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3/31/93

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**AGREEMENT BETWEEN THE**  
**TOWNSHIP OF GROSSE ILE**  
 and the  
**POLICE OFFICERS ASSOCIATION OF GROSSE ILE**  
 and the  
**POLICE OFFICERS ASSOCIATION OF MICHIGAN**  
**1990-1993**

Grosse Ile, Township of

**LABOR AND INDUSTRIAL**  
**RELATIONS COLLECTION**  
**Michigan State University**

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Township of Grosse Ile  
**POAM CONTRACT 1990-1993**

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Memos of Understanding

AGREEMENT

This agreement entered into the 31st day of March, 1990, by and between the Township of Grosse Ile, Michigan (hereinafter referred to as the "Employer") and the Police Officers Association of Michigan (hereinafter referred to as the "Union").

ARTICLE 1

PURPOSE AND INTENT

- 1.1 The general purpose of the Agreement is to set forth terms and conditions with respect to pay, wages, hours of employment and other terms and conditions of employment, and to promote orderly labor relations between the Employer, and Employees and the Union.
- 1.2 The parties recognize that the best interest of the community are served by friendly and cooperative labor relations between the employer and the employee.
- 1.3 The Employer and the Union agree that there shall be no discrimination toward any employee. The use of masculine words in this Agreement is a matter of convenience and not to be considered discriminating in any fashion.
- 1.4 The parties recognize that the employer is legally obligated to guarantee to all citizens a fair and equal opportunity for employment as needed to maintain a department as set by the employer. The parties agree that no person shall be denied employment or membership in the union nor discriminated against because of sex, age, color, creed, national origin, ancestry, political or religious beliefs as provided in P.A. 251 of 1955.

ARTICLE 2

RECOGNITION

- 2.1 Pursuant to applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Township of Grosse Ile recognizes the Police Officers Association of Michigan and its local unit, the Grosse Ile Police Officers Association, as the exclusive representative of the bargaining unit as described herein:
- 2.2 All Police Officers below the rank of Lieutenant, all dispatcher/clerks and animal control officers for the purposes of collective bargaining in respect to rates of pay, hours of employment, wages, grievances and other terms and conditions of employment.
- 2.3 The Chief of Police, Inspector and Lieutenants are excluded from the bargaining unit.

ARTICLE 3

AID TO OTHER UNIONS

- 3.1 The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the association.
- 3.2 Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of the exclusive bargaining agency of this Association.

ARTICLE 4

AGENCY SHOP

- 4.1 All employees in the bargaining unit shall, on the 31st day of their employment or the execution of the collective bargaining agreement, whichever is later, as a condition of employment either:
- a) Become members of the Association.
  - b) Pay to the Association a service fee equal to the monthly due and assessments uniformly applied to the members as a contribution toward the administration of this agreement.
- 4.2 Any employee who does not join the Association or pay his service fee shall be terminated within thirty (30) days from the date of written request by the Association if the Association has served the employee proper notice.
- 4.3 Proper notice shall be:
- a) Written notice shall be served the employee stating that he has an obligation to pay dues or service fees.
  - b) Give a reasonable date for the employee to meet this obligation.
  - c) State the amount of obligation.
  - d) State to whom the obligation is to be given.
  - e) Provide the employer with a copy of the notice.
  - f) Notify the employee that he has not met his obligation by the established date and that a request for his termination was being made to the employer. A copy of this notice shall be given to the employer.
  - g) Notify the employer in writing that a request for termination is being made under terms of this article.
- 4.4 The Association cannot request termination of any employee who resigned or has been expelled from the Association for any reason other than failure to tender dues or service fees.
- 4.5 The discharge of an employee for failure to pay Union dues or service fees shall not be subject to the grievance procedure.
- 4.6 The Union agrees to indemnify, defend, and to save the employer harmless against any and all claims, demands, suits, judgements, damage or other forms of liability or expenses that may arise out of or by reason of action taken by the employer for the purpose of complying with this Article, including, but not limited to, all administrative hearing costs, court reporter fees, transcript costs, and unemployment compensation payments made to a discharged employee.

ARTICLE 5

- 5.1 Employees of the bargaining unit shall have the right to join the Association, to engage in lawful concerted activities for the purpose of collective negotiation or collective bargaining with the employer. Employees through their Association may elect a representative of their own free choice to communicate any view, grievance, complaint or opinion related to their rates of pay, wages, hours of employment, or terms and conditions of employment free from any unlawful restraint, interference, coercion, discrimination or reprisal.
- 5.2 Employees shall not subject the employer to any form of coercion, reprisal or any interference in the execution of their legal duty.

ARTICLE 6

ASSOCIATION DUES AND OTHER PAYROLL DEDUCTIONS

- 6.1 Payment by check-off:

Employees may tender monthly membership dues by signing the Authorization for Check-off of Dues Form. During the life of this agreement and in accordance with the terms of the Authorization Form the Employer agrees to deduct Association dues levied in accordance with the Constitution and by-laws of the Association of each employee who executes said form.

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6.2 Effective Date of Dues Deduction:

Check-off deductions under all properly executed Authorization for Payroll Deductions Form shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period the next month, and each pay period thereafter.

6.3 Payroll deduction form

GROSSE ILE POLICE OFFICERS  
ASSOCIATION AUTHORIZATION FOR  
PAYROLL DEDUCTIONS

To Grosse Ile Township

by \_\_\_\_\_ Print Last name First name Middle name

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from my earnings each pay period a sufficient amount to provide for the regular payment of the current rate of monthly Association dues as certified by the Association. This authorization shall remain in effect unless terminated by me by written notice to the employer.

\_\_\_\_\_ Employee signature

6.4 Remittance of Dues:

Deductions for any calendar month shall be remitted to the designated financial officer of the Association with a list for whom dues have been deducted as soon as possible after the first payday of the month.

6.5 Limit of Employer's Liability:

The employer shall not be liable to the Association by reason of the requirements of this agreement for the remittance of payment of any sum other than that constituting actual deductions made from wages earned by employees.

6.6 The employer will make payroll deductions for the United States Savings Bond Program and the for the Trenton Governmental Employees Credit Union. In order to participate interested employees will submit to the employer properly signed forms as provided by the Credit Union or the U.S. Treasury.

6.7 Deductions will begin as soon as possible after submission of the proper forms.

6.8 Deductions will remain in effect until written notice is submitted to the employer requesting termination of the deduction.

6.9 No more than one change will be permitted during each month.

ARTICLE 7

SPECIAL CONFERENCES

7.1 Special conferences for important matters may be arranged between the Association President and the employer, through its designated representative, upon the request of either party. Arrangements for such special conferences shall be made in advance. The agenda to be discussed at the meeting shall be presented at the time the conference is requested. Matters discussed at the conference shall be confined to those included on the agenda.



- 7.2 Conferences shall be held at a time that is mutually agreeable.
- 7.3 Special conferences are not to be considered as a collective bargaining meeting nor will any Article of the Agreement be amended, abridged or revised in any way.
- 7.4 The Special Conference is not to be used for the settlement of an alleged grievance.

