

12/31/92

AGREEMENT
BETWEEN
THE CHARTER TOWNSHIP OF BEDFORD
AND
LABOR COUNCIL
MICHIGAN FRATERNAL ORDER OF POLICE

Bedford Township

Effective: January 1, 1991

Terminates: December 31, 1992

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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PREFACE

The Township and the Labor Council, Michigan Fraternal Order of Police, Bedford Township Police Department Unit recognize their moral and legal responsibilities under Federal, State and Local laws relating to fair employment and affirmative action practices.

The Township and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed their commitment not to discriminate because of race, creed, color, sex, national origin, age, marital status, handicap, political affiliation or beliefs as required by law.

AGREEMENT

THIS AGREEMENT is entered into this _____ day of ~~March~~ 1991, between the Charter Township of Bedford, hereinafter referred to as the "Employer," and Labor Council, Michigan Fraternal Order of Police, hereinafter referred to as the "Union."

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 1 - RECOGNITION OF THE UNION

Section 1: The Employer hereby recognizes the Union as the exclusive bargaining representative, as defined in Act 379, of the Public Acts of the State of Michigan of 1965, as amended, for all of the employees employed with the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All regular, full-time employees of the Police Department of the Charter Township of Bedford whose positions are classified as patrolman, corporal and sergeant but excluding all other employees employed in the Police Department or by the Township.

ARTICLE 2 - MANAGEMENT SECURITY

The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Township, as long as this contract is in force.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1: The Union and the bargaining unit recognize and agree that the Employer is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate or usurp such rights or duties of the Employer.

It is agreed that other rights and responsibilities of the Employer, including those delegated by the Township Board are

hereby recognized.

Section 2: Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the Township in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish work rules, to establish policies and procedures, to study and use improved methods and equipment, to manage its affairs efficiently and economically, to determine the quantity and quality of service to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation, to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, to construct new facilities or the improvement of existing facilities, to determine the lunch, rest period, clean-up time, the starting and quitting time and the number of hours to be worked, to establish work schedules, and in all respects to carry out the ordinary and customary function of management.

The Employer shall also have the right to hire, promote,

demote, assign, transfer, suspend, discipline and discharge with cause; layoff and recall personnel; to establish rules of conduct and penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel.

Section 3: In the case the Employer desires to subcontract bargaining unit work it will be the subject of collective bargaining.

ARTICLE 4 - UNION BARGAINING COMMITTEE

Section 1: Bargaining Committee: The bargaining committee of the Union will include not more than four (4) representatives, two (2) bargaining unit representatives and two (2) non-bargaining unit representatives.

Section 2: Time Spent in Negotiations: One (1) employee member of the Union bargaining committee will be paid for the time spent in negotiations with the Employer, including one-half (1/2) hour prior to and one-half (1/2) hour after the bargaining meeting is over if the employee is scheduled to work.

ARTICLE 5 - AGENCY SHOP PROVISIONS

Section 1: Agency Shop: Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union for the duration of this Agreement.

Section 2: Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the 10th day after the 30th day following such effective date or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

Section 3: Employees hired, re-hired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the 10th day after the 30th day following the beginning of their employment in the unit or pay to the Union a sum equivalent to the initial fee and membership dues as a charge for representation services.

Section 4: An employee who shall tender an initial fee (if not already a member) and the periodic dues or a sum equivalent to the initial fee and periodical dues uniformly required of all employees in the bargaining unit that are represented by the Union shall be determined to meet the conditions of this Agreement.

Section 5: Employees of the bargaining unit that are represented by the Union shall be determined to be in compliance with this Union security clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation

services.

Section 6: The Employer shall be notified in writing by the Union of any employees in the bargaining unit that are represented by the Union who are sixty (60) days in arrears in payment of the membership dues or the sum equivalent.

Section 7: In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses or other forms of liability of whatsoever kind or nature that shall rise out of the action taken by the Employer for the purposes of complying with the provisions of this Agreement.

ARTICLE 6 - UNION SECURITY AND CHECK-OFF

Section 1: Union Security: The Employer will not discriminate against any employee because of membership in the Union.

Section 2: Check-off: The Employer agrees to deduct from the regular monthly pay of each employee of the bargaining unit the Lodge and Union dues for the following month subject to all of the following subsections:

- (a) The Union shall obtain from each of its members a completed Check-off Form which shall conform to the respective state and federal laws concerning that subject, or any interpretations made thereof.
- (b) The Union shall exclusively use the following Check-off Authorizaton Form as herein provided for:

CHECK-OFF AUTHORIZATION FORM
FRATERNAL ORDER OF POLICE, LODGE #153
TOWNSHIP OF BEDFORD
CALHOUN COUNTY, MICHIGAN

I hereby request and authorize you to deduct from wages hereafter earned by me while in the Township's employ, my dues for \$ _____ per month. The amount deducted shall be paid to the treasurer of the Union, according to the Agreement reached between the Employer and the Union.

