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Current 11/96
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**POLICE OFFICERS LABOR COUNCIL
FRUITPORT TOWNSHIP**

Fruitport Township

APRIL 1, 1996 - MARCH 31, 1997

AGREEMENT

THIS AGREEMENT, entered into this first day of April, 1996, by and between the Township of Fruitport, hereinafter referred to as the "Employer", and Police Officers Labor Council, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to promote a sound and mutually beneficial working relationship between the parties hereto, to provide an orderly and peaceful means of resolving any differences, disputes or misunderstandings which may arise, and to set forth the basic and full agreement between the parties concerning wages, hours, and other conditions of employment.

ARTICLE I - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining for all employees covered by the bargaining agreement. The bargaining unit shall consist of all full-time employees regularly employed by the Township Police Department as police officers and shall include all command officers.

ARTICLE II - NO DISCRIMINATION

In accordance with all laws, restrictions, and Executive Orders, it is the policy of the Township and the Union that the provisions of the agreement shall be applied to all employees covered by this agreement without regard to race, color, creed, national origin, sex, or age.

ARTICLE III - UNION SECURITY

An employee who is hired into the Police Department on a full-time basis, after successfully completing a six (6) month probationary period of full time employment, shall be required to join the Union, and shall pay to the Union an amount equal to the Union's regular and usual initiation fee, service charge, and usual dues with such payment to commence with the first check-off date following the completion of the probationary period.

ARTICLE IV - CHECK-OFF

For those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer's payroll department, the Employer will deduct from their pay, each month, the monthly dues and service charges as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of employees from whose

whose pay such deductions were made, to the Secretary/Treasurer of the Union. The Union agrees to indemnify and save the Employer harmless from and against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization cards or by reason of the Employer's compliance with the provisions of the subsection.

ARTICLE V - MANAGEMENT RIGHTS

The Employer retains all the rights, powers, authority, functions, and prerogatives which it has prior to the signing of this agreement, including those with respect to wages, hours and working conditions, except as those rights, powers, authority, or functions which are expressly and specifically abridged, modified, or limited by this agreement.

ARTICLE VI - GRIEVANCE PROCEDURE

It is the intent of the parties to this agreement that procedures hereby established shall serve as the means for the prompt disposition and amicable settlement of such disputes, controversies, and grievances as may arise between them. All such disputes, controversies, and grievances which may arise between the Township and the Union or between the Township and the employee, or group of employees, covered by this agreement concerning the effects, interpretation, application, claim or breach of violation of any provisions of this agreement shall be subject to the following procedure:

STEP 1. Any employee or the Union claiming to have a grievance may submit such grievance in writing to the Township Supervisor no later than seven (7) calendar days after the matter concerned first arose. The Township Supervisor shall answer such grievance no later than seven (7) days thereafter. A copy of the grievance submitted to the Township Supervisor shall be forwarded to the grieved officers' shift supervisor of the Sheriff's Department for their information.

STEP 2. If the matter is not satisfactorily resolved in the preceding step, the Union may proceed in writing to the Chairman of the Police Committee within seven (7) days following the completion of Step 1. The answer of the Committee shall be provided within ten (10) calendar days. The grievance meeting before the Committee may be held in private session.

STEP 3. If the answer is not satisfactorily resolved in the proceeding step, the matter may be referred to arbitration proceedings. Such request may be made in writing within ten (10) calendar days following the completion of Step 2. Failure to notify the Township Supervisor shall result in the grievance being settled on the basis of the Township's answer in Step 2. All costs directly associated herewith shall be borne equally between the parties.

- A. The authority of the arbitrator shall be limited to the interpretation and the application of the expressed terms of this agreement and he shall not have the power to revise or alter any of its terms.
- B. The decision of the arbitrator shall be binding upon both parties. The decision shall be placed in writing and delivered expeditiously to both parties.
- C. No more than one grievance will be submitted for arbitration in any submission.
- D. Arbitrator will be selected from and in accordance with the Michigan Employment Relations Commission.

Matters arising out of this agreement pertaining to discharge shall progress immediately to Step 2 of this procedure. If a grievance is not processed to the next step within the time limits specified, the matter shall be considered settled by the answer given previously.

ARTICLE VII - DISCIPLINARY ACTION

Section 1. When it becomes necessary for the Township to administer disciplinary action against one of the employees, such action shall be administered as soon as possible after the offense.