ARTICLE 8

SENIORITY

- 8.1 All new employees hired in the unit shall serve a probationary period of one calendar year. All probationary periods must be accumulated by continuous service. There shall be no seniority among probationary employees.
- 8.2 Upon successful completion of probation, the employee shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire.
- 8.3 The Association shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours, and conditions of employment except discharged and disciplined employees for other than association activities.
- 8.4 For purposes of layoff and recall, and promotion, seniority shall be by classification. The seniority lists shall be as follows: Police Officers, Dispatcher/Clerk and Animal Control Officer.
- 8.5 The employer shall give the local association a seniority list yearly on the anniversary date of ratification of the contract.

ARTICLE 9

LOSS OF SENIORITY

- 9.1 An employee shall lose seniority only for the following reasons:
- a) Resignation
  - b) The employee is laid off and not recalled within the following period:
    - 1. Employees with 1 to 2 years service: 18 months.
    - 2. Employees with more than 2 years and 1 month: a period equal to their seniority.
  - c) The employee is discharged for cause and the discharge is not reversed by the grievance procedure.
  - d) The employee is absent without leave for 3 consecutive days. Consideration will be given in cases involving extraordinary conditions.
  - e) Retirement.
  - f) Failure to return to work when recalled from layoff as set forth in the recall procedures. Consideration will be given in cases involving extraordinary conditions.
  - g) Failure to return to work within the time limits of an approved leave of absence.

ARTICLE 10

- 10.1 The word "layoff" means a reduction in the work force.

If it becomes necessary to lay off employees, the following procedure will be used:

- a) The employer will decide what number of employees in each of the three classifications must be laid off.
- b) All part time and temporary employees of the classification being reduced shall be laid off first, probationary employees will be next in layoff. Seniority employees will then be laid off, starting with the employee with the lowest seniority and moving up the seniority list as required.

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- 10.2 Notice of layoff shall be given in writing 2 weeks prior to the layoff.
- 10.3 The word "recall" means a call to report for work.
- 10.4 When the work force is to be increased after a layoff the employer will decide what number of employees in each of the 3 classifications is to be recalled.
- 10.5 Recall shall be in inverse order according to seniority in the classification being recalled.
- 10.6 Notice of recall, with copy to the Association, shall be sent to the employee at his last known address by mail using registered, certified or proof of mailing. It is the duty of the employee to keep the Chief of Police informed of address changes by written notice by mail using registered, certified or proof of mailing.
- 10.7 If an employee fails to report for work after 15 calendar days from the date of mailing the notice, the employee shall be considered a quit. The employer may waive the 15 days reporting time only if the employee can produce a reason which is absolutely beyond his control. In no event shall the waiver extend more than 3 days.
- 10.8 Employees laid off will remain on the recall list as follows:
- a) Employees with 1 year to 2 years of service: 18 months
  - b) Employees with 2 years 1 month or more service: a period equal to the employee's seniority.

ARTICLE 11

VETERANS

- 11.1 The employer agrees to abide by the Military Service Selective Service Act of 1967, as amended, and with the Armed Forces Act of 1952 with respect to the employment rights of veterans.

ARTICLE 12

RETIREMENT

- 12.1 Sworn Police Officers: Sworn Police Officers shall be covered by the Michigan Municipal Employees Retirement Act (P.A. 1984, No. 427), as amended, with benefit programs B-2 and E-2, provided, however, that retirement will be permitted for sworn police officers who have attained the age of 55 years and who have 25 years or more of credited service, with no reduction in pension benefits. Contributions will be paid by the employer.

Effective April 1, 1988, sworn Police Officers shall be covered by the Michigan Municipal Employees Retirement Act (P.A. 1984, No. 427) as amended, with benefit programs B-3, E-2 and FAC 3, provided, however that retirement will be permitted for sworn police officers who have attained the age of 55 years and who have 25 years or more of credited service, with no reduction in pension benefits. Contributions will be paid by the employer.

- 12.2 Civilian Employees: Civilian employees (Animal Control Officer and Dispatcher/Clerks) shall be covered by the Michigan Municipal Employees Retirement Act (P.A. 1984, No. 427), as amended, benefit program C-1. Contributions will be paid by the employer.

Effective April 1, 1988, civilian employees (Animal Control Officer and Dispatcher/Clerks) shall be covered by the Michigan Municipal Employees Retirement Act (P.A. 1984, No. 427), as amended, with benefit programs C-1 and FAC 3. Contributions will be paid by the employer.



ARTICLE 13

OUTSIDE EMPLOYMENT

- 13.1 Employees shall be permitted to engage in part time employment with prior approval of the Chief of Police.
- 13.2 Outside employment must not interfere with the employee's duties as a member of the Police Department.

ARTICLE 14

USE OF TOWNSHIP HALL

- 14.1 The Association will be permitted to use the Township Hall for Association meetings upon written request. The request shall include the date of the expected meeting and the length of time of the meeting, including the opening and closing times.
- 14.2 Request for building use shall be submitted in writing to the Township Clerk five (5) days prior to the meeting. It is understood that the Association meetings must be scheduled so as not to interfere with the official meetings of the various commissions, committees and the Township Board.
- 14.3 The Township Clerk will assign the room to be used for the meeting. The meetings shall be held in the assembly room or in the firehouse lounge.
- 14.4 The Association will not be charged for the use of the room unless it is necessary for the Township to pay for cleaning or for any damage.
- 14.5 In case of emergency, the written request for building use will be waived. The Association will request orally to the Township Clerk or his designated representative.

ARTICLE 15

ASSOCIATION BUSINESS

- 15.1 The Association President shall be permitted time off to attend to Association business if the Association will provide a substitute to fill in for the President during his duty hours at no cost to the employer.
- 15.2 The maximum number of days off shall be ten (10) days per year.
- 15.3 The Association President shall suffer no loss of pay or benefit as long as there are no expenses to the employer.
- 15.4 The President and Vice President of the local Association shall be the Chief Steward and Steward.
- 15.5 A Steward, while on duty, shall be permitted up to a maximum of one (1) hour to investigate an alleged grievance, all other investigations shall be done only when off duty. If duty time is used to investigate an alleged grievance, the steward shall notify the Chief, or his designated representative, of the steward's intent to use duty time and permission for same shall be obtained from the Chief, which permission shall not be unreasonably withheld.
- 15.6 A steward, if on duty, shall be permitted to appear at all oral discussions, formal meetings and hearings called for in steps I through IV of the grievance procedure; Police Commission meetings, and Township Board meetings, if said discussions, meetings and/or hearings take place while the steward is on duty. Otherwise the steward shall represent the grievant while the steward is off duty.
- 15.7 One (1) steward shall be permitted, without loss of pay, time or benefits, to attend collective bargaining sessions scheduled by mutual agreement of the Township and Union negotiators.