This Authorization shall remain in effect until, by written notice to the Employer, I request its revocation.

(Print) RANK LAST NAME FIRST NAME MIDDLE INITIAL

Signature _____

Address _____

City _____ State _____

- (c) All Check-off Authorization Forms shall be filed with the Employer who may return any incompleated, or incorrectly completed form to the Union's treasurer, and no check-off shall be made until such deficiency is corrected.
- (d) The Employer shall check-off and will make checkoff deductions only if the employee has enough pay to cover such obligation, and will not be responsible for refund to the employee if he has duplicated a check-off deduction by direct payment to the Union.
- (e) The Employer will remit the dues check-off deduction check to the Union at the following address: 6735 Telegraph Road, Suite 395, Birmingham, Michigan 48010.

The Union will provide the Employer, in writing, with any change of address prior to the remittance date. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer, within two (2) calendar weeks after a remittance, that it is incorrect.

- (f) The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance upon any list, notice, certification or

authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE 7 - PAST PRACTICES

There are no agreements which are binding on any of the parties other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on any of the parties until it has been put in writing and signed by the parties to be bound.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: Definition: For the purpose of this Agreement, "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this Agreement. For the purpose of this Agreement, "days" shall be defined as Monday through Friday, excluding Saturday, Sunday and holidays.

Section 2: Processing Steps: An employee having a grievance in connection with the terms of this Agreement shall present it to the Employer as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he may discuss it with his immediate supervisor within five (5) days after the circumstance(s) giving rise to the grievance, or with a Union representative who then must discuss it with the employee's immediate supervisor within five (5) days after the circumstance(s) giving rise to the grievance. If the Employer requests that the ag-

grieved employee be present at any step or steps of the grievance procedure to participate in discussions, he will be required to do so.

Step 2.

(a) If the grievance is not resolved, and the Union representative wishes to carry it further, the Union representative must reduce the grievance to writing and present it to the Chief or his designee within ten (10) days after its occurrence in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and his Union representative and shall set forth the facts, including dates and provisions of the agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Chief or his designee receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged by the Union representative and the Chief or his designee to discuss the grievance. The Chief or his designee will then answer the grievance in writing within (7) days from the date of the meeting at which the grievance was discussed.

(b) A grievance not appealed from an answer in Step 2 of the grievance procedure to Step 3 of the grievance procedure within five (5) days after such answer was given or due, shall be considered settled on the basis of the last answer and not subject to further review.

Step 3.

(a) If the answer of the Chief in Step 2 is unsatisfactory to the Union, the Union may, through its non-employee representative, and within ten (10) days from the time the answer was given or due in Step 2, appeal the grievance to the Township Supervisor who shall sign for and date the grievance and return a copy thereof to the submitting party. A meeting will be arranged between the non-employee representative and no more than two (2) employee representatives of the Union and the designated representatives of the Employer to discuss the grievance. The Supervisor will then answer the grievance, in writing, within seven (7) days from the date of the meeting at which the grievance was discussed.

(b) The non-employee Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made. The non-employee Union representative will be required, however, to obtain advance permission to enter the Employer's premises for such purpose.

(c) The division representative or his representative shall be allowed time off his job without loss of pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the division representative or his representative to leave his work for these purposes subject to necessary emergency exceptions. The privilege of the division

representative or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and, the division representative or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject of a special meeting.

Step 4.

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

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplemental agreement.

The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of the witnesses which are called by it.

The arbitrator shall have no power to substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union.

The parties agree that the grievance procedure is intended to resolve disputes regarding the Agreement. In the event an employee elects to pursue a remedy through any other forum then he/she shall be deemed to have waived his/her rights to the grievance procedure.

There shall be no appeal from an arbitrator's decision made in accordance with his authority granted herein. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of the arbitrator.

Section 3. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure; the time limit to run from the date when the time for disposition expired. A grievance may be withdrawn or settled without precedent.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

Section 1: The right to discharge, suspend or discipline employees for cause, shall remain at the sole discretion of the Employer. Supervisors may discipline or recommend discipline of subordinates, however, the final determination on the level of

discipline will be the responsibility of the Chief of Police.

Section 2: Discharge, suspension or discipline will be by written notice to the employee and the Union. Whenever an employee is charged with a violation of department rules, regulations, policies and/or procedures, the Notice of Discipline will state the particular rule, regulation, policy or procedure alleged to have been violated.

