves the right to substitute another carrier of this insurance coverage provided the fundamental provisions of the present coverage will not be changed.

Employees eligible for hospitalization insurance coverage pursuant to this Article may elect to be covered in accordance with the terms and conditions of a health maintenance organization in the Emmett Township area. The Employer shall contribute no more for health benefits to an employee electing health maintenance organization coverage than the Employer is required to pay for the Blue Cross/Blue

Shield or equivalent coverage. Any employee electing to be covered by a health maintenance organization plan must present to the Employer a signed authorization authorizing the Employer to transmit the appropriate premium to said health care provider. In no event will the Employer be obligated to pay any compensation to an employee whose health maintenance organization's monthly premium costs are less than those contributed by the Employer to the Blue Cross/Blue Shield or equivalent plan.

Any employee electing to transfer from Blue Cross/Blue Shield or equivalent basic hospitalization insurance coverage to health care coverage under a health maintenance organization must notify the Employer in writing of this intent at least two (2) weeks prior to the next open period of the insurance carrier.

Section 3. Liability Insurance: The Employer shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employee from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to unintentional torts and acts of negligence of the employee performed during his course of duty and shall further provide that said employee, if sued, shall be provided with an adequate defense and if any judgment is rendered against him, it shall be satisfied to the extent of the insurance coverage.

Should the Employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to be a self-insurer and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

Section 4. False Arrest Insurance: The Employer will provide the employees such legal assistance as provided by their liability carrier and if none, as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in performance of his police duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 5. Worker's Compensation: The Employer shall provide Worker's Compensation insurance.

Section 6. Retirement Benefits: The Employer will, until the implementation of the Municipal Employees Retirement System (MMERS) as hereinafter set forth, continue the availability of the 401K Profit Sharing Plan and Trust, hereinafter the "Plan", administered by Prudential Insurance Company for all bargaining unit employees.

Effective October 1, 1996, the Employer will implement a Michigan Municipal Employees Retirement System Benefit B-3 with F55 (25 Years) and V-6 using gross wages. The Employer shall contribute up to a maximum of five percent (5%) towards the cost of said Plan. The employee (member) contribution rate will be the percentage difference between the five percent (5%) Employer maximum contribution and the percentage necessary to fund the MMERS Plan. The Employer will annually, or at such other times as warranted, notify employees of any change in the employee contribution rate. The MMERS Plan will incorporate all prior years of service for the following bargaining unit employees only: D. McCandlish, L. McGlothen, and K. Crawford. Any and all Employer contributions and employee contributions made on behalf of or by these named employees to the Employer's 401K Profit Sharing Plan and Trust shall, subject to any early withdrawal penalties, be rolled-over into the MMERS Plan. When the MMERS Plan becomes effective, these employees, and all those hired thereafter, will be ineligible for participation in the Employer's 401K Profit Sharing Plan and Trust. Bargaining unit employees R. Adkins and L. Church will continue to be eligible for participation in the Employer's 401K Profit Sharing Plan and Trust. If, in the future, R. Adkins and/or L. Church should desire to terminate their participation in the 401K Profit Sharing Plan, they shall enter the MMERS Plan without credit for any prior years of service and only as permitted by the MMERS.

Section 7. Dental Insurance: The Employer will provide employees and dependents with the Blue Cross/Blue Shield Comprehensive Basic Plan with Riders CR-50-50 MBL 800 or equivalent dental program.

ARTICLE 35. Vacations

Section 1. An employee is eligible for vacation with pay in accordance with the following schedule and terms:

SENIORITY	VACATION PAY ELIGIBILITY
1 year or more	40 hours
2 years or more	80 hours
7 years or more	120 hours
12 years or more	160 hours

Section 2. Vacation pay shall be computed on the basis of the employee's current rate at the time the vacation is taken. If a regular pay day falls during the employee's vacation and he is to be on vacation for two (2) weeks or longer he will be entitled to receive that check in advance before going on vacation. An employee must make a request to the Employer for his check two (2) weeks before leaving if he desires to receive it in advance.

Section 3. Eligibility: To be eligible for full vacation pay an employee must have been a full-time employee and have received pay during all available work hours during the year preceding his anniversary date or have received a paid leave during the same period. If an employee has any unpaid time during the twelve (12) calendar months preceding his anniversary date his vacation period and pay shall be prorated accordingly.