ARTICLE 16

WORKING CONDITIONS

- 16.1 Police officers will not be assigned to school crossing guard duty except in emergencies.
- 16.2 Animals will be transported in the vehicle assigned to the animal control officer. The vehicle may be used for any department use.
- 16.3 School and club lectures or teaching shall be assigned only to those employees willing to perform this service as part of their civic duty. Employees not wanting to perform such services shall so inform the Chief of Police.
- 16.4 Employees shall not be required to wash cars.
- 16.5 Employees shall be assigned to work no more than one month on any shift. No employee shall be excluded from any shift unless special permission is granted by the Chief of Police or his designated representative.
- 16.6 Employees shall be permitted to trade work or leave days with permission of the Chief or his designated representative as long as no overtime pay is involved.
- 16.7 The animal control officer shall enforce estate, county and local animal ordinances and laws. The animal control officer shall not perform police duties covering arrests, investigation of complaints and accidents. In cases of emergency the Chief of Police or his designated representative may assign duties as necessary to protect the welfare of the Township.
- 16.8 Reserve officers shall not perform duties covering arrests, investigation of complaints and accidents.
- 16.8a Police officers shall not be required to perform animal control duties except in emergencies.
- 16.9 Civilian employees shall not perform police duties.
- 16.10 Civilian employees and reserve officers shall wear an insignia which distinguishes them from regular Police.
- 16.11 Probational police employees shall not ride alone or together during the first six months of probation. Employees who have had one or more years experience in another police department may be exempt from this section after one month. The employee's progress in either case shall be discussed with the Local Association prior to the employee being assigned to work alone.
- 16.12 The Township shall attempt to maintain the patrol cars and other police equipment in a safe condition. If any employee believes that the equipment he is required to work with is unsafe, he shall immediately report same to his shift commander. The shift commander shall determine whether or not equipment should be used.
- 16.13 Two officers will be assigned the transportation of all prisoners, except when transporting female prisoners then it shall be the responsibility of the shift commander to determine if a female attendant is necessary.
- 16.14 An officer may transport a prisoner alone if the employee feels there is no personal danger involved. The decision shall be made by the individual officer. However, a ranking officer may supersede this request if he feels the situation warrants it.
- 16.15 At least one patrol vehicle shall be equipped with a safety shield.
- 16.16 All police patrol vehicles shall be equipped with a shotgun (12 gauge Police model), mounted in a readily accessible place, with a protective covering. Also each vehicle shall have an ample amount of ammunition which is readily accessible.

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- 16.17 All police vehicles shall be equipped with the following: first aid kits, fire extinguishers, flares, blankets, shovels, brooms and an ample amount of rope.
- 16.18 Prep radios, service ammunition and practice ammunition shall be made available upon request.
- 16.19 Flashlights, batteries, nightsticks, riot helmets with shields, gas masks and a proven quality bullet proof vest shall be made readily available.
- 16.20 All police vehicles shall be equipped with factory installed air conditioning, electric clocks, power windows and a vehicle police package.
- 16.21 Officers will be required to check and maintain proper fluid levels on police vehicles they use during their tour of duty. Fluid levels include gasoline, water, oil and battery fluid.
- 16.22 Employees shall not be placed upon Stand by Time status.
- 16.23 The work schedule shall be posted at least twenty-eight (28) days in advance of the start of the new schedule.
- 16.24 The work schedule may be changed from time to time by the employer, provided however, that any change which results in an employee being required to work when otherwise not so scheduled shall require the employer to give the employee at least 48 hours notice of the schedule change. Notice of a schedule change shall be presumed to have been given by the posting of the change on the work schedule unless the employee is off duty at the time the schedule change is made and remains off duty until the expiration of the 48 hours notice period, then, and in that event, the employer will give the employee notice of the schedule change by telephone or written notice mailed to the employee's residence. Failure to give the required notice shall cause the employee to be compensated at the rate of time and one-half for that shift. This provision shall not apply to court time.
- 16.25 An employee shall have a minimum of twelve (12) hours off before being scheduled or otherwise called back to work, provided however, that the Chief or his designated representative may, in his sole discretion, call an employee into work without regard to the twelve hour rule, in which event, the employee shall be compensated at the rate of time and one-half for all hours worked during said shift. This provision shall not apply to court time, shift advance or shift extension.

ARTICLE 17

EDUCATION

- 17.1 Any seniority employee ordered to attend school by the Chief of Police shall be considered as working his normal shift, including travel time.
- 17.2 Tuition, housing and food expenses will be paid by by the employer for attendance approved by the Chief of Police.
- 17.3 Employees required to attend any school on scheduled days off shall be compensated at the rate of time and one half or the employee, at his own option, shall be permitted to receive compensatory time off pursuant to Section 22.6.

ARTICLE 18

LEAVES OF ABSENCE

- 18.1 Employees returning to duty under the provisions of the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence to attend school. The length of leave shall be equal to the length of seniority in the department.

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18.2 A seniority employee may be granted a leave of absence without pay for a period of up to one year. The request for leave must be in writing, stating the reason for the leave. The request must be filed at least three (3) months before the date of anticipated leave. The request must be approved by the Chief and the Police Commission. The leave may be renewed for a period of up to a year. Request for a renewal must be in writing, stating the reason. Such renewal request must be filed with the Commission forty-five (45) days before the end of the leave.

18.3 Sick leave will be allowed for the following:

- a) Personal illness
- b) Quarantine when certified by the Wayne County Health Department
- c) Family illness: When an employee is needed for the care of a sick family member, family member being defined as: Spouse, children, mother or father.

18.4 Each employee shall acquire one (1) day of sick leave credit for each month of service rendered. Each earned sick day shall be credited to the employee on the first day of each month following the month it was earned. Unused sick leave days can be accumulated to a total not to exceed 200 days.

18.4a All employees shall be eligible to earn bonus sick days at the following rate:

- 0 regular sick days used during fiscal year = 4 bonus sick days
- 1 regular sick day used during fiscal year = 3 bonus sick days
- 2 regular sick days used during fiscal year = 2 bonus sick day
- 3 or more regular sick days used during fiscal year = 1 bonus sick days
- 4 or more regular sick days used during fiscal year = 0 bonus sick days

Bonus sick days shall be added to the employees sick day bank on the April 1 following the fiscal year in which they were earned.

In lieu of adding bonus sick days to the sick day bank, an employee may elect to have the employer purchase those days at fifty percent (50%) of their current rate. Said payments will be made within thirty (30) days after the end of the fiscal year.

18.5 The Chief may require a doctor's certificate of illness and necessity to be off work for any employee off for three (3) or more consecutive days.

18.6 Funeral leave will be granted to employees to attend, to make plans and to attend to various details without loss of pay under the following conditions:

- a) For spouse, father, mother, sons, daughters, brothers, sisters, grandparents, father-in-law, mother-in-law, brother-in-law and sister-in-law.  
An employee for the aforementioned bereavement will be granted funeral leave of 4 days, provided, however, all days must be consecutive and at least one (1) of the days must be the day of the funeral.
- b) For near relatives, including aunts, uncles, nieces and nephews.  
An employee for the aforementioned bereavement will be granted funeral leave of one (1) day, which must be the day of the funeral.
- c) If an employee is on leave at the time of a named bereavement, the employee shall be permitted to extend his/her leave by the specific funeral leave granted in (a) or (b) above, provided, however, the entire leave, including funeral leave, must be consecutive and at least one (1) day must be the day of the funeral.
- d) If additional days are required, the employee may request up to 3 days of previously earned vacation time. Request shall be given to the Police Chief or his representative.