Section 3: Whenever an employee is disciplined, suspended or discharged, the employee will be allowed the presence of a Union representative. In the event a Union representative is not available, the Chief shall make arrangements for the disciplinary action to be presented when a representative is available unless the discipline is of a nature that necessitates immediate suspension or discharge.

Section 4: Should the discharged, suspended or disciplined employee and the Union consider the discharge, suspension or discipline to be improper, a grievance may be presented, in writing, within five (5) days of the discipline or discharge action, pursuant to Article 8, Section 2, Step 2 (a).

Section 5: The principles of corrective discipline and progressive punishment will be followed. However, the Employer reserves the right to discipline at a level it deems appropriate to the circumstances.

ARTICLE 10 - SENIORITY

Section 1: Seniority shall mean the status attained upon the starting day of employment as a full-time Bedford Town-

ship Officer, except that during his probationary period he shall have no seniority rights, with no consideration given to previous part-time employment by this department or any other department.

Section 2: Full-time officers by seniority will be given preference as to shift and vacation. Consideration for job promotions for positions within the bargaining unit shall be by competitive examination; written 45%, oral 45% and seniority 10%.

Section 3: An officer who attain the rank other than patrolman shall retain his seniority.

Section 4: For the purpose of competitive examinations as stated in Section 2, examinations shall be administered by a noted Criminal Justice Institution acceptable to both the Township and the F.O.P.

ARTICLE 11 - LOSS OF SENIORITY

Section 1: An employee shall lose his status as an employee and his seniority if:

- (a) He resigns or quits.
- (b) He is discharged or terminated for just cause and such discharge or termination is not overruled through procedures set forth in this Agreement.
- (c) He retires.
- (d) He is convicted of a felony.
- (e) He has been on layoff for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is lesser.
- (f) He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the

control of the employee.

ARTICLE 12 - HOURS AND RATES OF PAY

Section 1: Workweek: Patrolmen covered hereby are required to be on duty a minimum of eight (8) hours during scheduled duty days, excepting as excused by the Employer. A workweek shall consist of five (5) work days as defined above.

Section 2: Overtime: Overtime incurred as a result of an officer being off shall be filled from a rotation roster reflecting hours worked or refused. All other overtime shall be at the discretion of the Chief or his designee. Hours worked by employees covered hereby for purposes as determined by the Employer in excess of the normal tour of duty shall be compensated in the following manner:

- (a) Any routine work over and above the eight (8) hour day shall be compensated at the rate of time and one-half the straight time hourly rate.
- (b) Complaints, Warrants. Employees who are required to obtain complaints and warrants or who must validate complaints while off-duty shall be compensated for a minimum of two (2) hours at time and one-half the straight time hourly rate.
- (c) Court Time. Officers subpoenaed or directed into court including probate court and official hearings, during off-duty hours shall be compensated at the rate of time and one-half the straight time rate for a minimum of two (2) hours (time spent in court) plus mileage commensurate with the Township mileage policy. All fees and mileage received from court shall be turned over to the Township. Payment provisions of this section will apply for matters which arise out of the employee's employment with the Township.
- (d) Call Back. All hours worked due to call back immediately preceding the employee's work day with a minimum call back pay of two (2) hours.

(e) Alert. Alert pay shall be paid at the rate of straight time for a minimum of two (2) hours when off-duty an employee is placed on "GREEN ALERT" as said term is prescribed by the Calhoun County Riot Control Plan in effect at the day of this contract.

Section 3: Approval of Overtime: The chief or the Command Officer on duty shall have the responsibility of communication of overtime.

Section 4: Pyramiding: Payments for overtime and call back time shall not be duplicated for the same hours worked as heretofore provided.

Section 5: Work Breaks: An officer on duty shall be entitled to one (1) hour for each eight (8) hour day for lunch and work breaks, which shall be divided into two (2) fifteen (15) minute periods and a thirty (30) minute meal period, which shall be taken at the good judgment of the officer and as the needs of the department permit.

Section 6: Compensatory Time: An officer may elect to take compensatory time in lieu of paid overtime at the same rate applicable as if it were paid, provided however, that no officer will be allowed to accumulate more than thirty-two (32) hours compensatory time. In order to be eligible to take said compensatory time off, the requesting officer must give one (1) week notice and receive the approval of the Chief of Police or his designated representative. An eligible employee will be permitted to take not more than two (2) compensatory days off in a calendar year with at least one (1) hour's notice to the Chief or his designee before the start of the requesting employee's shift and provided there is no manpower shortage within the

Department at the time of the request that would seriously impair operations, or an emergency.

Compensatory time may not be taken in conjunction with vacation time unless arranged for at the same time as the vacation schedule for the entire department is agreed upon.

ARTICLE 13 - LONGEVITY

Section 1: All regular, full time employees, in the active service of the Township of Bedford as of the employee's anniversary date of service, shall be entitled to receive a longevity bonus for length of service with the Township according to the following rules and schedule of payment.