Section 2. Such disciplinary action shall be administered in a progressive manner as the offense warrants:

- A. 1st offense: Verbal reprimand
- B. 2nd offense: Written reprimand
- C. 3rd offense: Time off with loss of pay
- D. 4th offense: Termination of employment

Section 3. If requested by the employee, the Union representative will be present at the time any disciplinary action is administered. The Union reserves the right to take any disciplinary action to the grievance procedure.

Section 4. All disciplinary action reports will be removed from the employees personnel file after one (1) year. A notation denoting the violation and date of violation will remain as a permanent record.

ARTICLE VIII - NO STRIKES/NO LOCK-OUTS

During the life of this agreement, the Union shall not cause, permit, or authorize its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow down, curtailment of work, restriction of production, or interference of the operation(s) and services of the employer. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the employer's operations or picket the employers building or premises, during the life of this agreement.

- A. The Union agrees it will take reasonable affirmative action to prevent or stop authorized strikes or work stoppages of any kind by notifying the employees that it disavows these acts. The Union further agrees that the employer shall have the right to discipline (including discharge) any or all employees who violate this Article. In addition, the employer shall have the right to seek injunctive relief.
- B. The officers of the Union shall take reasonable affirmative action to try to prevent any wildcat strike, work stoppage, slowdown of work, picketing, or work interference of any kind.
- C. The Employer, for its part, agrees that there shall be on lockout during the term of this agreement. This lock-out provision shall not apply in the event of any strike taking place during the life of this agreement.

ARTICLE IX - HOURS OF WORK

Section 1. A formal written schedule listing days off and days worked, as well as hours involved, shall be formulated four times annually. Each schedule shall be three months in duration. Schedules shall begin in January, April, July, and October. This schedule shall be presented to the officers no later than ten (10) days prior to posting for a shift bid. Bidding will be by seniority. The schedule shall then be completed and posted no later than ten (10) days prior to its effective date, at both the Township and the Sheriff's Department.

Section 2. The normal work week for the employees shall be forty (40) hours per week.

Section 3. Subject to manpower requirements and prior approval of the shift supervisor, employees shall be permitted to voluntarily trade work days.

Section 4. Shift starting/quitting times are:

- 1st shift: 6 a.m. to 2 p.m.
- 2nd shift: 2 p.m. to 10 p.m.
- 3rd shift: 10 p.m. to 6 a.m.

If for some reason the 10 p.m. to 6 a.m. shift is short of manpower (illness, vacation, etc.), replacement employee(s) shall be called in to replace them. The officer reporting for duty shall call for a replacement according to overtime list. In case no local officers respond, Sheriff's office shall be called to aid in the coverage of the Township. The Township Supervisor shall be notified within twenty-four (24) hours.

Section 5. If for some reason an officer is off-duty on a scheduled work day, the shift may be filled if the other officer is available, with prior approval by the Township Supervisor (only).

ARTICLE X - OVERTIME

Section 1. Employees shall receive time and one-half pay for all time worked over their regularly scheduled day. Such overtime must have the approval of the Command Officer or the Muskegon Sheriff's Department or the Township Supervisor.

Section 2. An employee called in for a court appearance outside his regular hours shall receive a minimum of two (2) hours pay at time and one-half. After the initial two (2) hours, the employee shall be paid at the rate of one and one-half (1 1/2) times the employees regularly hourly rate for base pay. All fees intended for the employees will be given to the Township.

Section 3. Call back pay will be a minimum two (2) hours at time and one-half.

Section 4. All overtime assignments that arise, other than those of an emergency nature of court, shall be assigned on a rotating basis by order of seniority. Tally list of overtime hours worked shall be kept by Union to maintain equal distribution of overtime hours. hours refused by an officer shall be charged to that officer unless he is on vacation, leave of absence, or a verified sick leave.

Section 5. If an employee is schedule to work the hours involved in an overtime assignment, he shall be deemed ineligible for that assignment.

