

3/31/93

ELWELL

AGREEMENT
 BETWEEN
 TOWNSHIP OF BLACKMAN
 AND
 POLICE OFFICERS ASSOCIATION OF MICHIGAN



Blackman Township

4-1-89 to 3-31-93

ELSER

MICHIGAN STATE UNIVERSITY
RELATIONS OFFICE
LABOR AND INDUSTRIAL

TOWNSHIP OF BLACKMAN
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AGREEMENT BETWEEN
TOWNSHIP OF BLACKMAN

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)

Effective April 1, 1989 to March 31, 1993

ARTICLE I
AGREEMENT

1.1: THIS AGREEMENT is entered into this 1st day of April, 1989 between the Township of Blackman, hereinafter referred to as the "Employer," and the Police Officers Association of Michigan; (POAM), hereinafter referred to as the "Union."

ARTICLE II
RECOGNITION

2.1: Under the provision of Act No. 379 of the Public Acts of 1965, as amended, of the State of Michigan, the Employer recognizes the Police Officers Association of Michigan (POAM) as the exclusive collective bargaining unit for the purpose of bargaining with respect to wages, hours of employment, and other working conditions.

2.2: The bargaining unit shall consist of all regular, full-time public safety officers and police officers of the rank of Sergeants and below, excluding all supervisory personnel.

ARTICLE III
PURPOSE AND INTENT

3.1: It is the purpose and intent 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 IV
REPRESENTATION

4.1: One (1) officer representative of the bargaining committee shall be designated by the Union to act as steward for the purpose of processing grievances.

4.2: Officers and other representatives of the Union, with the approval of the Director of Public Safety shall be permitted to switch shifts, or portions thereof, with other employees in order that they will have reasonable time without loss of pay during their regular working hours to conduct Union business, including contract negotiations and settlement of grievances with the appropriate Blackman Township officials.

4.3: The Union will furnish the Township with the names of its authorized steward who is employed within the Union and such changes as may occur from time to time in such personnel so that the Township may at all times be advised as to the authority of the individual representative of the Union with which it may be dealing.

4.4: A member may have a Union representative with him when he is called in for interrogation or disciplining.

ARTICLE V
DUES DEDUCTION AND AGENCY SHOP

5.1: It shall be a condition of employment that all employees who are members of the Union shall, while members of the Union, pay the Union's uniform dues, fees and assessments. It shall be a condition of employment that employees, who are not members of the Union, or who do not remain members of the Union, pay a service fee to the Union which fee shall be their proportionate share of the Union's collective bargaining costs and contract administration. The amount of such fee shall, within thirty (30) days of this Agreement and from time to time thereafter, as amended, be certified to the Township by the Union. Employees who fail to comply with this requirement within thirty (30) days after notice of the same shall be discharged by the Employer.

5.2: For those officers for whom properly executed payroll deduction authorization forms are delivered to the Township Clerk, the Township will deduct from their pay on the first payroll each month, the monthly Union dues and/or initiation fee as per such authorization and shall promptly remit any and all amounts so deducted, together with a list of names of officers from whose pay such deductions were made to the POAM. The Union agrees to indemnify and save the Township harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Township's compliance with the provisions of this Article.

ARTICLE VI
UNION RESPONSIBILITY

6.1: Recognizing the crucial role of public safety in the preservation of the public health, safety, and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all public safety duties to the very best of their abilities.

6.2: 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 or abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

6.3: The Union further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the public safety services.

ARTICLE VII
UNION RIGHTS

7.1: The Union or any committee thereof, shall have the right to use the facilities of the Public Safety Department without charge for Union meetings. Proper clearance for the use of said facilities shall be obtained from the Director of Public Safety prior to the scheduling of any meeting. The meetings shall be conducted in a manner which shall not prove disruptive to the normal functioning of the Public Safety Department, or the Blackman Township personnel or other Blackman Township Departments.

7.2: The Township will provide a bulletin board within the Public Safety Department to be used by the Union for posting non-political notices of interest to its members. The Union will not use the bulletin board for notices prejudicial to any Township elected or administrative officials.

7.3: Union members Public Safety Department personnel files may be kept at the Township Hall. Union members shall be allowed reasonable access, upon their request, to review the contents of their personnel file. The Township will not allow anyone other than authorized Township personnel and officials to read, view, have a copy of, or in any way pursue in whole or in part a Union member's police personnel file or any document which may become a part of his file. The Township agrees not to divulge the contents of the office's file to non-Township persons without a written release from the officer concerned.