Section 2: The longevity bonus shall be computed as a percentage of the employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the fiscal year in which a longevity bonus is due. Base salary or wage shall not include overtime pay, premium pay, per diem, travel allowance, or any special fees.

Section 3: Longevity bonus shall be based on full-time, continuous service commencing at the original date of hire.

Section 4: Longevity Schedule.

<u>Service</u>	<u>Payment</u>
4 years - 7 years	1% base wage
8 years - 12 years	3% base wage
13 years and over	5% base wage

Section 5: To be eligible for longevity payment, an

employee must have completed forty-eight (48) continuous months of service. Employees who retire or leave the employment of the Township shall be eligible for a prorated payment from their original anniversary date.

Section 6: Employees who are eligible for longevity bonus payments and who retire on a service or disability retirement basis, shall be paid a prorated bonus. Such prorated payment shall be based on the number of calendar months of full time service credited to an employee from the employee's anniversary date to the time of retirement.

ARTICLE 14 - LEAVE FOR UNION CONFERENCES AND CONVENTIONS

Section 1: The Employer will grant a leave of absence with pay for one (1) man for three (3) days to attend the F.O.P. State of Michigan meetings each calendar year.

Section 2: Once a month, the unit representative or his alternate may attend the local division meeting without loss of pay if he is scheduled to work. If he is on duty he shall remain on call.

ARTICLE 15 - PROBATIONARY PERIOD

All full time employees shall serve a probationary period of twelve (12) months uninterrupted by any type of service break, during which time they will be termed "probationary employees."

Probationary employees' service with the Employer may be terminated at any time by the Employer in its sole discretion and

neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

After an employee has successfully completed his/her probationary period of employment, he/she shall become a regular full time employee and his/her seniority shall start as hereinbefore provided.

An employee's probationary period may be extended by the Director of Public Safety, but no longer than six (6) months beyond the regular probationary period. The Union will be notified in writing of the reason for the extended probationary period. Probationary employees shall have all rights to the grievance procedure except that neither the Union nor the probationary employee shall have recourse to the grievance procedure with respect to discipline and/or discharge occurring during the probationary period.

ARTICLE 16 - RULES AND REGULATIONS

The Union agrees that the presently established rules, regulations, policies and procedures of the Department shall remain in effect and the Union and the employees agree to abide by such rules, regulations, policies and procedures and any amendments thereto.

The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this Agreement, provided, however, the Employer will notify the local Union representative and the Labor Council representative of such amendments, supplements, or additions at least fourteen (14)

calendar days in advance of their effective date unless such notification time limit cannot be met because of an emergency such as an executive order of the Governor. The rules and regulations will be read and signed for by all employees. A rule may be subject to the grievance procedure if it appears to be unreasonable or discriminatory in nature or if applied in an unreasonable or discriminatory manner.

ARTICLE 17 - LAYOFF AND RECALL

Section 1: Definition: Layoff shall mean the separation of employees from the active work force due to lack of work or funds demonstrated by the Employer or abolition of positions because of changes in organization.

Section 2: Order of Layoffs:

- (a) No permanent or probationary employee shall be laid off from his position in the police department while any temporary or provisional employees are serving in the same position class in that department.
- (b) Except as provided below, the layoff of probationary or permanent employees in the police department shall be in inverse order of seniority.

Section 3: Demotion in Lieu of Layoff: Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 4: Notice of Layoff:

- (a) Notice to Union. In the event it becomes necessary for a layoff, the Employer shall meet with the Union representative at least fourteen (14) days prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their name(s), seniority job titles and work locations. At this meeting, the Employer will make known to the Union the reason for such layoff. The Employer and the Union agree to discuss alternatives to the layoffs at this meeting.
- (b) Notice to Employee(s). The Employer shall give written notice to the affected employee(s) and the Union within fourteen (14) calendar days of the layoff when possible as sent by certified mail.

Section 5: Preferred Eligible Lists:

- (a) Employees laid off shall have their names placed on preferred eligible lists in order of seniority.
- (b) Names shall remain on the lists for six (6) months or the length of their seniority, whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his name remain on the list for a period of time equal to his seniority at the time of his layoff or two (2) years whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the department before other persons are selected for employment or promotion in those ranks.

Section 6: Recall from Layoff:

- (a) Employees to be recalled from layoff shall be given a minimum of fourteen (14) calendar days to respond after notice has been sent by certified mail to their last known address.
- (b) Employees who decline recall or who, in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- (c) The Employer reserves the right to fill the period of recall, until the laid off employee(s) return, as they deem necessary.