ARTICLE XI - HOLIDAYS

Section 1. The following shall be paid holidays for employees:

New Years Eve	Veterans Day
New Years Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter	Christmas Eve
Memorial Day	Christmas Day
July 4th	** Two (2) Personal Days
Labor Day	Employee's Birthday
** 48 hours notice must be given for Personal Day	

Section 2. Employees who work on any of the designated holidays shall be paid at the rate of one and one-half (1 1/2) times their hourly rate for such hours worked, they will also receive eight (8) hours of regular holiday pay. Employees not working the designated holiday shall be paid for eight (8) hours of their regular pay.

Section 3. Employees working over eight (8) hours on a designated holiday shall be paid at the rate of two and a half (2 1/2) times their hourly rate of pay for any hours worked beyond the normal eight (8) hour shift during the holiday period (12:00 AM Midnight to 12:00 AM Midnight).

Section 4. To be eligible for holiday pay an employee shall have worked his scheduled work day immediately preceding and immediately following any paid holiday, unless:

- A. The employee is on an authorized sick leave.
- B. Off work due to an occupational injury.
- C. Off work on approved vacation time.

ARTICLE XII - VACATIONS

Section 1. Vacations shall be earned in the amount of ten (10) working days after the first year of employment, twelve and one-half (12 1/2) working days after five (5) years of employment, and fifteen (15) working days after nine (9) years of employment, and twenty (20) working days after fifteen (15) years of employment.

Section 2. Vacation pay shall be the equivalent of a regular weeks wages and shall be paid at the time that vacation is taken.

Section 3. Vacation shall be scheduled, subject to manpower requirements and in accordance with each formal request submitted to the Township Supervisor with no more than one (1) employee on vacation at the same time unless approved by the Township Supervisor. Length

of service shall be considered for duplicate requests. Any employee who is eligible for vacation with pay, who quits or is laid off on or after the anniversary date upon which he qualifies for such vacation, without already having received same, shall receive, along with his final check, a pro-rated amount of his vacation pay for each full month of service rendered during the defined vacation year.

Section 4. Accumulated vacation credits may be carried by the employee over into the following year. The maximum for such carryover shall be one-half (1/2) the amount of working days the employee is credited with in a service year. Vacation credit not used may be taken as wages at the regular rate of pay.

ARTICLE XIII - INSURANCE

The present level of benefits provided under the existing insurance program shall be continued during the life of this agreement under the same conditions as prevailed prior to the date of execution of this agreement, except as improved Township wide.

ARTICLE XIV - LONGEVITY

Longevity pay shall mean a payment based on length of continuous service paid periodically to employees in addition to their regular salary adjusted at specified intervals. The intervals will be the first payday in the month of July and the first payday in the month of December.

<u>Service Years</u>	<u>Payment Per Year</u>
5 thru 9	2%
10 thru 14	4%
15 thru 19	6%
20 and up	8%

ARTICLE XV - PENSION

Section 1. The present level of benefits provided under the existing pension program shall be continued during the life of this agreement under the same conditions as prevailed prior to the date of execution of this agreement except as may be improved Township wide.

Section 2. If an employee so chooses, he may retire at age 55 years with 20 years service time with full retirement benefits. The employer shall continue to provide health insurance for the employee until the age of 62 years.

ARTICLE XVI - CLOTHING ALLOWANCES

Section 1. The employer will provide each employee who is required to wear and maintain prescribed items of uniform clothing and personal equipment the following items of clothing and equipment:

One Winter Hat	One Duty Weapon (S & W Model 4046)
One Winter Car Coat	One Bullet Proof Vest to fit officer
Two Summer Hats	ID Card and Leather Holder
Three Summer Shirts	One Pair of Hand-Cuffs
Three Winter Shirts	Four Belt Keepers
Two Neckties	One Sam Browne Belt
Three Summer Trousers	One Hand-Cuff Holder
Three Winter Trousers	One Holster
One Waist Belt	One Cartridge Holder
Two Name Bars	One Key Holder
One Hat Badge	One 3-Cell Flashlight
Rain Gear	One Pair Winter Gloves
One Lightweight Jacket	One Tie Clasp
One Riot Helmet Per Man	One Night Stick & Holder per Man
One Shot Gun per Cruiser	Three Shirt Badges
Winter Boots	One Pair Shoes

Section 2. Each employee required to wear a uniform will be given \$300.00 per year allowance for cleaning/maintenance. This allowance will be paid in full during October of the fiscal year. If employment is terminated, the allowance will be pro-rated.