ARTICLE 19

MATERNITY LEAVE AND CHILD CARE LEAVE

- 19.1 Maternity leave without pay will be granted to female seniority employees upon written request and certification of pregnancy by the employee's physician.
- 19.2 The employee shall notify her immediate supervisor as soon as pregnancy is medically certified by a physician. Notice must be given by the end of the second month.
- 19.3 A pregnant employee may continue her regular employment as long as her physician certifies to her ability to carry out her assigned duties. If management feels the employee should not keep working due to the pregnancy endangering the well being of the employee, management may request a second medical opinion. The cost of such medical examination shall be paid by the employer.
- 19.4 When the employee's physician feels that the employee should not continue work, the employee must immediately notify her supervisor and request maternity leave using the maternity leave request form.
- 19.5 Maternity leave will be granted for a period of 3 months. The employee may use accumulated sick leave and/or vacation time in order to draw pay during the leave. If the employee elects to use sick time or vacation time, the leave becomes a leave without pay when such time is exhausted.
- 19.6 A child care leave may be granted for a period of up to 9 months. Child care leave must start at the end of the maternity leave and must be applied for at the time the maternity leave is requested. Child care leaves shall be without pay.
- 19.7 If pregnancy is terminated prior to delivery and the employee is on maternity leave, said employee may request that the leave be cancelled. A request to cancel the leave must be in writing and accompanied by a medical statement from the attending physician. An employee wishing to return to work under this section must give a minimum of 2 weeks notice and provide a statement from her physician attesting to her ability to return to work.
- 19.8 At the end of a maternity leave or child care leave, the employee must give 2 weeks notice in writing, accompanied by physician's statement attesting to her ability to work prior to reporting for duty.
- 19.9 Seniority shall accrue during maternity leave. Seniority shall not accrue during child care leaves.
- 19.10 An employee returning to work from maternity or child care leave shall be assigned to her former position and classification.



19.11

MATERNITY LEAVE REQUEST FORM AND CHILD CARE LEAVE REQUEST FORM

This is to certify that \_\_\_\_\_ (Name) is currently under my care for pregnancy. The expected date of delivery is on or about \_\_\_\_\_. A maternity leave is requested to start on or about \_\_\_\_\_.

\_\_\_\_\_ Attending Physician's Signature

\_\_\_\_\_ Date

In view of my physician's statement above, I wish to apply for a maternity leave starting on \_\_\_\_\_ and ending on \_\_\_\_\_.

\_\_\_\_\_ Employee

\_\_\_\_\_ Date

I wish to apply for a child care leave starting on \_\_\_\_\_ and ending on \_\_\_\_\_.

\_\_\_\_\_ Employee

\_\_\_\_\_ Date

ARTICLE 20

PROMOTIONS

20.1 Promotions to the rank of Sergeant shall be made by seniority. Any officer so promoted to Sergeant shall have a twelve month trial period on the job. If within this twelve month period the officer is found to be incapable of handling said work, the officer shall be returned to the position the officer held prior to the officer's advance, subject to the right to grieve.

For purposes of this provision, the foregoing twelve (12) month trial period shall be a continuous twelve calendar month period of actual service.

An officer so returned to a previous job shall not be considered for promotion to Sergeant for a period of twenty-four (24) calendar months from the date the officer is returned to the lower classification.

In the event an officer is promoted to the Sergeant rank and is returned to the Patrol classification, that officer shall be credited with seniority only as a Patrol officer for the time the officer was in the Sergeant classification.

This provision only deals with the method to be used by the employer to fill the rank of Sergeant and does not require the employer to fill any vacancy that may exist or might later exist in the rank of Sergeant.

20.2 The rank of Lieutenant (being the first position out of the bargaining unit) shall be filled by an individual who is chosen entirely and exclusively by the employer. If the individual so selected is a bargaining unit member, the individual may be returned to the bargaining unit position they last held. An individual so returned to the bargaining unit shall be credited with seniority in their last bargaining unit classification for the time the officer was in the Lieutenant classification. This provision only deals with the method to be used by the employer to fill the rank of Lieutenant and does not require the employer to fill any vacancy that may exist or might later exist in the rank of Lieutenant.



ARTICLE 21

INJURIES

- 21.1 If an employee is unable to perform his/her regular duties as a result of an on the job accident, the employer will attempt to provide work for the employee upon the recommendation of the employer's designated doctor.
- 21.2 If an employee, as a result of an on the job injury or illness, is totally and permanently disabled to the extent that his employment, within the employee's last regular classification is either voluntarily or involuntarily terminated then and in that event, the employer will pay to the employee, as a disability benefit, the equivalent of one year's salary less any amount received by the employee during that first year under the then applicable Worker's Compensation law. Further, during this one (1) year period of time, the employer will continue to maintain the then current medical, dental, optical, prescription drug and life insurance coverage for the employee and his family.
- 21.3 If an employee dies as the result of an on the job injury or illness, the employer will continue to maintain the then current medical, dental, optical, and prescription drug insurance coverage, as subsequently modified from time to time by this Agreement, for the deceased employee's spouse and dependent children (as defined in the Employer Group Insurance Policy). This coverage will continue until the spouse of the deceased employee obtains equal or better insurance coverage from the spouse's own employer, dies or remarries. Further, dependent children coverage shall also terminate when each child ceases to be a dependent child as defined in the Employer's then existing Group Insurance Policy.
- 21.4 If any question arises regarding the interpretation and/or application of Sections 21.2 and/or 21.3, the question shall be submitted to the Panel created in Section 21.5 and their decision shall be final and binding on all parties, including the spouse and dependent children of a deceased employee, with absolutely no right of grievance from the panel's decision.
- 21.5 Employees sustaining a duty related personal injury, which causes the employee to be off duty from 1 to 7 days and wherein the employee uses personal sick days therefore may be eligible to have his sick days reimbursed by the employer. This determination shall be made by a three (3) member panel composed of the following: 1 member chosen by the Association; 1 member chosen by the Employer; and 1 member mutually agreed upon by the above two (2) members. If an employee is required to use personal sick days as a direct result of a duty related personal injury of 1 to 7 days duration, the employee may apply to the above panel for reimbursement of the involved sick days. If the panel finds that the involved days off were the direct result of a duty related personal injury, the panel shall reinstate the employees personal sick days used therefore.

The decision of the panel shall be final and binding on all parties, with absolutely no right of grievance from the panel's decision.

ARTICLE 22

OVERTIME

- 22.1 Time and one-half will be paid for any hours worked over a regular eight (8) hour shift. All overtime must be approved by the Chief of Police or designated representative.
- 22.2 An attempt will be made to offer each employee a fair share of available overtime. Vacancies within the Clerk/Dispatcher position shall be first offered as overtime to all employees within that classification before being offered to other department personnel provided such vacancies do not occur as the result of the use of vacation or compensatory time.
- 22.3 Employees called back to work after they have completed their work day or called back to work on a day off will be paid a minimum of four (4) hours or the hours worked at time and a half.
- 22.4 Shift extension and advance shall be paid at the rate of time and a half for all hours worked.