ARTICLE 18 - SCHEDULING

Section 1: Scheduling: A schedule shall be posted once a month to determine the normal work days and hours, including all scheduled days off, for every member of the bargaining unit. The schedule shall be posted fourteen (14) days prior to the first of the month.

In the event that manpower requirements due to the absence of scheduled personnel result in a need to modify an employee's posted schedule for more than 72 hours, the Employer will give the affected employee 24 hours notice of the needed shift change.

The Employer reserves the right to modify an employee's shift schedule, without 24 hours notice, when unscheduled and/or unforeseen absences of regularly assigned personnel occur, such as due to illness and/or injury.

Section 2: Shift Bidding: Full-time, non-probationary employees will be eligible, twice annually, to bid for a shift assignment based on seniority. Shift assignments for full-time non-probationary employees will be for six months. Any bid for shift assignment must be received by the Director no less than fourteen (14) days prior to the scheduled bi-annual shift assignment.

Section 3: Trades: Employees may trade days off or work days after the schedule has been posted if they receive permission from the Chief or his designee.

ARTICLE 19 - SICK LEAVE

Section 1: Each permanent employee covered hereby shall earn sick leave credit at a rate of one and one-half work days with pay for each completed month of service.

Section 2: Unused sick leave credit shall be cumulative to a maximum of eighty (80) days.

Section 3: An employee eligible for sick leave may use such leave for absence due to illness or injury, or if quarantined by a doctor. An employee taking sick leave shall inform his/her immediate supervisor by telephone at least one (1) hour before the start of the new day for which credit is asked. Failure to timely notify the immediate supervisor will result in lost time unless a failure to so notify is excused by the Director because of extenuating circumstances.

Any time an employee is off sick for three (3) or more consecutive working days because of illness or injury, it will be necessary for the employee to submit a slip from a doctor verifying the illness or injury. The Director or his designee shall be responsible for reviewing and approving employee's requests for sick leave. If an employee has been previously notified that he/she has been determined to be excessively absent, said employee will be required thereafter to provide the Employer with a physician's report, irrespective of the length of sickness or injury leave. The Employer, in any event, shall be entitled to satisfactory proof that an employee is fit to perform his/her duties.

Section 4: Absence for a fraction or a part of a day

that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than two (2) hours.

Section 5: Upon resignation from township service, sick leave credits shall be paid at one half (1/2) rate up to a maximum of sixty (60) days and full rate up to a maximum of sixty (60) days if the employee is retiring. Sick leave credits shall be cancelled in the case of discharge of an employee from service for just cause.

ARTICLE 20 - VACATION LEAVE

Section 1: Vacations with pay are based on an employee's length of continuous employment as shown in the following plan:

<u>Length of Service</u>	<u>Vacation Allowance per Year</u>
1 year to 5 years	10 working days
5 years to 10 years	15 working days
10 or more years	20 working days

An employee's vacation pay will be based on his regular, normal workweek.

Section 2: If a legal holiday falls within an employee's vacation, he will be given an extra day, which will be added to the vacation.

Section 3: An approved leave of absence will not be counted as a break in the employee's service records when determining his vacation allowance under the progressive vacation

plan.

Section 4: An employee may take his vacation at any time in the course of the year so long as it conforms with the requirements of his department. It is never permissible to postpone a vacation in excess of a two (2) year period. The employee may upon request accumulate vacation time to two (2) years.

Section 5: Vacation leaves shall be granted to employees covered hereby, by the Chief and such vacations will be granted as such time as they least interfere with the efficient operation of the department. Officers are granted vacation in accordance with seniority throughout the department.

Section 6: If an employee stops working for the Employer after his twelve (12) months continuous full-time employment period, he will receive vacation pay according to the above plan. In case of death, the vacation money will be paid to the spouse or family of the deceased employee.

Section 7: Off days may be taken with vacation.

Section 8: An employee going on vacation who so requests, shall be paid in advance and shall make a pay assignment to the Chief in consideration thereof. Pay advances shall not exceed amounts for which departmental payrolls have been prepared or are in the process, less any prior obligations.

Section 9: Employees who wish to use vacation leave must give a minimum of thirty (30) days notice to the Chief prior to the starting date of vacation unless otherwise approved by the Chief.

ARTICLE 21 - FUNERAL LEAVE

Section 1: In the event of a death in the employee's immediate family the affected employee will be permitted, upon request, to be absent from scheduled work without loss of pay up to three (3) days.

Section 2: The immediate family shall be interpreted as including: spouse,, child, step child, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in law, daughter-in-law, grandmother, grandfather and grandchild.

Section 3: The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

Section 4: In the event of a death other than in the employee's immediate family, the affected employee may be permitted, upon request, to be absent from scheduled work for one (1) day. Such absence shall be without loss of pay if an employee is eligible for sick leave, it being understood sick leave accumulations will be utilized for such purpose.