7.4: Political Activity. Members have the same rights to participate in political activity while off duty and out of uniform as any citizen.

7.5: Monthly Meetings: The Employer and representatives of the Union agree to meet when mutually agreeable at a mutually convenient time to discuss working conditions, which are general in nature and may affect the entire department. Such issues would be

those which would improve the relationship between the parties and to discuss procedures for avoiding future grievances.

7.6: Auxiliary Officers: Auxiliary Officers, volunteer and/or any paid or non-paid personnel shall not perform the duties of a full-time Public Safety Officer, unless all reasonable efforts have been exhausted to contact full-time officers to fill needed position(s). However, it is understood and agreed that the Township may page out its volunteer firemen on a first response basis in a district at the same time it pages out its regular officers in the district.

ARTICLE VIII
MANAGEMENT RIGHTS

8.1: The Township on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

- A. To manage its affairs including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any service, material, or method of operation;
- B. To introduce new equipment, methods and technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- C. To subcontract the construction of new facilities or the improvement of existing facilities;
- D. To determine the number, location, and type of facilities and installations;
- E. To determine the size of the work force and increase or decrease its size for lack of funds;
- F. To hire, assign, and layoff officers for lack of funds;
- G. To direct the work force, assign work, and determine the number of employees assigned to operations;
- H. To establish reasonable work schedules;

- I. To discipline and discharge officers for just cause; providing, however, that probationary employees may be discharged at the discretion of management;
- J. To adopt, revise and enforce fair and reasonable rules;
- K. To transfer officers from one shift to another.

ARTICLE IX
GRIEVANCE PROCEDURE

9.1: It is the intent of both parties hereto to prevent grievances and to settle any which may arise as promptly and fairly as possible. All time limits hereafter specified shall be adhered to unless waived by both parties. In the absence of such waiver the officer's failure to observe the time limits shall result in the grievance being processed to the next step of the grievance procedure. The Township's failure to answer within the stated limits shall result in the grievance being processed to the next step of the grievance procedure.

9.2: A grievance is any dispute, controversy or difference between the parties to this Agreement arising under the terms and conditions of this Agreement or any combination thereof on any issue.

9.3: Grievances will be processed in the following manner within the stated time limits:

STEP 1 - Informal Conference - Director of Public Safety:
The aggrieved officer or group of officers will present the grievance to the Director of Public Safety or his designated representative in writing. The grievance must be presented within fifteen (15) working days of the time that the officer knew or should have known of the existence of the event which gave rise to the grievance. The Director of Public Safety or his designated representative will answer in writing within fifteen (15) working days of the date of presentation.

STEP 2 - Written - Public Safety Committee: If the grievance is not settled in Step 1, it shall be presented to the Public Safety Committee within fifteen (15) working days after the Director of Public Safety or his designee has given his written answer. The appeal to the Public Safety Committee shall be by letter addressed to the Township Attorney. The grievance shall be prepared

in detail, setting forth such pertinent information as dates, times, name of parties, etc. The Public Safety Committee or its designee will arrange a meeting to reply to the grievance within fifteen (15) working days or as soon as possible thereafter upon receipt of the written grievance. A final reply must be in writing and given to the Association within fifteen (15) working days of the meeting.

STEP 3 - Arbitration: In the event the Association does not accept the Second Step answer, it may submit the grievance to arbitration through the American Arbitration Association in accordance with its voluntary labor arbitration rules, then obtaining, provided such submission is made within fifteen (15) working days after receipt by the Association of the Public Safety Committee's answer in Step 2 of the grievance procedure. The Association shall send a copy of said submission to the Township Attorney. Failure to request arbitration in writing within such period shall be deemed a withdrawal of the grievance and shall not be considered further in the grievance procedure. The arbitrator shall have no authority to add to, subtract from, change or modify any of the provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this state of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expense and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Association.