22.5 Court time is not included in Call in Time:

- a) Employees in attendance at local court will receive a minimum of four (4) hours at time and half if they are not on duty.
- b) Employees in attendance in courts and Appeal Board will receive a minimum of four (4) hours at time and a half if they are not on duty.

22.6 Each employee, at the employee's option, in lieu of overtime pay, may elect to earn compensatory time off at the rate of time and one-half for the hours worked. Employees will be allowed to bank a maximum of 80 hours of compensatory time. Employees shall be allowed to utilize compensatory time off at their discretion unless the direct result would be the creation of overtime, in which case, no compensatory time shall be allowed unless approved by the Chief or his representative. Upon separation from the department, all accrued compensatory time, up to a maximum of 80 hours, shall be paid to the employee or the employee's estate at the then current rate of pay.

ARTICLE 23

UNIFORMS

- 23.1 All uniformed officers will wear uniforms approved by the Chief of Police.
- 23.2 Other employees of the Department required to wear uniforms will wear appropriate insignia to differentiate them from uniformed officers.
- 23.3 Other uniformed groups working under the authority of the Chief of Police will wear appropriate insignia to differentiate them from uniformed officers.

ARTICLE 24

LUNCH PERIOD

- 24.1 The lunch period shall be thirty (30) minutes in length and will be within the 8 hour work day.
- 24.2 Employees may take up to a fifteen (15) minute coffee break approximately halfway through the first four (4) hours of work, and a second coffee break approximately halfway through the second four (4) hours of work.
- 24.3 Coffee breaks may not be taken at the beginning or end of a shift, nor may they be added to the lunch break. Employees must understand that the nature of police work may preclude breaks.

ARTICLE 25

GRIEVANCES

- 25.1 A grievance shall mean a complaint by the Association and/or an employee or group of employees based upon an event, condition or circumstance under which an employee works, allegedly caused by a violation, misapplication or misinterpretation of any of the provisions of this agreement or any unfair, inequitable or unjust treatment.
- 25.2 An employee shall, within fourteen (14) days of the alleged violation or discovery thereof, process the grievance in the following manner.

STEP I

- 25.3 Oral Discussion: The aggrieved employee with a steward will discuss the matter with the Lieutenant or Inspector in an effort to resolve the issue.

STEP II

25.4 If the matter is not resolved in Step I, it shall be reduced to writing and presented to the Chief within fourteen (14) calendar days of the oral discussion answer. The Chief shall schedule a formal meeting within seven (7) calendar days and attempt to resolve this issue. The parties shall make available for examination all information they intend to present as evidence at this level of the grievance procedure. Within seven (7) calendar days of the meeting, the Chief shall present his answer to the Steward in writing.

STEP III

25.5 If the Union is not satisfied with the answer at Step II, the grievance shall be submitted to the Police Commission by the Chief within seven (7) calendar days. The Police Commission will hear the grievance at its next regular meeting. The Police Commission will answer the grievance in writing within ten (10) calendar days of the hearing.

25.6 If the union is not satisfied with the disposition of the grievance and wishes to file for arbitration, such action must take place within thirty (30) calendar days from the date of the written answer from the Police Commission. Arbitration shall be in accordance with the rules of the American Arbitration Association or Federal Mediation and Conciliation Services, which shall likewise govern the arbitration proceedings. The Arbitrator shall confine his decision to the Agreement or a specific rule or policy. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the Award of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union.

25.7 The time limits in this Article shall be strictly observed, but in unusual circumstances the time limits may be extended by mutual agreement.

25.8 If no appeal is taken within the prescribed time limit, the employee and Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union representative or the employee, where required within the prescribed time limit, then the matter shall be deemed to be settled in favor of the grievant.

25.9 The Union may submit a class action grievance at Step I of the procedure in cases arising out of the same set or similar set of facts or incidents shall be consolidated and handled as one grievance. If the matter is resolved or goes to Arbitration, the decision shall apply to all grievances.

25.10 In those arbitrations involving discipline or discharge of employees, the Arbitrator shall determine if the discharge is for just cause. He may review the penalty imposed and is empowered to determine if the penalty is appropriate or unduly severe and he may modify it accordingly.

25.11 The Arbitrator shall have the authority, in discharge or disciplinary cases to order payment of back wages and compensation for employees which the employees would otherwise have received, plus restoration of seniority and all other benefits.

25.12 There shall be no reprisals of any kind by administrative personnel taken against the grievant, any party in interest or his Union representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation, and the Union will not permit members to take reprisals against any supervisory personnel or the Police Commission.

GRIEVANCE FORM

25.13 The Grievance Report Form of the Association shall be used. The word "Proof" shall be removed from the form in the "Written Answer" section.

ARTICLE 26

DISCIPLINE

- 26.1 No employee shall be disciplined except for just cause.
- 26.2 Verbal discipline shall take place in private. Such verbal discipline shall be administered by the Chief of Police or his designated representative.
- 26.3 Discipline cases that are expected to result in a written reprimand shall be held in private. The employee may request that a representative of the Association be present at the meeting. Any written reprimand placed in the employee's service jacket file shall be initialed by the employee.
- 26.4 Discipline cases that are expected to lead to suspension shall require the presence of an Association representative and the employee. No suspension without pay shall be given before the employee has had a hearing before the Chief of Police or his designee and given the opportunity to present his side of the case. The reason(s) and the duration of the suspension shall be presented in writing to the employee and the Association representative. A discipline once imposed shall not be increased.
- 26.5 The claim of any employee that he has been unjustly disciplined may be processed as a grievance, including arbitration. Such written grievance must be filed within 30 calendar days from the date of discharge or discipline.
- 26.6 In the event it should be decided by the employer or under the grievance procedure that the employee was unjustly disciplined, the employee shall receive full back pay and benefits, and the written notice of the suspension or discipline shall be removed from the employee's service jacket file.
- 26.7 An employee has the right to be confronted by his accuser. The Chief of Police and/or Police Commission may not assume the position of the complainant in lieu of said accuser.
- 26.8 Personnel files shall be reviewed annually. If an employee has four (4) years of satisfactory service with no written reprimands during the four (4) years, the Chief shall cause all written reprimands to be removed and given to the employee. If a previously suspended employee has ten (10) years of satisfactory service with no further suspensions occurring from the date the last suspension terminates, the Chief shall have all the suspension records removed from the employees file and destroyed.
- 26.9 Discipline is looked upon as supervision's method of correcting employee deficiencies. The normal progression is first oral reprimand, written reprimand, suspension and the discharge. However, if the infraction is serious, it may be necessary to move to either a written reprimand or discharge as the case demands.
- 26.10 Any employee accused of violating criminal codes or ordinances shall be entitled to their full rights under the federal and state constitutions.
- 26.11 If any employee is ordered to make a statement, written or oral, he shall comply subject to the receipt of the applicable Miranda and Garrity warnings. The refusal to make a statement after Garrity warnings have been given, will subject the employee to disciplinary action.
- 26.12 Any employee under investigation shall be informed of the nature of the investigation and have a reasonable time to consult with their Association representative or legal counsel prior to making any statement.
- 26.13 No employee shall be required to subject himself to a polygraph examination, nor shall any employee be subject to discipline for failure to submit to a polygraph examination.