Section 3. Except for emergency replacement, within 30 days prior to July 1 and again prior to February 1 of each year, the employee will bring in any worn or unserviceable equipment or clothing to the employer for replacement, as determined by the Township Supervisor. Worn or damaged articles shall be surrendered to the Township upon replacement of same. All present uniform clothing and equipment shall become and shall remain the property of the employer.

ARTICLE XVII - BEREAVEMENT LEAVE

In the event of the death of a member of an employee's family, the employee shall be granted a bereavement leave of up to five (5) consecutive, eight (8) hour work days immediately following the death providing the employee attends the funeral. The family is defined as: spouse, mother, father, child, step-child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grand-children, and step-grandchildren.

ARTICLE XVIII - DISCHARGE

No employee shall be discharged except for cause, and in no event until he has been furnished with a written statement of the charges and the reason for such action.

ARTICLE XIX - FULL AGREEMENT

This agreement supersedes all previous agreements, verbal or written, and constitutes the entire agreement between the parties pertaining to the wages, hours, and working conditions and benefits for the duration of this agreement. Any amendment of agreement supplement hereto shall not be binding upon either party unless executed in writing by the parties in this agreement.

ARTICLE - WAIVER

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 understandings and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this agreement. Therefore the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this agreement.

ARTICLE XXI - LOSS OR DAMAGED EQUIPMENT

Section 1. Employees shall not be charged for loss of, or damage to, Township equipment and or property unless clear proof of negligence is shown. Such loss or damage must be reported immediately to the Township Supervisor.

ARTICLE XXII - EQUIPMENT, ACCIDENTS & REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or equipment with safety appliances necessary to perform the duty. If an employee refuses to operate said equipment without justification, said employee may be subject to disciplinary action. "Justification" shall mean a determination made by the department mechanic.

Section 2. The Employer shall not require a member of this bargaining unit to use, operate, or carry any equipment that is in disrepair, that malfunctions, or is unsafe where such disrepair, malfunction, or unsafe status would impair or endanger that assigned activity.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained to his Command Officer. The employee, before starting this next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident.

Section 4. Patrol vehicles purchased by the Township shall meet or exceed Muskegon County Sheriff's Department purchase specifications regarding patrol vehicles.

ARTICLE XXIII - DEPARTMENT PERSONNEL FILE

Section 1. Each employee's personnel file shall be kept under direct control of the employer. The Employer shall not allow anyone other than the department personnel, or its legal counsel, or the employee's legal counsel, to read, receive, or have a copy of, or in anyway review in whole or part the employee's personnel file, or any document which may become a part of this file not including, however, job application, sick and vacation records, fringe benefits, or any matter which is customarily kept by the employer unless legally subpoenaed. All personnel file shall be kept and maintained in the confines of the Township Supervisor's office so as to secure their privacy.

Section 2. The employer shall give to the employee a copy of any additions to the employees personnel file. Any reports, complaints, or reprimands against an employee that are later found to be unfounded or false, shall be removed immediately from the employee's personnel file.

Section 3. The employee shall, upon proper notice to the employer, have the right to review his personnel file in the presence of the Township Supervisor.

Section 4. There shall be no separate files kept by, or at, the Sheriff's Department pertaining to the Fruitport Township officers. The present files in the possession of the Sheriff's Department shall be merged with the Township files, if pertinent, or destroyed. Such merging shall take place no more than thirty (30) days after this agreement takes effect, in the presence of the employee, the Township, and the Sheriff (or their representative).

ARTICLE XXIV - SPECIAL CONFERENCE

Section 1. Special conferences for important matters not normally subject to the grievance procedure will be arranged between the employer and Union or either designated representative upon the request of either party.

Section 2. No more than two (2) representatives of the Union shall be present, and an agenda made in advance of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. and limited to one (1) hour duration. The members of the Union shall not lose pay for time used in special conferences.

ARTICLE XXV - SENIORITY

Section 1. Seniority shall be defined as the last continuous period of employment in the Township Police Department.

Section 2. Seniority shall terminate only for:

- A. Discharge for cause.
- B. Lay-off exceeding one (1) year.
- C. Voluntary resignation from the department.
- D. Failure to report within three (3) days following official recall notice which will be made by certified mail.

Section 3. Application of Seniority: Seniority shall apply to shift assignment, vacations, lay-off, and recall as provided in this agreement.