ARTICLE 22 - HOLIDAYS

Section 1: The following holidays (special days off) are designated by the Employer as: New Year's Eve, New Year's Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, Memorial Day, the officer's birthday and Christmas Eve Day.

Whenever one of these holidays falls on a Saturday and

the employee does not work on this day or on a scheduled day off in the employee's workweek and no other day is observed as a holiday by the Employer, the employee will receive an additional day off with pay, the time to be arranged with the Chief. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday. Any officer who elects not to be paid for a holiday that falls on his/her scheduled day off and to take the time off at a later date may so elect provided he/she does not have more than sixteen (16) hours in a deferred holiday bank at the time the request by the officer is made. If an officer's holiday bank includes less than sixteen (16) hours at the time of election for deferral, all time up to sixteen (16) hours will be deferred and the remaining portion will be paid at the officer's regular rate of pay. Holiday time which is banked in accordance with this understanding will be subject to utilization with the prior written approval of the Chief.

If an employee is absent on the working day immediately preceding or immediately following the holiday, he will not be paid for the holiday unless his absence is excused.

If an employee terminates his employment, he will not receive pay for holidays occurring after the last day worked even though the holiday may fall within the period of his projected terminal vacation leave.

Section 2: Employees covered by this Agreement are entitled to receive eight (8) hours of pay for each authorized holiday when not worked. Employees who work shall receive time

and one-half (1-1/2) their regular rate of pay for hours worked on the holiday plus eight (8) hours of straight time pay.

ARTICLE 23 - HOSPITALIZATION-MEDICAL COVERAGE

Section 1: The Employer shall provide to all employees covered hereby with Blue Cross/Blue Shield (MVF-1) Plan of hospital, medical and surgical insurance (to include major medical) and a two (\$2.00) dollar co-pay prescription rider.

The employee shall complete necessary forms furnished by the Employer. The Employer reserves the right to substitute another carrier for this coverage, provided the fundamental provisions of the present coverage will not be changed.

Section 2: The Employer will pay one hundred percent (100%) of the premium for full semi-private coverage.

Section 3: Employees eligible for hospitalization coverage pursuant to this Article may elect to be covered in accordance with the terms and conditions of a health maintenance organization in the Bedford Township area, e.g., Health Central or Physicians Health Plan. The Employer shall contribute no more for health benefits to an employee electing health maintenance organization coverage than the Employer is required to pay for the Blue Cross/Blue Shield Coverage. Any employee electing to be covered by an HMO Plan must present to the Employer a signed authorization authorizing the Employer to transmit the appropriate premium to said health care provider. In no event will the Employer be obligated to pay any compensation to an employee whose health maintenance organization's monthly premium costs are

less than those contributed by the Employer to the Blue Cross/Blue Shield plan.

Any employee electing to transfer from Blue Cross/Blue Shield hospitalization insurance coverage to health care coverage under an HMO must notify the Employer in writing of this intent at least two (2) weeks prior to the next open period of Blue Cross/Blue Shield, June 1 through June 30.

ARTICLE 24 - LIFE INSURANCE

The Employer will furnish Twenty Thousand Dollars (\$20,000.00) of life insurance which includes double indemnity for accidental death.

ARTICLE 25 - LIABILITY INSURANCE

Section 1: The Employer shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include,, but not be limited to, intentional torts and acts of negligence of the employee performed during his course of duty, and shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgment is rendered against him, it shall be satisfied to the extent of the insurance coverage.

Section 2: Should the Employer fail to obtain the insurance coverage above set forth, it shall be deemed by this

contract to be a self-insurer, and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

ARTICLE 26 - MEDICAL DISPUTE

In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Township from a layoff or leave of absence of any kind and the Employer is not satisfied with the determination of the treating physician, the Employer may submit a report from a medical doctor of its own choosing and at its own expense. If the dispute still exists, at the request of the Union, the employee's doctor and the Employer's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee,, and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be born by the Employer.

ARTICLE 27 - RETIREMENT BENEFIT

Section 1: All benefits allowed by the Employer, both charter and statutory, are incorporated herein by reference.

Section 2: The Employer shall provide to all employees covered by this Agreement, a summary of the current retirement plan.

ARTICLE 28 - CLAIMS CLAUSE

If an employee suffers loss of personal property in the

line of duty, a claim, not to exceed One Hundred Dollars (\$100.00), shall be submitted within a reasonable time after the loss. The claim for the loss of such property will then be the subject of a meeting with the Chief and the employee representative of the Union and it shall be decided whether such claim is valid and should be paid.

ARTICLE 29 - UNIFORMS AND CLOTHING

Section 1: In the selection, procurement, and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer. The following items shall be issued to the officers at the Employer's expense. All items issued shall be in good condition and fit properly.