ARTICLE 27

WAGES AND FRINGES

27.1

	4-1-90 to <u>3-31-91</u>	4-1-91 to <u>3-31-92</u>	4-1-92 to <u>3-31-93</u>
* Patrol Officer:	\$15.99 hr. \$33,259.20 yr.	\$16.79 hr. \$34,923.20 yr.	\$17.63 hr. \$36,670.40 yr.
Sergeant:	\$16.77 hr. \$34,881.60 yr.	\$17.61 hr. \$36,628.80 yr.	\$18.93 hr. \$39,374.40 yr.
* Animal Control Officer:	\$12.38 hr. \$25,750.40 yr.	\$13.00 hr. \$27,040.00 yr.	\$13.65 hr. \$28,392.00 yr.
* Dispatcher/Clerk:	\$10.68 hr. \$22,214.40 yr.	\$11.21 hr. \$23,316.80 yr.	\$11.77 hr. \$24,481.60 yr.

\* The following wage rates shall be effective for all employees hired after 4-1-87.

		4-1-90 to <u>3-31-91</u>	4-1-91 to <u>3-31-92</u>	4-1-92 to <u>3-31-93</u>
Patrol Officer:	0 - 1 yr. (80%)	\$26,607.36	\$27,938.56	\$29,336.32
	1 - 2 yrs. (90%)	\$29,933.28	\$31,430.88	\$33,003.36
	2 Plus yrs. (100%)	See Above	See Above	See Above
Animal Control Officer:	0 - 1 yr. (80%)	\$20,600.32	\$21,632.00	\$22,713.60
	1 - 2 yrs. (90%)	\$23,175.36	\$24,336.00	\$25,552.80
	2 Plus yrs. (100%)	See Above	See Above	See Above
Dispatcher/Clerk:	0 - 1 yr. (80%)	\$17,771.52	\$18,653.44	\$19,585.28
	1 - 2 yrs (90%)	\$19,992.96	\$20,985.12	\$22,033.44
	2 Plus yrs. (100%)	See Above	See Above	See Above

27.1(a) Shift differential:

Shift differential will be paid on employees hours. Employees working afternoon shift will be paid thirty-five cents (35 cents) per hour shift premium. Employees working the midnight shift shall be paid forty cents (40 cents) per hour shift premium. Employees working the split shift shall be paid forty cents (40 cents) per hour shift premium. For purposes of this section, any employees starting work between the hours of 6 a.m. and 9 a.m. shall be considered day shift; employees starting between the hours of 2 p.m. and 5 p.m. shall be considered afternoon shift; employees starting between the hours of 10 p.m. and 1 a.m. shall be considered midnight shift and employees starting between the hours of 5 p.m. and 10 p.m. shall be considered split shift.

Township of Grosse Ile/POAH 1990-1993

- 27.2 Clothing, cleaning and equipment allowance of \$850.00 per year, due March 1 of each year.
- 27.3 Longevity pay, due and payable December 1, based on the following:  
Any employee with five (5) years of continuous service shall receive Three Hundred (\$300.00) Dollars and an additional Fifty (\$50.00) Dollars for each year of continuous service thereafter, with a maximum longevity of Twelve Hundred (\$1200.00) Dollars per year.
- 27.4 Holiday pay equivalent to thirteen (13) days pay due and payable December 1. The holidays are: New Years Day, Washington's Birthday, Good Friday, Easter Sunday, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, Christmas Day, Christmas Eve Day, New Years Eve Day, Veteran's Day, and Susan B. Anthony Birthday. Employees working the above holidays shall be paid time and one-half.
- 27.5 Hospital insurance program will be improved if and when the Fire Department obtains improvements.
- 27.6 False Arrest Insurance:
- a) The employer will provide insurance at no cost to the employee against legal liability resulting from claims of:
    - 1. Personal injury, false arrest and imprisonment, libel, slander, defamation of character, erroneous service of civil papers and assault and battery at time of arrest.
    - 2. Bodily injury, including bodily injury, sickness or disease accidentally caused by any act of the insured in attempting to make or in making an arrest.
  - b) The limits of coverage shall be as contained in the Employer then existing liability insurance package, provided, however, the Employer will, as a minimum, maintain coverage of \$50,000.00 per person; \$100,000.00 per occurrence; and an aggregate limit of \$300,000.00.
- 27.7 Whenever a command officer is not on duty for any shift, the patrolman with the highest seniority as patrolman shall act as shift commander. For this service the patrolman shall receive the wage rate for sergeants. Step up pay shall not be granted on an approved trade. Command officer is defined as anyone with the rank of sergeant or higher.
- 27.8 Whenever an employee is on official department business and a department vehicle is not available he shall be reimbursed at the rate of 24.5 cents per mile plus parking fees for use of his car.
- 27.9 Upon retirement the employer will pay off 1/2 of total (200 maximum) accumulated sick leave days at the employee's daily rate of pay. If death occurs while the employee is still a full-time employee of the Township, the employer will pay off the full amount of the accumulated unused sick leave days up to the maximum accumulated (200) days to his spouse or estate at the employee's daily rate. A pay off of 1/4 of the total accumulated sick leave (200) maximum will be paid to the employee who resigns after 5 years of service. No pay off will be made for any discharged employee or an employee who resigns prior to 5 years of service.
- An employee may only accumulate a maximum of 200 days in his sick bank. Any earned sick days acquired during a fiscal year which would bring the accumulated total to over 200 days as of the close of a fiscal year shall be purchased back from the employee by the employer at 50% of the current rate of pay. Such payment will be made to the employee within 30 days of the close of each fiscal year in which the 200 day maximum is exceeded.
- 27.10 Medical, Dental and Optical Insurance:
- The Employer shall continue to provide for the Employees, their spouses and dependent children (as defined in the hereinafter referenced Employer's Group Policy), the medical, dental and optical and prescription drug coverages afforded in the present American Community Mutual Insurance Company Group Policy No. 3223, or its equivalent. The coverages afforded the employees' their spouses and dependent children shall be those as set forth in the policy and no others. Any dispute over afforded coverage shall be resolved between the employee and the employer's insurance carrier and shall not involve the employer. The employer's sole responsibility shall be to provide and pay for the referenced insurance coverage.



Employees shall be notified in advance of any contemplated change in the carrier of the Township's medical, dental, optical and prescription drug insurance.

27.11 Residence:

Residency on Grosse Ile is preferred for all employees. Off Island residency will be permitted with prior approval of the Chief of Police. The following areas, within the police radio hookup, Southgate, Wyandotte, Riverview, Trenton, Gibraltar, Woodhaven, Rockwood, Flat Rock and Brownstown Township shall be the only permitted areas. Probationary employees are exempt from this section.