Section 4. Waiver of Vacation: An employee with less than one (1) year of service whose employment is terminated or any employee who is discharged for cause waives his right to any vacation time accumulated during the anniversary year in which the termination or discharge occurs.

Section 5. Scheduling: Vacation will be chosen by seniority and chosen by March 31 of each calendar year. After March 31, vacations will be approved on a first come, first serve basis. All vacation requests must be submitted in writing at least fourteen (14) calendar days prior to the time that the requested vacation period is to commence. No vacation requests shall be deemed approved unless the requesting employee receives written authorization. The Employer will endeavor to respond to a vacation request during the first seven (7) calendar days after submission, however, it is understood that a vacation request, if approved, is subject to revocation in the event that the Employer subsequently determines that the employee cannot be spared.

Section 6. Accumulation: All vacation earned as of an employee's anniversary date must be taken during the following twelve (12) months. There shall be no accumulation of vacation time or pay without written approval of the Employer.

Section 7. Back to Back: Vacations in different vacation years may not be scheduled back to back without written approval of the Employer.

Section 8. Termination: All employees with one or more years of service whose employment is terminated will be entitled to all vacation time and pay pro-rated to the termination date, i.e., an employee who is terminated after three (3) months of a contract year shall be entitled to one-fourth (1/4) of the vacation time and pay he would have been entitled to had he completed the contract year.

ARTICLE 36. Holidays

An employee hired after April 22, 1985, who works a holiday will be compensated at one and one-half (1½) times his normal hourly rate for all hours worked on the holiday. "Holiday" as defined in this paragraph shall refer to the actual calendar day on which the following holidays occur:

NEW YEARS DAY	COLUMBUS DAY
MARTIN LUTHER KING DAY	VETERANS' DAY
PRESIDENTS' DAY	THANKSGIVING DAY
½ DAY GOOD FRIDAY	THE DAY AFTER THANKSGIVING
MEMORIAL DAY	CHRISTMAS EVE
JULY FOURTH	CHRISTMAS DAY
LABOR DAY	NEW YEAR'S EVE

Each employee of the Township's former Police and Fire Department on the payroll of the Employer as of April 22, 1985, shall be paid, in lieu of holiday pay, the sum of Twelve Hundred Dollars (\$1,200.00) annually. This sum shall be paid on the first pay period of each December. An employee eligible for holiday pay pursuant to this paragraph shall not be eligible for compensation pursuant to the first paragraph of this Article.

All employees with one (1) or more years of service whose employment is terminated will be entitled to holiday pay prorated to the termination date; i.e., an employee who is terminated after three (3) months of a contract year shall be entitled to one-fourth ($\frac{1}{4}$) of the aforesaid sum.

Effective April 1, 2001, the above holiday provisions will be replaced with the following:

Section 1. All probationary and regular employees will be eligible to receive holiday pay in addition to regular pay under the following regulations:

Employees who do not work on a designated holiday will be paid their current rate based on an eight (8) hour day for said holiday [four (4) hours for a half-day ($\frac{1}{2}$) holiday]. In order to qualify for the holiday pay for the holiday so designated, an employee will be required to work his/her last scheduled day prior to and his/her first scheduled day after the holiday occurs, unless on an approved paid leave.

Section 2. Paid holidays are designated as listed below:

NEW YEARS DAY	VETERANS' DAY
PRESIDENTS' DAY	THANKSGIVING DAY
$\frac{1}{2}$ DAY GOOD FRIDAY	THE DAY AFTER THANKSGIVING
MEMORIAL DAY	CHRISTMAS EVE
JULY FOURTH	CHRISTMAS DAY
LABOR DAY	NEW YEAR'S EVE

Section 3. Employees working a holiday as designated in this Agreement will be paid at the rate of time and one-half ($1\frac{1}{2}$) their regular rate of pay for the hours actually worked, plus holiday pay.

ARTICLE 37. Uniforms and Equipment

Section 1. Uniforms and equipment shall be furnished each officer by the Employer. Such uniforms and equipment shall be of the proper specifications and sizes commensurate with the needs and safety of the officers.

The following items shall be of serviceable issue to each officer:

3 pairs of pants, at least one heavy-weight
2 ties
4 long-sleeved shirts and 4 short-sleeved shirts
1 pair of shoes
1 winter jacket
1 summer jacket
1 garrison hat
Leather gear, to include Sam brown belt, holsters with break front and ammo pouch and one (1) set handcuffs with case
1 sidearm weapon to include adequate ammunition

All other equipment presently furnished by the Employer shall be retained and maintained at the present level.