ARTICLE X
SENIORITY

10.1: Seniority. Seniority shall be defined as a permanent, full-time employee's length of continuous service with the Township Public Safety Department or its predecessor Township Police or Fire Department since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the Employer since which he has not quit, retired, been transferred outside the bargaining unit or been discharged. Classification seniority shall be defined as the length of continuous service in a given classification as a permanent full-time employee. All new employees shall be probationary employees until they have been employed by the Public Safety Department for

one year. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which will qualify him/her for regular employee status. During the probationary period the employee shall have no seniority status and may be laid off, disciplined or terminated in the sole discretion of the Employer without regard to his relative length of service and without recourse to the grievance procedure. At the conclusion of his probationary period, the employee's name shall be added to the seniority list as of his last hiring date. An employee shall forfeit his/her seniority rights for the following reasons:

- A. He/she resigns or is laid off and is not returned in accordance with recall.
- B. He/she is dismissed for just cause.
- C. He/she is absent without leave for a period of two (2) consecutive days or more (exceptions to this may be made by the Employer on the grounds of good cause for failure to report).
- D. He/she retires.
- E. He/she fails to return to work within five (5) days from date of a first class mailing of recall notice.
- F. He/she fails to return to work within the time limits of a leave of absence or an extended leave of absence.

10.2: Seniority lists shall be furnished to the Union by the Employer once each year on January 1st.

10.3: Choice of pass days, shifts and vacations shall be on a seniority basis. Sergeants shall exercise their seniority to select pass days, shifts and vacations however the Township shall have the right to ensure coverage on each shift by a sergeant and therefore maintains its right to assign sergeant(s) to any shift not bid by a sergeant. Pass days, shifts and vacations shall be bid each three (3) months. During the first six (6) months of employment, probationary employees shall not be allowed to select their pass days or shifts but rather shall be placed on a shift and given pass days at the discretion of the Director. However, these assignments shall be for thirty (30) day blocks of time.

10.4: Seniority shall be determined by the employee's length of service in their classification while in the department. Time spent in the armed forces on military leave of absence, other

authorized leaves, and time lost because of duty-connected disability shall be included.

10.5: In the event an employee is separated from the department as a result of disciplinary action and subsequently reinstated to his position, his seniority shall be maintained from the original date of hire.

10.6: An employee transferred out of the bargaining unit shall not accumulate seniority during such period. When said employee returns to the bargaining unit he shall be placed in the next highest rank, but shall not displace employees having more seniority.

10.7: A. There shall be two classifications of employees within the bargaining unit.

1. Public Safety Officer I (PSO I) - Employees occupying this classification must have their MLEOTC certification, thus allowing them to perform all functions as a police officer. In addition, these employees must have all necessary fire training and/or certification allowing them to function as firefighters. Employees who occupy this classification shall work the normal shifts specified in Section 18.6, and shall be paid the PSO I rate of pay during the time they occupy this classification.
2. Public Safety Officer II (PSO II) - Employees assigned to this classification must have all necessary training and certification allowing them to function as firefighters. Employees occupying this classification shall not be required to perform the police duties of a PSO I, but will be allowed to share in the PSO I overtime if properly certified to function as a police officer. Overtime work performed by PSO II's in the PSO I classification shall be paid at the PSO II rate. In addition, the Employer may establish a 24-hour-per-day shift for these employees with an average work week up to fifty-four (54) hours. It is agreed that, at the time of execution of this Agreement, only two (2) employees occupied this classification. Likewise, it is understood that the Employer has the right to expand the number of employees in this classification by two (2) more employees and

go to the 24-hour shift for all PSO II employees. The Employer shall have the right to increase the number of employees in this classification by first requesting voluntary transfer from employees occupying the classification of PSO I. Request shall be honored on a seniority basis. If the Employer does not obtain the necessary employees by voluntary transfer from the PSO I classification, it may transfer the two low seniority PSO I's into the PSO II classification. Employees who occupy this classification, whether through voluntary transfer, layoff or hire, shall be paid the PSO II rate of pay. Further openings in the PSO II classification shall be filled in the same manner as outlined above.

- B. PSO II shall not be eligible to compete for promotions within the PSO I classification, but may compete for promotions within the PSO II classifications or promotions that do not require PSO I classification certification.

ARTICLE XI
LAYOFF AND RECALL

11.1: If it is necessary to layoff personnel because of lack of funds, the following procedure will be followed:

11.2: Anyone to be laid off shall receive a written notice fifteen (15) days prior to any layoff.

- A. First all part-time and temporary employees will be laid off.
- B. Next probationary personnel will be laid off.
- C. When it is necessary to layoff members of the bargaining unit, the member with the lowest seniority will be laid off first.
- D. The next lowest seniority person will be laid off next, etc., etc.

11.3: Employees last laid off will be first to be called back.

11.4: Seniority shall be retained by any laid off employee for a period equal to the time worked before and/or for the duration

that the employee on layoff maintains MLEOTC State Certification, whichever is greater.