27.12 Vacations:

1. For employees hired prior to 4-1-87, the following vacation benefits shall apply.
  - a) 1 year of service - 2 weeks
  - b) 3 years of service - 3 weeks
  - c) 5 years of service - 4 weeks
  - d) 10 years of service - 5 weeks
2. For employees hired on or after 4-1-87, the following vacation benefits shall apply:
  - a) 1 - 5 years of service - 2 weeks
  - b) 6 - 7 years of service - 3 weeks
  - c) 8 years of service - 4 weeks
  - d) 10 years of service - 5 weeks
3. Service to earn vacation leave must be continuous.
4. The use of vacation days shall be governed by vacation guide lines established between the employer and the employee under date as of April 1, 1987, which guide lines may be changed and/or modified by mutual agreement of the employer and the Association.

27.13 The Township shall make available to fully retired employees and their spouse the then existing medical, dental, optical and prescription drug insurance coverage made available to permanent full time employees, provided, however, that the medical, dental, optical and prescription drug insurance coverage shall be reduced to co-ordinated benefit coverage with Medicaid, Medicare and any other Federal or State health care program when the employee becomes eligible for any such health care program. At the time of full retirement, the Township shall pay the premium for the retiree and spouse. All coverage for dependents of the employee shall be paid for by the employee, with no cost to the Township.

27.14 The Township shall provide each employee Fifty Thousand (\$50,000) dollars of Group Life Insurance of which the Township shall pay the full cost of said insurance.

27.15 An employee who serves on jury duty shall be carried as if the employee was working. The employee will be paid the difference between the pay for jury duty and the employee's regular pay.

ARTICLE 28

PERSONAL BUSINESS DAY

28.1 Three personal business days will be given per year. After ten (10) years of continuous service an employee will be given 1 additional personal business day. After Fifteen (15) years of continuous service, the employee will be given 1 additional personal business day for a total not to exceed five (5).

28.2 Personal business days will be given subject to the following conditions:

1. Days cannot be added to vacation periods.
2. Employees must give 48 hours notice of intent to use a personal business day. In the event of an extreme emergency situation on the part of the employee, the 48 hour provision may be waived by the Chief of Police.

3. No more than one person may use a personal business day during any 24 hour period.
4. In case of an emergency, as determined by the Chief of Police, the personal business day may be denied at the time of request.

ARTICLE 29

SAVINGS CLAUSE

29.1 If any article or section of this Agreement or any appendixes or supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

SECTION 30

ADOPTION BY REFERENCE

The parties further agree that any existing ordinance and resolutions of the Township Board as of the date of ratification of this contract relating to working conditions and compensation of bargaining unit employees are incorporated herein by reference and made part hereof to the same extent as if they were specifically set forth, providing they are not in conflict with the terms of the agreement.

ARTICLE 31

MANAGEMENT RIGHTS

- 31.1 The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the law, the Constitution of the United States and the State of Michigan and all amendments made thereto and conferred upon and vested in it by virtue of any ordinance or resolutions passed by the elected officials of the Township not in conflict with the express provisions of this Collective Bargaining Agreement.
- 31.2 The Rules and Regulations of the Grosse Ile Police Department as approved by the Board of Trustees of Grosse Ile Township and as subsequently amended shall remain in full force and effect except where in conflict with the specific provisions of this contract.
- 31.3 The Township further retains and reserves unto itself all rights which are ordinarily vested in and are exercised by employers except in such as are specifically and expressly relinquished in this Agreement, including but without limiting the generality of the foregoing, the right:
  1. To manage its affairs efficiently and economically, including the determination of quality of services to be rendered.
  2. To determine the size of the work force and to increase or decrease its size.
  3. To hire, layoff, discharge, assign work, promote employees, determine the starting and quitting time of each shift, and the number of hours and which days to be worked, except that there shall be no scheduling of staggered shifts and subject to express provisions contained within this bargaining agreement. The Township further reserves the right to issue, amend, enforce and change the rules and regulations of the Grosse Ile Police Department whenever necessary in the best interests of the Township and its citizens, after due notice and discussions with representatives of the Police Officers Association prior to Township Board action thereon.
  4. To direct the work force, assign work and determine the number of employees assigned to operations.
  5. To discipline and discharge employees for just cause, in the manner as provided for in this agreement, and in the published Rules and Regulations of the Grosse Ile Police Department.
  6. To adopt, revise and enforce reasonable work rules; provided that with respect to the revision or adoption of work rules, the Township Board or its designated agent shall meaningfully discuss such proposed work rules with Association representatives prior to Township Board action thereon.

Township of Grosse Ile/POAM 1990-1993

31.4 With respect to proposed changes in duties, work rules and regulations affecting police department personnel covered by this agreement, the Township Board itself or acting through its designated agent shall meaningfully discuss such proposed changes with Association representatives prior to Township Board action thereon.

ARTICLE 32

TERMINATION AND MODIFICATION

32.1 Neither party hereto shall press any proposal to change, modify or add to the provisions of this Agreement, except in accordance with the procedure set forth in Paragraph 32.3 herein, provided, however, the foregoing is not intended to prevent the Employer, in an effort to implement various recommendations of the Police Management Study dated September, 1983, from requesting the Association to consider a modification of effected provisions of this agreement. In such case(s) the employer shall be afforded a reasonable opportunity to present and discuss the reasons for such request and the Association shall have the right to refuse such request and to rely upon the provision of this Agreement during the whole of its current effective term.

32.2 This agreement shall remain in full force and effect until midnight, March 31, 1993, and thereafter until amended or modified as provided therein.

32.3 Either party may, on or after December 1, 1992, serve a written notice upon the other party of its desire to amend or terminate this agreement, effective April 1, 1993. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract. 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.

ARTICLE 33

CONTRACT DISTRIBUTION

33.1 The Collective Bargaining Agreement shall be reproduced by the employer at no cost to the Association. Each employee shall be provided with one copy of the agreement. The Association shall be provided with five (5) copies of the Agreement.

33.2 A copy of the Rules and Regulations of the Grosse Ile Police Department shall be provided to each employee.

In Witness Wherefore: The Grosse Ile Police Officers Association having ratified this Agreement at a legally called meeting of the Membership on the \_\_\_ day of \_\_\_\_\_, 19\_\_\_, at which meeting a quorum was present according to its by-laws and the Township of Grosse Ile Board of Trustees, having ratified this Agreement at a legally called meeting of the Board on the \_\_\_ day of \_\_\_\_\_, 19\_\_\_, at which meeting a quorum was present, have caused this instrument to be executed on the \_\_\_ day of \_\_\_\_\_ 19\_\_\_.