Section 2. Clothing Allowance: An equipment and clothing allowance for the purchase or replacement of said items as needed, up to the sum of Three Hundred Dollars (\$300.00) per year, is budgeted for each employee. If a uniform is destroyed in the line of duty, the Employer will replace it. The Employer will provide cleaning for uniforms not to exceed the following:

3 shirts per week
2 pair of pants per week
1 tie per week (when in season)

If additional equipment is issued the parties will agree upon an appropriate cleaning schedule.

Section 3. Badges: Each officer shall receive one (1) hat shield and two (2) badges.

Section 4. Lockers: A full-length locker shall be designated for each employee as soon as possible and shall be capable of holding all issued equipment and shall be properly placed in a separate and distinct room with ventilation to prevent must and mildew. The Township shall furnish combination locks for the lockers and the combination will be kept on file by the Director.

Section 5. Parkas: Four (4) heavy winter parkas shall be purchased and made available for the employees to use whenever the employees see fit. Employees will check said parkas out and check them back at completion of tour of duty.

Section 6. Second Chance Vest: The Employer shall furnish each employee with personal body armor, threat level 2A, which the employees agree to wear when on duty.

ARTICLE 38. Safety and Equipment

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies; one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been found to be in an unsafe operating condition until same has been approved as being safe.

When the occasion arises where an employee gives a written report, on forms in use by the Employer, of a vehicle being in an unsafe working operating condition, and receives no satisfactory explanation from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

ARTICLE 39. Automobiles and Equipment

Section 1. Officers that are authorized by the Director to use their own personal automobile in the performance of their duties shall receive mileage reimbursement at the rate of seventeen and one-half (17½) cents per mile.

Section 2. The following equipment will be furnished for each patrol vehicle:

1 first aid kit
1 fire extinguisher
1 spotlight on each side of the vehicle, permanently attached
1 protective plexiglass shield to separate the front and rear passenger compartments
2 full sets of riot gear to include an extended baton and a certified mask for each car
Adequate road flares

Section 3. No officer shall be required to transport stray dogs in patrol cars.

Section 4. The Township shall provide the equipment it deems necessary for public safety officers to fulfill responsibilities.

ARTICLE 40. Bargaining Relationship

Section 1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings between such parties shall govern their relationship and shall be the source of any rights or claims which may be asserted.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the bargaining unit for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2. Any proposed change in wages, hours or conditions of employment not otherwise covered by this Agreement shall be discussed with the Union prior to implementation by the Employer. If the Union disagrees with the Employer's action, it may resort to the grievance procedure herein.

ARTICLE 41. Severability Provision

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation or by a Court of competent jurisdiction or an unfair labor practice by final decision, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

ARTICLE 42. Policy and Procedure

The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this Agreement, provided, however, the Employer shall notify the Union whenever possible of any such amendments, supplements or additions at least ten (10) calendar days in advance of their effective date. Such rules shall be reasonable and shall relate to the proper performance of an officer's duties and shall not be applied in a discriminatory manner. Any rule or regulation may be discussed under the provisions of Article 10 of this Agreement. A rule may

be subject to the grievance procedure only when it is applied to an employee of this bargaining unit in an unreasonable or discriminatory manner.

ARTICLE 43. Departmental meetings

Attendance by an employee at a mandatory departmental meeting will be deemed hours worked for all such time in actual attendance.

ARTICLE 44. Miscellaneous

Section 1. Shift Differential: A three percent (3%) shift differential will be paid to any officer for hours worked between the hours of 4:00 p.m. of one day and 8:00 a.m. of the following day.

Section 2. Bulletin Boards: A bulletin boards located within the department shall be available to the Union for posting notices of Union meetings and activities.

Section 3. Cross Training: An officer in the Department of Public Safety will be considered cross-trained if he/she has successfully completed the basic law enforcement training course approved by MCOLES and the approved course established by the MFFTC.

Section 4. Employees shall be required to be certified in the use of firearms as may be required by the Department. Attendance by employees at firearms qualifications shall be deemed hours worked for purposes of this Agreement.

Section 5. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by a tribunal of competent jurisdiction or if compliance with or enforcement of any provision herein contained is so rendered invalid, upon written request by either party hereto, the Township and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 6. All Department Directives and Orders shall be in writing with copies posted before becoming effective. The Departmental Rules and Regulations will be revised and updated when the Director or the Township deems it necessary.