ARTICLE XII
OFF-DUTY WORK

12.1: Employees shall not perform public safety related duties on off-duty jobs out of uniform without the approval of the Director of Public Safety. The Director of Public Safety will make an effort to divide the work equally among those interested in such work. The officer in charge of scheduling such work shall be the Director of Public Safety. An availability list will be posted stating type of work, dates and times, and locations of work to be performed. The work will be distributed as equally as possible among those on the availability list.

ARTICLE XIII
TRADING DAYS

13.1: The existing practice of allowing employees to trade days and shifts shall be continued. Special allowance may be made for officers attending college.

ARTICLE XIV
DISCHARGE AND DISCIPLINE

14.1: The Township shall not discharge, suspend, or discipline any officer without just cause, but with respect to discharge or suspension shall have given two (2) written reprimands against such officer in writing and a copy of same to the Union and committeeman affected, except no such warning notice need be given an officer before he is discharged or suspended, if the cause of such discharge is dishonest, recklessness that could result in serious accident while on duty, insubordination, conviction of any criminal offense, except minor traffic offenses, or general conduct tending to bring the department into disrepute. General conduct tending to bring the Department into disrepute is intended to mean such personal public conduct or such personal conduct that, because of the officer, becomes a matter of public knowledge, that directly and adversely reflects upon the ability of the officer to instill credibility as a police officer or the Police Department as a whole. Discharge must be by proper written notice to the officer and the Union, and the Township shall cite specific charges against the officer before any discipline or discharge.

14.2: The discharged or suspended officer will be allowed to discuss with his committeeman, and the Township will make available

an area where he may do so before he is required to leave the property of the Township. Upon request, the Township or its designee will discuss the discharge or suspension with the officer and the committeeman.

14.3: Should the discharged, suspended, or disciplined officer and the committeeman consider the discharge, suspension, or discipline to be improper, a complaint may be presented in writing through the committeeman to the Director of Public Safety or his designee within ten (10) regularly scheduled working days of the discharge, suspension or discipline. The director of Public Safety or his designee will review the discharge, suspension, or discipline and give his answer within ten (10) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the complaint shall be processed through the regular grievance procedure.

ARTICLE XV
REPRIMANDS

15.1: The treatment of letters of reprimand will be as follows:

15.2: That each member will be informed when such a letter is inserted in his file. The member shall sign each such insert (not to approve inserted matter, but to acknowledge the insertion).

15.3: Within a two (2) year period following the insertion of such a letter, the department shall cause a review to be made and unless there is a substantial reason otherwise, the letter shall be void for any disciplinary or other purpose.

15.4: In the event a letter is removed and its recording expunged, an officer may at any subsequent examination for promotion, respond that said member has not been reprimanded for any violation so expunged.

15.5: The member will be informed of any part of his record voided under Section 15.3 of this Article XV.

15.6: A member shall be allowed to see his/her file at any time.

15.7: Personnel file information shall not be given out.

15.8: For purposes of privacy, members shall be allowed to use department address as personal address solely for all reports, complaints, testimony and department related activities.

ARTICLE XVI
ADOPTION BY REFERENCE

16.1: The parties further agree that all provisions of the Agreement between the Employer and the Police Officers Association of Michigan, Ordinances and Resolutions of the Township Board as of the date of this Agreement, relating to the working conditions and compensations of officers are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, providing they are not in conflict with the terms of this Agreement.

ARTICLE XVII
POLICE OFFICERS' BILL OF RIGHTS

17.1: It is recognized that the citizens' complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, that the Constitutional Rights of those individuals involved shall be preserved.

17.2: Whenever a member of the bargaining unit is under investigation, or subject to examination or questioning by a commanding and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer, or charges, such investigation or questioning shall be conducted under the following conditions:

17.3: The questioning shall be conducted at a reasonable hour, preferably at a time when the member is on duty.

17.4: The member under questioning shall be informed prior to such questioning of the rank, name, and command of the officer in charge of the investigation, the questioning officer, and all persons present during the questioning. All questions directed to the officer under questioning shall be asked by one person at a time.

17.5: The member under investigation shall be informed of the nature of the charges and see written charges or accusations and have time to discuss these with the Union and/or attorney if charges are made against him by the Employer. Member shall have twenty-four (24) hours to make written statement prior to any questioning.