Section 4. Shift Preference Definition: Needs of the service for the purpose of this section shall be defined as a desirable action taken for the good of the department.

- A. When the needs of the service permit, seniority shall be recognized as the basis of shift assignment.
- B. When the needs of the service provision is invoked for the purpose of departing from the application of seniority in the making of a shift assignment, the reason shall, upon request of either the person affected or the President of the Union be reduced to writing and given to the person making the request.

Section 5. Lay-off and Recall:

- A. In the event of a lay-off, it shall be handled in reverse order of seniority.

- B. Recall shall be handled in order of seniority.

ARTICLE XXVI - VALIDITY

Section 1. This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the employer, the Union, and the employees in the bargaining unit and in the event that any provision of this agreement shall at any time be held contrary to the law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative. However, all other provisions of this agreement shall, insofar as possible, continue in full force and effect.

Section 2. A copy of this agreement shall be distributed to all employees covered by this agreement at equal expense to the parties.

ARTICLE XXVII - SICK LEAVE

Section 1. An employee will be eligible to receive 12 days of sick leave allowance per year, accumulative for the duration of employment. New employees shall accumulate sick leave but shall not be eligible to use leave until completion of sick (6) months of service.

Section 2. Upon retirement or completion of twenty (20) years of active service, in accordance with the Township pension plan, or completion of lay-off minimum of sick (6) months or disbandment, accumulated sick leave that has not been taken will be paid at the rate of one-half (1/2). If an employee quits or is terminated, he will not be qualified for payment.

ARTICLE XXVIII - LEAVES OF ABSENCE

Employees may request a leave of absence from the Township. Such written requests shall be submitted to the Township Supervisor for periods up to one year duration, for this approval. Such leave will be without pay, but the employee will retain his accumulated seniority for the length of the leave of absence granted.

ARTICLE XXIX - WORKMEN'S COMPENSATION BENEFITS

Employees on Workmen's Compensation shall be reimbursed by the Township for any difference between such payments and his normal wages for a period of 60 calendar days.

ARTICLE XXX - PART-TIME WORK

Section 1. The employee shall have the right to take part-time employment while an employee of the Township, that does not interfere with the effectiveness or the efficiency of the employee while working for the Township.

Section 2. Such employment shall be reported in writing to the Township Supervisor, prior to taking such employment.

ARTICLE XXXI - WAGES

DEPUTY:	<u>4/1/96</u>	<u>10/1/96</u>
New Hire	28,609	29,181
Six Months	29,461	30,050
One year	31,766	32,401
Eighteen Months	33,132	33,795
Two Years	34,390	35,078
SERGEANT:	36,076	36,798

Patrol cars are to be kept by Officers at present addresses. If present address changes, Board approval is necessary for Officer to continue to take the patrol car to residence.

ARTICLE XXXII - TERMS OF AGREEMENT

THIS AGREEMENT shall become effective this first day of April, 1994, and remain in full force and effect until (and inclusive of) March 31, 1996: it shall continue in full force and effect from year to year, thereafter, unless either party to this agreement desires to change or modify any of the terms or provisions of this agreement. The party desiring the change must notify the other party to this agreement in writing not less than sixty (60) days prior to the expiration date of this agreement.

Date at Fruitport Township on _____.

For the Township

Police Officers Labor Council

J.W. Brungstadl, Supervisor

Paul La Marie

Carol Hulka

LETTER OF UNDERSTANDING

This Agreement is made this 11th day of April 1996, between Fruitport Township (hereinafter "Township") and Police Officers Labor Council (hereinafter "Union").

WHEREAS, subject to the terms, conditions and covenants contained herein, the parties agree as follows:

1. Subcontract: The Union hereby agrees to allow the Township to subcontract with Muskegon County for police services.

2. Employment of Officers. If the Township does subcontract with Muskegon County, all full-time Fruitport Township officers will be employed by the Muskegon County as officers.

3. Complete Agreement. This agreement constitutes the complete agreement between the parties and the complete resolution of all issues between the Township and the Union surrounding the circumstances for entering into this Letter of Understanding.

FRUITPORT TOWNSHIP

by:

J. W. Brunjedahl

POLICE OFFICERS LABOR COUNCIL

BY:

Fred L. Maier