Section 7. When employment or seniority is interrupted by discharge, quit, strike, leave of absence or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs or until the next payment is due, whichever is later.

Section 8. As a condition of continued receipt of benefits, the Employer, at its expense, may require the employee who has been on sick leave to submit to a physical examination in order to verify the employee's ability to return to full-time work.

Section 9. Coffee Breaks: The Employer agrees to continue the present policy of Emmett Township which allows for two (2) fifteen (15) minute coffee breaks per workday to be taken at a time scheduled by the Employer to allow for the continuous and efficient operation of the department. Employees may take their coffee breaks only when duty permits.

Section 10. Sergeants: The rank of patrolmen, lieutenant, and Chief of Police was the organizational structure of the Township of Emmett Police Department. In the event that the rank of corporal or sergeant is again implemented by the Employer, the parties agree to negotiate the salary rates.

If, during the life of this contract, the department reinstates its prior classifications, the employees who previously held those ranks will have first right to return to them assuming they still meet the physical and mental qualifications as spelled out in the existing contract.

Section 11. Safety Clause: During the collective bargaining process the Employer reaffirmed its desire to have two (2) patrol officers assigned to work between the hours of 8:00 p.m. and 4:00 a.m. seven (7) days a week. When this is not possible because of manpower shortage, the Employer agreed to provide a schedule in working with the Union which would allow two (2) officers to be assigned during those hours on Friday and Saturday nights. The parties further agreed that if this becomes of concern to either, that a special conference shall be called between the parties.

Section 12. The Employer shall furnish the employees of the Employer with copies of the current retirement program and shall update the employees on the status of their individual accounts by holding a meeting at least once each year between the employees, Employer and the representative of the administrating agency of the retirement program. Attendance at the meeting on the part of the bargaining unit shall be voluntary.

Section 13. Officer in Charge: The Director may designate an officer in charge for any shift. The officer in charge assignment is in the sole discretion of the Director or his designee. Any Public Safety Officer assigned as officer in charge will receive twenty five (25) cents per hour in addition to his/her regular rate of pay for the hours so assigned.

Section 14. Expense and Mileage Reimbursement: Officers that are authorized by the Director to attend training conferences or seminars will receive mileage reimbursement at the then approved Township Board rate provided the employee utilizes his/her own vehicle to attend the conference or seminar. In order for an employee to receive reimbursement for meals, these must be pre-approved by the Director and are subject to the Department's budget constraints. An employee seeking reimbursement for meals must supply the Employer with receipts. Up to twenty-five dollars (\$25.00) will be reimbursed for each day the employee is in attendance at a conference or seminar. The Director's sole discretion shall prevail as to whether any request for meal reimbursement is reasonable. Travel time to and from training conferences and/or seminars shall not be compensable unless it occurs during an employee's regularly scheduled work day.

ARTICLE 45. Duration, Termination and Modification of this Agreement

Section 1. This Agreement shall commence on APRIL 1, 1999, and continue in full force and effect until the 31st day of MARCH, 2002, at 12:00 midnight.

Section 2. If any party desires to terminate this Agreement is shall sixty (60) days prior to the termination date give written notice of termination. If not party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter subject

to notice of termination by either party on sixty (60) days written notice prior to the current year of termination

Section 3. If any party desires to modify, alter, renegotiate, amend or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by agreement or withdrawal at that date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty five (45) days prior to the termination date.

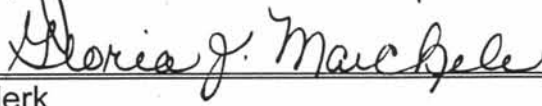
Section 4. Notice of termination or modification shall be in writing.

IN WITNESS WHEREOF, the parties have set their hands and seals this 28th day of FEBRUARY, ~~2000~~. 2001 (T.R.)

CHARTER TOWNSHIP OF EMMETT:

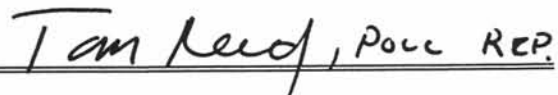


Supervisor




Clerk

POLICE OFFICERS LABOR COUNCIL:



Police REP.