17.6: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary; provided that no period of continuous

questioning shall exceed one hour without a ten (10) minute rest period, without member's consent.

17.7: The member under questioning shall not be subject to abusive language.

17.8: If a tape recording is made of the questioning, the member shall have access to the tape if any further proceedings are contemplated.

17.9: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.

17.10: Prior to any conversation pertaining to actions of a member that may result in suspension or discharge action against that member of this bargaining unit, the Union shall be present, even if the member does not request Union representation.

17.11: No member of the bargaining unit shall be requested or required to subject himself to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination.

17.12: No member of this bargaining unit shall be subjected to disciplinary action for appearing before a State or Federal Grand Jury at which he presented testimony under oath and has been sworn to secrecy.

17.13: If a member is charged with the commission of a misdemeanor or violation of a departmental rule or regulation and is suspended until such time as a Court or trial board renders a decision as to the alleged charges, the employer shall continue to pay the member's salary and all other benefits.

17.14: If an employee is suspended or dismissed as a result of disciplinary action and/or trial board hearing, or because he is charged with the commission of a felony, the employer will continue to pay the employee's contractual insurance premiums until the suspension or dismissal is resolved through arbitration or Court decision; and if the employer's action is upheld or the employee is found guilty of the charges alleged against him, then the employee shall repay the Township the money expended for contractual insurance premiums, which monies may be deducted from the employee's annual leave, and/or holiday pay.

17.15: The employer shall provide the Union with a copy of the insurance policy concerning acts committed by the employer and the claims covered therein.

ARTICLE XVIII
HOURS OF EMPLOYMENT

18.1: The work schedule of employees working in the PSO I classification shall be 2,080 hours per year. Employees working in the PSO II classification may have a work schedule of up to 2,808 hours per year. Weekly schedules shall be as posted by the Director of Public Safety. Providing further, that overtime shall not be computed unless such overtime exceeds fifteen (15) minutes in any given shift. Providing further, that computed overtime shall be cumulative and may be accumulated from week to week during contact. Providing further, that overtime shall not be paid regardless of hours worked when such overtime is the result of an employee alternating or exchanging shifts voluntarily with another employee.

18.2: Call-back Time: Call-back time will be payable at time and one-half (1½) with a minimum of three (3) hours. Providing further, that call-back time shall not include Court appearances, driver improvement appearances, or any other appearances before the Secretary of State. Call-back time is restricted to recall of an off-duty officer wherein he shall be in uniform and perform the regular duties of a uniformed officer on behalf of the Township. Provided, however uniforms shall not be required if the call back is for the purpose of answering a fire call, and the officer called back has his/her fire gear.

18.3: A member's regularly scheduled off day shall not be changed for the purpose of avoiding payment of overtime, unless such change is mutually agreeable between the command officer and the employee that is being offered the change.

18.4: Overtime for employees shall be offered on a rotating basis. The overtime schedule shall commence with the employee who has the least amount of overtime, and is available to work the position to be filled. On the first day of each month a list shall be clearly posted showing the total numbers of hours worked by each officer. Said list shall commence on the first day of January and end on the last day of December. If an officer is given 48 hours previous notice to work overtime and officer refuses, said officer will be charged overtime offered as if officer had worked. Any offer of overtime with less than 48 hours previous notice will not be charged to officer if officer refuses to work.

- A. It is understood that in instances where the Director or his designee has less than a four (4) hour notice of needed overtime, the Director or his designee, may at his discretion extend the shift

already on duty or utilize the procedure stated above.

18.5: The Director of Public Safety shall not replace a regular employee scheduled for overtime in order to deprive that employee of overtime. However, the Director of Public Safety may replace or fill in on an emergency basis even though a regular employee is not offered overtime during that period.

18.6: Work Schedules. The Director of Public Safety shall determine whether employees in the PSO I classification shall work a schedule of eight (8) hours per day, or ten (10) hours per day, subject to the following restrictions. The Township shall be allowed to have a maximum of four (4) PSO II's assigned to twenty-four (24) hour shifts, subject to the following restrictions:

- A. Once posted, the schedule will remain "as is" for a three (3) month period.
- B. An employee's normally scheduled work days and pass days shall not be changed to avoid the payment of overtime.
- C. Changes in the work schedule that are mutually agreeable between the Director of Public Safety and the employee involved may be made.

18.7: Effective June 1, 1990, employees shall be allowed to continue to accumulate compensatory time to a maximum of seventy (70) hours. Employees who currently have in excess of seventy (70) hours shall be allowed to maintain their bank. Said reduction to seventy (70) hours shall be accomplished by employees using accumulated time.