GROSSE ILE POLICE OFFICERS ASSOCIATION

BOARD OF TRUSTEES TOWNSHIP OF GROSSE ILE

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

\_\_\_\_\_  
Bruce F. Sells, Supervisor

\_\_\_\_\_  
Sally A. Grostick, Clerk

POLICE OFFICERS ASSOCIATION



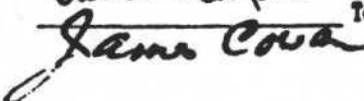
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Dated as of April 1, 1987

GUIDELINES FOR USE OF VACATION DAYS

The following guidelines will apply to all employees of the Grosse Ile Police Department in the use of vacation days:

1. The summer vacation season will begin April 1 and continue through September 30. The winter vacation season will begin October 1, and continue through March 31.
2. The order in which secured summer and winter vacations are allocated will be determined by department seniority. In the event of a tie, priority shall be determined by the single toss of a coin, supervised by the Chief of Police or his designee. Seniority bumping can only occur with respect to vacation selected in February and August, all other vacation requests shall be strictly on a first come, first serve basis.
3. Secured summer vacation will be selected during the month of February and winter vacations during the month of August. Employees wishing to delay their request will make this request at least sixty (60) days prior to the first day of the requested secured vacation.  
Employees will complete the Leave Application and Certification form, including their signature date and time requested when selecting their vacations.  
If, prior to a secured vacation, an employee's work schedule is changed, the employee will be allowed to alter his secured vacation provided that:
  - a) the schedule change has affected his adjacent leave days, and
  - b) at least one (1) week's written notice be given the Chief of Police or his designee
4. No more than ten (10) days of secured vacation will be taken in any summer vacation period. The summer and winter vacations may be taken together with the permission of the Chief.
5. An employee may request vacation time upon 48 hours notice, provided that:
  - a) this request shall not cause overtime; and
  - b) in the event of an emergency requiring the need for manpower, the chief or his designated representative may, with good reason, deny this vacation request or rescind this vacation previously granted.
  - c) The 48 hour notice may be waived by the Chief or his designee for good cause.
6. Employees will be allowed to connect their vacations with scheduled off-duty days.
7. The maximum number of personnel, excluding the Chief of Police, Inspector, Lieutenant, Detective Bureau and Animal Control Officer that may be on vacation at any time shall be two (2).  
  
No more than two (2) Sergeants will be on vacation at the same time.
8. Employee will be permitted to establish a vacation bank of earned vacation not to exceed ten (10) days during the first ten (10) years of continuous service and not to exceed twenty (20) days after ten (10) years of continuous service, provided, however, that any deferred vacation bank days shall not be added to or taken with the secured summer vacation, i.e., (April 1 to September 30); except with permission of the Chief or his designated representative.
9. Upon resignation, retirement, layoff or death of an employee, full pay shall be due to the employee or his estate for all vacation time earned and not used.

  
Richard P. [unclear] Union Representative  
  
Dennis [unclear] POAH  
  
James [unclear] Township Representative

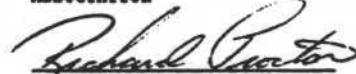
MEMORANDUM OF UNDERSTANDING

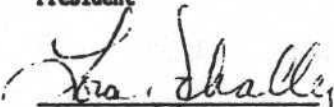
Employees living within the limits of the Township of Grosse Ile exclusive of outlying islands not connected by bridges shall be conveyed to and from their place of residence to the police department office.

If any member of the bargaining unit living in any of the localities mentioned in Section 27.11 challenges this agreement, by grievance or through court action, the following shall take place:

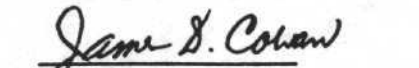
1. The union (POAM) and the Grosse Ile Police Officers Association agrees to indemnify and save the Township of Grosse Ile harmless against any and all discriminatory suits or grievances that may be filed by a member of this local association. Furthermore, the Union (POAM) and the Grosse Ile Police Officers Association agrees to pay the expenses, if any, for such court action or grievance costs that may arise out of this memorandum.
2. All transportation to and from work as specified in the first paragraph of this memorandum, shall cease, effective upon notification to the Township of contemplated grievance or court action by the employee challenging the provision.

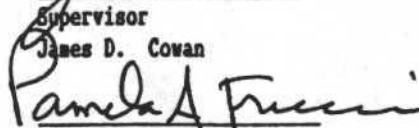
GROSSE ILE POLICE OFFICERS  
ASSOCIATION

  
President

  
Secretary

BOARD OF TRUSTEES  
TOWNSHIP OF GROSSE ILE

  
Supervisor  
James D. Cowan

  
Clerk  
Pamela A. Frucci

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN



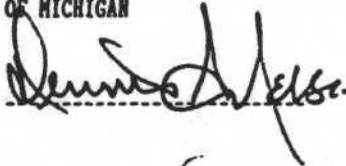


MEMORANDUM OF UNDERSTANDING

Utilization of a two (2) man car as part of the normal patrol routine shall be governed by the following:

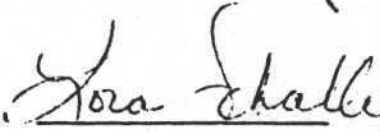
1. Between the hours of dusk to dawn, the road patrol personnel may utilize one two (2) man patrol unit, at their option, provided however, that there are three (3) or more road patrol personnel on duty and subject to the following:
  - (a) Utilization of a two (2) man patrol car shall not be permitted, if:
    - 1) Shift Commander, with good reason, determines that one man unit should be utilized on that shift, or
    - 2) The Chief of Police, with good reason, for a limited period of time, determines that one man units should be utilized.
2. That notwithstanding any other provisions contained herein to the contrary, the Chief of Police and/or Shift Commander shall have the absolute right to order a two man car(s) at any time.
3. This memorandum of understanding shall be effective immediately and shall continue until March 31, 1993 during which time, and at least every six months, the parties agree to meet and discuss the entire concept of the two-man patrol car including the problems being experienced by the implementation of this memorandum of understanding and solutions therefore.

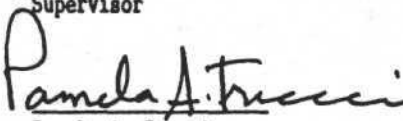
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN



BOARD OF TRUSTEES  
TOWNSHIP OF GROSSE ILE

  
James D. Cowan  
Supervisor



  
Pamela A. Frucci  
Clerk

GROSSE ILE POLICE OFFICERS ASSOCIATION

  
Richard [unclear]  
President

\_\_\_\_\_  
Secretary



MEMORANDUM OF UNDERSTANDING

The utilization of sick leave in increments of less than one (1) full day shall be governed by the following policy:

(A) If an employee reports to work and, while working, becomes sick and must leave the job, sick time will be deducted as follows:

(i) If the employee leaves the job having worked less than four (4) hours, the employee will have four hours (4) deducted from the employee's sick bank; and

(ii) If the employee works more than four (4) hours, the employee will suffer no loss of sick leave.

(B) If an employee, due to being sick, reports to work after the start of the employee's shift, the employee will have deducted, from the employee's sick bank, the actual time off work rounded off to the nearest half (1/2) hour.

The parties hereto agree that the above policy is subject to being changed unilaterally by the Grosse Ile Township Police Commission if, in their sole discretion, the Police Commission determines that the above policy, or any portion thereof, is being abused by the employees collectively or by any individual employee. A change in the referenced policy shall be by resolution of the Police Commission which resolution shall state the fact(s) wherein the policy is being abused and shall also set forth the new policy established for use of partial sick days.

GROSSE ILE POLICE COMMISSION

By: Gilbert Beth

Gilbert Beth

Its: Chairman

GROSSE ILE POLICE OFFICERS  
ASSOCIATION

By: Richard Proctor

Richard Proctor

Its: President

POAM  
Devin Nelson