APPENDIX "A"

Effective the first full payroll period after APRIL 1, 1999, the salary schedule for the Charter Township of Emmett Public Safety Department for the period ending MARCH 31, 2000, shall be as follows:

CLASSIFICATION 1999	NEW HIRE	After 6 MONTHS	After 1 YEAR	After 2 YEARS	After 3 YEARS	After 4 YEARS
PSO III	\$29,108.46	\$30,036.15	\$31,769.70	\$32,648.66	\$33,529.38	\$35,381.27
PSO IV *	The rate of pay for PSO IV shall be the PSO III rate plus \$4,000.00.					

Effective the first full payroll period after APRIL 1, 2000, the salary schedule for the Charter Township of Emmett Public Safety Department for the period ending MARCH 31, 2001, shall be as follows:

CLASSIFICATION 2000	NEW HIRE	After 6 MONTHS	After 1 YEAR	After 2 YEARS	After 3 YEARS	After 4 YEARS
PSO III	\$30,272.79	\$31,237.59	\$33,040.49	\$33,954.60	\$34,870.56	\$36,796.52
PSO IV *	The rate of pay for PSO IV shall be the PSO III rate plus \$4,000.00.					

Effective the first full payroll period after APRIL 1, 2001, the salary schedule for the Charter Township of Emmett Public Safety Department for the period ending MARCH 31, 2002, shall be as follows:

CLASSIFICATION 2001	NEW HIRE	After 6 MONTHS	After 1 YEAR	After 2 YEARS	After 3 YEARS	After 4 YEARS
PSO III	\$31,483.71	\$32,487.09	\$34,362.11	\$35,312.79	\$36,265.38	\$38,268.38
PSO IV *	The rate of pay for PSO IV shall be the PSO III rate plus \$4,000.00.					

DRUG TESTING POLICY

The Employer strictly prohibits the manufacture, unauthorized use or possession, sale or distribution of drugs/alcohol by its employees on Employer premises (including parking lots and in Employer's vehicles) or during work time. Compliance with this policy is a condition of employment. Violation of this policy will result in discipline up to and including discharge.

The Union acknowledges that its members are employed in safety sensitive positions and that its members or citizens could be placed in jeopardy by an employee's use of drugs/alcohol. Therefore, it is agreed that an employee will be required to submit to a blood or urinalysis examination for the purpose of detection of the employee's use of unauthorized prescriptive drugs, illegal drugs, controlled substance, and/or alcohol in the following circumstances:

1. If the Employer has a reasonable suspicion that the employee in question is:
 - a. Under the influence, impaired or otherwise affected by the use of drugs/alcohol, or
 - b. Is currently possessing on Employer premises (or in Employer vehicles) unauthorized drugs/alcohol, or
 - c. Has sold, distributed drugs on the Employer premises or attempted the same.
2. As a part of a routine scheduled physical examination for new hires or if required when taking CDL testing.
3. May be required upon return from a leave of absence of thirty (30) days or more.
4. During random periods during an employee's probationary period.
5. When an employee is involved in a personal injury and/or property damage accident involving Township Equipment.
6. Follow-up testing as determined by a substance abuse professional.

Definitions:

1. Reasonable Suspicion - That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those

facts about the conduct of an individual that would lead the reasonable person to suspect that the individual is or has been using drugs while on or off duty.

2. MRO - (Medical Review Officer) - The Medical Review Officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of the illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an individual's test results with his/her medical history and any other relevant biomedical information.

Drug Testing Procedures:

1. The testing procedures and safeguards provided in this policy, to ensure the integrity of the drug testing program, shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require positive identification from each employee to be tested before they enter the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel with each employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer that may have led to a false positive test.
4. The bathroom facility of the testing area shall be private and secure. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it is free of foreign substance.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form. The employee shall be permitted no more than eight (8) hours to give a sample, during which time he shall remain in the testing area, under observation, however, the employee may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a drug test specimen shall be considered refusal to submit to a drug test, except for good cause as determined by the Medical Review Officer.

6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his union, prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within seventy-two (72) hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician; and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to ensure the integrity of any second specimen.
9. The Employer agrees to treat all information received relating to an alleged employee's involvement with drugs and/or alcohol, as well as all test results received as confidential and will only transmit such information to those individuals who need to know.

Drug Testing Methodology:

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening test;
 - b. Confirmation test.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.

3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamines, and barbiturates. Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection procedures.
5. Concentrations of any amount of controlled substance or their metabolites or alcohol detected in any specimen greater than the cut off levels designated by the Department of Health and Human Services (DHHS) or establish state or federal level of impairment, shall be considered a positive test result.
6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
7. Employee having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the employee's personnel file upon the employee's request.
8. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline up to and including discharge.