ARTICLE XIX
EDUCATION ALLOWANCE

19.1: Each employee who successfully completes a year of college shall receive a single lump sum payment of one hundred (\$100.00) dollars during the first pay period of December each year for each year of college successfully completed. Therefore, an employee who successfully completes one year shall be paid one hundred (\$100.00) dollars in December; an employee who has completed two (2) years shall receive two hundred (\$200.00) dollars and so on with a maximum yearly payment of four hundred (\$400.00) dollars. The Township shall determine the number of college credit hours that equal a year, based upon the college's criteria where said credits are earned. In order for a course credit to count, the employee must receive a grade of "C" or better. It is the

obligation of the employee requesting college payments to present the Township with suitable evidence of college credits earned, grades obtained and criteria used by the college.

ARTICLE XX
WAGES

20.1: Public Safety Officer II (PSO II):

	<u>4/01/89</u>	<u>4/01/90</u>	<u>4/01/91</u>	<u>4/01/92</u>
Start	23,176.05	24,103.09	25,067.21	26,069.90
Year I	24,031.07	24,992.31	25,992.00	27,031.68
Year II	24,614.32	25,598.89	26,622.85	27,687.76
Year III	25,208.20	26,216.53	27,265.19	28,355.80
Year IV	25,973.05	27,011.97	28,092.45	29,216.15
Year V	26,758.14	27,828.47	28,941.61	30,099.27

20.2: Public Safety Officer I (PSO I):

	<u>4/01/89</u>	<u>4/01/90</u>	<u>4/01/91</u>	<u>4/01/92</u>
Start	24,646.05	25,631.89	26,657.17	27,723.46
Year I	25,501.07	26,521.11	27,581.95	28,685.23
Year II	26,084.32	27,127.69	28,212.80	29,341.31
Year III	26,678.20	27,745.33	28,855.14	30,009.35
Year IV	27,443.05	28,540.77	29,682.40	30,869.70
Year V	28,228.14	29,357.27	30,531.56	31,752.82

20.3: Public Safety Officer I and II who are employed by the Township on the date of issuance of the Act 312 arbitration award shall be paid a single one time lump sum payment of two hundred (\$200.00) dollars. In addition, the pay scale as indicated in sections 20.1 and 20.2 shall be in effect only for those employees employed by the Township on the date of issuance of the Act 312 award.

20.4: It is mutually agreed that in the event a Sergeant position is created during the life of this agreement, the yearly wage for that position shall be five hundred (\$500.00) dollars per year more than PSO I wage at the five year step.

ARTICLE XXI
UNIFORM AND OTHER ALLOWANCES

21.1: From the date of this contract each employee shall be provided with suitable uniforms which uniforms shall be purchased at a place designated by the Township and which shall remain the property of the Township at all times. Such allowances or uniform provision entitles each employee to six (6) shirts, two (2) pair of pants, two (2) pair of shoes, and one (1) jacket, one (1) hat and

adequate leather goods. The uniform allowance is available to each employee in each year providing, however, that an employee shall not be entitled to purchase the aforesaid items except in the event that he shall show to the Township that he is in need of such items.

21.2: The Township shall replace any employee's eye glasses which may be broken in the line of duty.

21.3: The Township shall supply and replace body armor every six (6) years, or as deemed necessary by the Director of Public Safety.

ARTICLE XXII
COURT APPEARANCE

22.1: Each employee, upon attendance in Court while not on duty, shall receive pay at the rate of one and one half (1½) times his hourly rate based upon the time of his attendance in Court. Providing further, that overtime payment for attendance in Court shall be a minimum of two (2) hours.

ARTICLE XXIII
CLEANING ALLOWANCE

23.1: Each employee shall receive a cleaning allowance of three hundred (\$300) dollars per year. Said allowance shall be payable on December 1st of each year. In the event that an employee leaves the department during the year in which a uniform allowance is payable to him then said allowance whether or not received by the employee at the time of his termination shall be prorated on the basis of the days worked in relation to the number of days in the year.