1 car jacket (summer), 1 car jacket (winter, 4 pairs of pants (2 of which shall be light weight perma-press), 4 shirts (long sleeved), 4 shirts (short sleeved), 3 ties, 1 rain coat, 1 hat, 1 set of badges (which consist of 1 hat badge, 1 shirt badge, 2 name plates, 1 tie bar), 1 buco riot helmet complete, 1 whistle with chain, 5-cell flashlight with batteries (Kel-light), first aid equipment, 1 PR-24 baton, 1 gas mask (Lake Erie chemical cartridge riot controlled), 1 set of handcuffs, 1 9mm handgun, 1 protective vest.

Section 2: All guns and ammunition shall be of approved quality and design and shall be available to the officer at all times and for all emergencies.

Section 3: Uniform Cleaning: The Employer shall provide the dry cleaning of uniforms to include: shirts, trousers, ties, jackets and hats. The Employer shall provide for the repair of clothing as necessary, including the replacement of wornout clothing

Section 4: Ammunition: The Employer shall provide such ammunition as is necessary for qualification in firearms proficiency at least annually. Ammunition for service revolvers and shotguns will be provided or replaced as necessary.

Section 5: Badges: Each officer shall be issued three (3) badges to include a hat badge, a shirt badge and a coat badge.

Section 6: Leather Gear: Each officer shall be issued one (1) complete set of leather gear to include: one (1) garrison belt, one (1) sam brown, one (1) ammo pouch, one (1) handcuff case and one (1) holster. They shall be consistent in style and quality.

ARTICLE 30 - LOCKER AND SHOWERS

Section 1: Each member of the bargaining unit shall be assigned a full length locker capable of holding standard police equipment such as riot helmet, baton, rain coat and brief case. The locker shall be placed in a separate and distinct room with adequate ventilation to prevent must and mildew.

Section 2: The Employer shall make available to each member of the bargaining unit a shower facility area which can be used in case of emergency and personal hygiene situations.

ARTICLE 31 - AUTOMOBILES AND EQUIPMENT

Section 1: In the procurement of motor vehicles for patrol purposes, the Employer shall use the best efforts to secure full-sized automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and related to the safety of the officer involved.

Section 2: Equipment: The vehicles shall have the following equipment:

1. Plexiglass shield, fully enclosed, between the front and rear compartments.
2. Rear window defoggers.
3. Shot gun mounts in front compartment.
4. Approved top light and siren unit.

Section 3: The Employer shall have the responsibility to maintain all equipment furnished by the Employer in a safe operating condition. Employees shall notify the Chief, in writing, immediately upon finding any equipment unsafe for use in the performance of their duty. The Employer shall, in a reasonable period of time, correct or repair the unsafe equipment.

ARTICLE 32 - COMMUNICATIONS

Section 1: Each patrol unit shall be equipped with an adequate radio and one (1) walkie-talkie set equipped with a hand microphone adapter to perform the duties assigned and to perform the other duties of the police department.

Section 2: Management shall provide space for bulletin

boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members.

ARTICLE 33 - PARKING AND TRAVEL

Section 1: Each employee shall be reimbursed actual and necessary parking fees paid by him for the use of his automobile in the course of his employment. Requests for reimbursement shall be submitted on a monthly basis.

Section 2: Mileage allowance based on the following plan shall be allowed:

- (a) All employees required to drive their own motor vehicle in the course of their employment shall be paid at the Township rate. Mileage accumulations shall be figured on a monthly basis.
- (b) Mileage shall always be figured on the basis of the shortest distance between the point of departure and the destination (portal to portal).
- (c) There shall be a short explanation given on all claims made to the Employer for reimbursement of expenses for all trips.

Section 3: Officers will be allowed to pick up other officers with a patrol car in emergency situations.

Section 4: No officer shall be required to transport stray dogs in a patrol car.

Section 5: If at all possible during hours of darkness, two (2) men shall be on duty.

ARTICLE 34 - SPECIAL MEETINGS

Section 1: the Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request

shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons at special meetings. Not more than one (1) on-duty Union representative shall be present.

Section 2: The Union representative may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a request has been made.

Section 3: The employee representative of the Union at a special meeting will be paid by the Employer for time spent in special meetings, but only for the straight time hours they would have worked on their regular work schedule.

ARTICLE 35 - SPECIAL PROGRAMS

Section 1: In-House Training: The Employer may determine and provide in-house training for all employees. Such training may be provided to up-grade the officers in all areas of law enforcement such as, but not limited to: Fire Arms, Baton, Sap, Mace and Handcuffs. The use of video or closed circuit

television training shall be utilized during working hours.