Chain of Evidence - Storage:

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

Drug Test Results:

1. All records pertaining to Employer-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the employee's job duties.

Last Chance Policy:

An employee who voluntarily discloses a dependency on drugs/alcohol to the Employer and voluntarily undergoes an Employer-approved supervised detoxification treatment program will be given a leave of absence for such purposes of up to ninety (90) days and the Employer will refrain from taking any disciplinary action against the employee provided that:

1. Such disclosure is the first and only involvement with drugs/alcohol for the employee, and
2. The employee satisfactorily completes the detoxification treatment program as prescribed, and
3. The employee remains free of drug/alcohol use and strictly complies with the Employer's drug free policy.

The employee will be returned to their former classification, position, district, shift, wages and benefits.

Employees who sign a last chance policy and violate that policy are subsequently discharged and/or reprimanded will waive their right to the arbitration procedure of the Agreement.



LAST CHANCE AGREEMENT

RE: _____

Whereas, the above referenced individual has voluntarily disclosed a substance abuse and/or alcohol problem and/or dependency on drugs/alcohol to the Employer on _____.

Whereas, the Employer will conditionally reinstate employee to the position of _____ provided that the employee is found by medical examination to be capable of performing all of the duties of his/her classification as determined by the Employer and subject to the following terms and conditions being met and maintained.

1. Employee must sign a form releasing any and all medical information to management as may be requested.
2. Employee must complete a rehabilitation program and/or detoxification treatment program as prescribed by the employee assistance program and/or authorized rehabilitation source.
3. Employee must pass a medical examination administered by a medical facility designated by the Employer prior to being allowed to return to duty. The examination shall only screen for drug and/or alcohol use and the physical impact of the prior drug and/or alcohol usage.
4. An eligible employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Once authorized to return to duty, the employee must submit to a periodic urinalysis on a time table as determined by the Employer.
6. Once returned to duty, employee will present himself/herself to the Employer's employee assistance program for evaluation, and agree to, as well as follow, and all directives given him/her by the employee assistance program for a period of not more than three (3) years. Employee agrees to sign appropriate forms releasing any and all information to the employee assistance program as may be requested. Failure to follow the employee assistance program's directives will be grounds for discharge.

7. Employee shall submit to controlled substance and/or alcohol testing at the discretion of the Employer. If any such test shows a positive result for the presence of a controlled substance and/or alcohol, employee will be discharged from employment without recourse to the grievance procedure.
8. Employee will have his/her seniority frozen for all time separated from the Employer between the date of this Agreement and the date of return to duty. No other wages or compensation will be due or owing, and employee voluntarily waives any claim thereto.
9. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all terms of this Agreement. This Agreement is freely and voluntarily entered into by all parties without any duress or coercion.
10. In the event that the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver and an arbitrator shall have no authority to modify the penalty imposed by the Employer.

DATED THIS _____ DAY OF _____, _____.

Employee

Union

Employer

LETTER OF UNDERSTANDING

WHEREAS, the Employer has and will in the future, assign qualified bargaining unit members to the duties of Lieutenant/Fire Marshal, PSO IV.

WHEREAS, the Employer and Union recognize that the Lieutenant/Fire Marshal duties must necessarily be performed during normal business hours on a day shift basis;

WHEREAS, the parties recognize that not all bargaining unit employees are qualified to perform the duties of a Lieutenant/Fire Marshal, they agree as follows:

1. The normal starting and quitting times for the bargaining unit employee assigned to the Lieutenant/Fire Marshal duties will be 8:00 a.m. to 4:00 p.m.
2. The rate of pay for the Lieutenant/Fire Marshal shall be as set forth in Appendix A for the classification PSO IV.
3. Any bargaining unit employee assigned to Lieutenant/Fire Marshal duties will be exempt from the rotation of shifts provisions contained in Article 21, Section I. Schedules.
4. The term "qualified" as used in this Letter of Understanding means certification by the State of Michigan, Department of State Police, Fire Marshal's office or other state agency responsible for certifying Fire Marshal status.
5. The Director of Public Safety will, in his sole discretion, make the Lieutenant/Fire Marshal duty assignment for such time and on such basis as he deems appropriate.

FOR THE EMPLOYER:



Gloria J. Michale

FOR THE UNION:

Tam Ray, Polc REP.