ARTICLE XXIV
HOLIDAY PAY

24.1: All employees covered under this agreement shall have the following paid holidays:

Easter	Labor Day	New Year's Day
Memorial Day	Thanksgiving Day	Veteran's Day
Washington's Birthday	Independence Day	Christmas Day
Employee's Birthday		

24.2: Any employee who works on a holiday shall be remunerated in the following manner:

- A. If the employee is working a ten (10) hour day as part of his normal schedule, he shall receive ten (10) hours at regular wages and ten (10) hours at time and one-half (1½).
- B. If the employee is working an eight (8) hour day as part of his normal schedule, he shall receive eight (8) hours at regular wages and eight (8) hours at time and one-half (1½).
- C. Any employee whose pass day falls on a holiday, shall receive eight (8) hours at regular pay.

ARTICLE XXV
LEAVES

25.1: Personal Leave Days: Under this Agreement, all employees shall have two (2) personal days per contract year which may be taken at any time during the course of this contract upon forty-eight (48) hours notice to command officer and approval from command officer. Employees may not carry over unused personal days from one year to the next.

25.2: Bereavement Leave: Any employee who has a death in the immediate family shall be entitled to three (3) days off without loss of pay. An employee's immediate family is defined as: husband, wife, child, mother, father, brother, sister, brother-in-law and sister-in-law, grandparents of either spouse, mother-in-law and father-in-law.

ARTICLE XXVI
VACATIONS

26.1: Eligibility and Amount: Employees shall receive the following vacation time:

One to three years service	80 hours
Three to five years service	120 hours
Five to ten years service	160 hours
Ten to fifteen years service	180 hours
Fifteen years or more	200 hours

26.2: All wages, vacation and seniority rights are to be based on continuous service with the Public Safety Department. Senior employees are given preference to vacation time.

26.3: An employee may accumulate one (1) week of vacation to be used during the next year or he may receive pay in lieu of one week's vacation.

ARTICLE XXVII
INSURANCE

27.1: Hospitalization: The Township shall provide hospitalization insurance for the employee's family with the Township paying the entire cost of the insurance. Benefits to be as follows:

- A. Coverage shall be MVF-1 Riders; D45NM, ML, F/FC, SA/SD, FAE/RC, PPNV-1; Master Medical Option II with a deductible of \$100.00 for one person and \$200.00 for two or more persons in a calendar year. Medicare complementary coverage and prescription drug program, with the \$5.00 co-pay or deductible feature.
- B. An employee shall have the option of withdrawing from the Township's health care plan. If an employee elects to withdraw from the Township's plan he/she shall receive fifty (50%) percent of the monthly premium the Township was paying for said employee at the time of his/her withdrawal for each and every month of said withdrawal. The withdrawal payment shall be made in a single lump sum payment during the pay period in which December 1 falls each year for each month the employee did not participate in the previous twelve (12) months. If an employee withdraws from the Township's health care plan he/she may only reenter the plan if his/her alternate (spouse) coverage is no longer available to his/her spouse. Reentry to the Township's health insurance coverage shall be at the beginning of the next monthly billing period following the employee serving the Township with written notice of loss of coverage by the spouse.

27.2: Life Insurance: The Township shall provide each employee with Fifteen Thousand (\$15,000.00) Dollars double indemnity life insurance.

27.3: If any employee incurs a duty related injury the Township will makeup the difference between the employee's net take home pay, (his/her regular straight time hourly earnings minus State, Federal and Local taxes) and payments made under workers' compensation for a maximum of twenty-six (26) weeks.

This provision is retroactive to April 1, 1989.

27.4: On illness, the Township will credit each employee with one (1) day for each month of employment. Any employee leaving the department by reason of death or retirement shall be credited with one-half (1/2) of his accumulated sick days. The employee shall be paid a wage at time of his leaving the department, for one-half (1/2) of total sick days that employee has.

27.5: Dental Insurance: The Township shall provide dental insurance, family coverage, with the Township paying the entire cost of the insurance. Such dental insurance shall be that as covered under Blue Cross/Blue Shield plan: CR 50-50-50 MBL 800.

27.6: Hospitalization Insurance Retirees: The Township shall pay for each employee who retires the full cost of the same Blue Cross/Blue Shield insurance coverage as active employees. Dependant coverage shall be according to the following schedule:

Effective 4-1-84:

Normal Retirement:	Employee only
Disability Retirement:	Employee and spouse

Effective 10-1-86:

Normal Retirement:	Employee and spouse
Disability Retirement:	Employee and spouse

Retiree Blue Cross/Blue Shield coverage shall be supplemental coverage after the employee or spouse is eligible for Medicare and/or Medicaid coverage.