ARTICLE 36 - DENTAL INSURANCE

The Employer will provide for the employee only, the following Delta Dental Plan:

Plan Specification -

<u>Class I Benefits</u>	<u>Delta Pays</u>	<u>Patient Pays</u>
Diagnostic preventative emergency palliative radiographs oral surgery restorative periodontics endodontics	50%	50%

<u>Class II Benefits</u>	<u>Delta Pays</u>	<u>Patient Pays</u>
Prosthetic appliances	50%	50%

<u>Class III Benefits</u>	<u>Delta Pays</u>	<u>Patient Pays</u>
Orthodontics	0%	100%

Maximum Contract Benefits - \$800 per year total per contract year on Class I and Class II benefits.

The Employer reserves the right to substitute another carrier or be self-insured provided the fundamental provisions of coverage are not changed.

Effective the second year of this Agreement, coverage will be modified to include the employee and eligible dependents except that the Employer and eligible employee will share equally the cost difference between single person coverage and dependent coverage (two person or family). Employee contributions will be through payroll deduction.

ARTICLE 37 - OPTICAL COVERAGE

The Employer will reimburse up to \$125.00 per year for optical expenses on behalf of any non-probationary employee or said employee's dependents. The \$125.00 reimbursement limit is a family limit.

The Employer reserves the right to obtain optical insurance to replace the reimbursement policy set forth herein.

ARTICLE 38 - WAGES

Section 1: The wage scale set forth in Appendix "A" shall become effective and retroactive to the first full payroll period after January 1, 1991.

ARTICLE 39 - SAVINGS CLAUSE

This Agreement and the various parts, sentences and clauses thereof are hereby declared to be severable and if any part, sentence, paragraph, article, section or clause is adjudged void, unconstitutional or invalid by any State or Federal court or agency, the same shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared unconstitutional or invalid, and the parties shall meet to negotiate replacement language of the affected articles and/or sentences.

ARTICLE 40 - AGREEMENT AND DURATION

Section 1: This Agreement shall become effective on the first day of January, 1991, and shall continue in full force and

effect until December 31, 1992, and shall continue in effect for yearly periods from year to year thereafter unless either party shall give to the other written notice of intention to terminate, modify, amend or change such contract at least ninety (90) days prior to the expiration date or yearly extended date.

Section 2: IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 1991.

FOR THE TOWNSHIP

James Jordan
Eizabeth Armstrong
4-11-91

FOR THE UNION

APPENDIX "A"

SALARIES

Listed below are the classifications and corresponding annual salaries for the officers covered by this Agreement to become effective on the dates indicated.

CLASSIFICATION: Effective the first full payroll period
after January 1, 1991:

Patrolman

<u>Step</u>	<u>Annual Salary</u>	<u>Hourly</u>
0 - 6 months	\$ 22,840.12	\$10.98
6 - 12 months	24,362.60	11.71
12 - 24 months	25,241.30	12.14
24 - 36 months	26,507.87	12.74
36 + months	27,924.11	13.43

Effective the first full payroll period
after January 1, 1992:

0 - 6 months	\$ 23,753.72	\$11.42
6 - 12 months	25,337.11	12.18
12 - 24 months	26,250.95	12.62
24 - 36 months	27,568.19	13.25
36 + months	29,041.08	13.96

Any employee who has left the employ of the Township prior to the signing of the new Agreement shall be ineligible for any retroactive pay or benefit.

LETTER OF AGREEMENT #1

WHEREAS, the Fraternal Order of Police during collective bargaining negotiations requested that the Employer establish Firearms training and qualifications procedures, and

Whereas, the Employer has no objections to officers being proficient in the use of Firearms,

THEREFORE, For and In Consideration of the mutual covenants herein contained, IT IS AGREED to between the parties as follows:

1) The Employer will attempt to excuse officers for Firearms practice, if possible, at least once (1) each year. Such practice to be attended by the Bedford Township Range Officer.

FOR THE TOWNSHIP

FOR THE UNION

Bess Jordan
Elizabeth Perustong
4-11-91

LETTER OF UNDERSTANDING

WHEREAS, the Charter Township of Bedford, hereinafter referred to as "Employer," and Labor Council, Michigan Fraternal Order of Police, hereinafter referred to as the "Union," are signatories to a collective bargaining agreement for the period January 1, 1991, through December 31, 1992;

WHEREAS, the parties have reached agreement on training, they agree as follows:

1. Bargaining unit employees shall be paid at the straight time rate for time spent in training which is required by the Employer. Only training approved by the Director of Public Safety or his designee will be paid for by the Employer.
2. The parties agree that the above language will become effective when this Agreement is signed by all parties.

CHARTER TOWNSHIP OF BEDFORD

LABOR COUNCIL, MICHIGAN
FRATERNAL ORDER OF POLICE


4-11-91