ARTICLE XXVIII
TRAINING ALLOWANCE

28.1: A full-time employee shall be eligible for reasonable training allowances for schools, seminars or conferences related to Public Safety Department activities, providing such training is not offered by the Public Safety Department as part of the regular training program. Evidence of attendance and cost of attendance for such schools, seminars and conferences shall be submitted to the Township Board for approval, which approval may be withheld by Township Board in event that an employee exceeds reasonable attendance for training. Training allowance shall not apply, nor shall the employee be reimbursed for college courses leading to a full-time degree. Payment of such allowances shall be in the form of reimbursement directly to the employee, providing all receipts

for registration, food, lodging and proof of successful completion are presented as proof of eligibility for reimbursement.

28.2: Employees shall be granted leave time to attend summer training for the National Guard providing the same is at no cost to the Township. Further, the Township, whenever possible, agrees to schedule employees in the National Guard to allow the employees one (1) weekend per month off to attend National Guard meetings. Said weekend attendance shall be without pay or cost to the Township.

ARTICLE XXIX
PENSION

29.1: The Township and Union would agree to continue the M.T.A. Pension benefits not less than those in effect as of June 1, 1971.

29.2: Any employee having twenty-five (25) years of service with the Township of Blackman, or the age of fifty-five (55) shall be eligible for retirement from the Public Safety Department.

29.3: Effective April 1, 1987, in lieu of salary increase, the Township agrees to pay 2% of the employees contribution to the pension plan, in addition to the Township's normal contribution, thereby reducing the employees contribution to 3%.

Effective April 1, 1988, in lieu of a salary increase, the Township agrees to pay 3% of the employees contribution to the pension plan, in addition to the Township's normal contribution, thereby reducing the employees contribution to 0.

This article is retroactive to April 1, 1987.

ARTICLE XXX
PROMOTIONS

30.1: Promotion of employees shall be on the basis of competitive examination, together with consideration of the employee's seniority, education, past record and administrative ability. Providing further, that the Township of Blackman Public Safety Committee may select for promotion either of the two (2) top scorers on any given examination.

ARTICLE XXXI
MAINTENANCE OF CONDITIONS

31.1: Wages, hours, and conditions of employment legally in effect at the execution of this Agreement, shall except as improved

herein, be maintained during the term of this Agreement. The Employer will make no unilateral reduction in wages, hours, change in conditions of employment as provided for in this Agreement during the term of said Agreement. No employee shall suffer a reduction in benefits provided herein.

31.2: If any provisions of this Agreement are in direct conflict with the rules and regulations of the department, the contract provisions herein shall be followed.

31.3: The parties further agree that any action of the Township or Public Safety Department by ordinance or otherwise, relative to the provisions of this Agreement, shall not alter the specific terms of the Agreement during the life of the Agreement unless such change is negotiated and accepted by mutual agreement of the parties.

ARTICLE XXXII
REQUIRED DEPARTMENTAL ACTIVITIES

32.1: Off duty employees who are required to attend departmental meetings, or meet departmental firing range qualifications while off duty shall during such time receive pay at the rate of one and one-half (1½) times his hourly rate based upon the time of his attendance for such event. Providing further, that overtime payment for such attendance shall be on a basis of a minimum of two (2) hours.


32.2: The parties further agree that any action of the Township or Public Safety Department by ordinance or otherwise, relative to the provisions of this Agreement, shall not alter the specific terms of the Agreement during the life of the Agreement unless such change is negotiated and accepted by mutual agreement of the parties.

ARTICLE XXXIII
TERM OF AGREEMENT

33.1: This Agreement shall be effective April 1, 1989, and continue in full force and effect until March 31, 1993, and continue until another Agreement has been concluded.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 4th day of February, 1991.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


Kenneth E. Grabowski
Business Agent

TOWNSHIP OF BLACKMAN

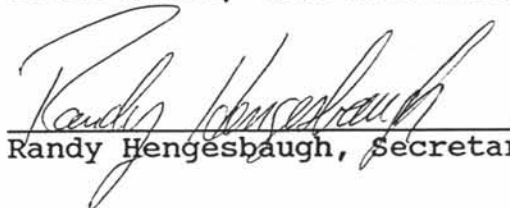

Township Supervisor

BLACKMAN TOWNSHIP PUBLIC SAFETY
OFFICERS ASSOCIATION


Township Clerk


David Elwell, President


David Mills, Vice President


Randy Hengesbaugh, Secretary/Treasurer