

9/30/88

AGREEMENT

between

THE CHARTER TOWNSHIP OF BUENA VISTA

and

LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE

1986 - 1988

PATROLMEN AND DETECTIVES

*Buena Vista, Charter Township of*

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

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AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, of 1986, by and between the CHARTER TOWNSHIP OF BUENA VISTA, hereinafter referred to as the "Employer" and LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE, hereinafter referred to as the "Union".

WITNESSETH:

The general purpose of this Agreement is to set forth the salaries, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees, the Union, and the residents of Buena Vista Township. Recognizing that the interest of the community and the job security of the employees depend upon the continuance of the rendering of proper police services in an efficient and professional manner to the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement

ARTICLE I

RECOGNITION, NON INTERFERENCE, NON-DISCRIMINATION

Section 1: Recognition. Buena Vista Charter Township (the Employer) does hereby recognize Labor Council Michigan Fraternal Order of Police (the Union) as the sole, exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other specified terms and conditions of employment, during the term of this Agreement, for those employees employed in the following bargaining unit:

All Patrolmen and Detectives of the Buena Vista Charter Township Police Department; excluding all Sergeants, Lieutenants, Captains, the Chief of Police and all other employees employed by the Buena Vista Charter Township Police Department.

Section 2: Non-Interference. The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union, or activity required by this Agreement, nor will the Employer aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3: Non-Discrimination. No person or persons employed by the Employer and covered by this Agreement shall be discriminated against because of race, religion, sex, creed, color or national origin. The Employer and the Union ascribe to non-discriminatory practices and will actively encourage applicants for employment in the Buena Vista Charter Township Police Department from all racial and ethnic groups. The Employer shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. Membership in the Union shall be open to every employee covered by this Agreement on a non-discriminatory basis.

## ARTICLE II

### UNION SECURITY

Section 1: Employees shall be deemed to be members of the Union, within the meaning of this Section, if they are not more than ninety (90) days in arrears in payment of membership dues, or the equivalent dollar amount of assessments. For purposes of this Agreement only, Union membership simply means that an individual employee is in financial good standing with the Union. It is expressly understood and agreed that each individual bargaining unit member retains the right to engage in, or refrain from engaging in, union business and union activities.

Section 2: 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 for the duration of this Agreement.

Section 3: 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 within thirty (30) days of its effective date. They shall be required to remain members of the Union for the duration of this Agreement.

Section 4: Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required as a condition of continuing employment to become members of the Union within thirty (30) days of their entry into the bargaining unit.

Section 5: An employee who shall tender to the Union the periodic dues or the equivalent dollar amount of assessments uniformly required of all bargaining unit members shall be deemed to meet the conditions of the section.

Section 6: The Employer will take no action against an employee for failure to join or retain Union membership, unless the Union requests that the appropriate action be taken in a certified letter to the Employer. The Union also hereby agrees to simultaneously serve a copy of the letter on the affected employee via certified mail.

Section 7: Indemnification. The Union hereby expressly agrees to indemnify and hold the Employer, its' agents, employees and Directors harmless from any liability, claims, lawsuits, judgments, costs and expenses of any kind whatsoever, including attorney fees and related litigation costs, resulting from the Employers compliance with the union security or dues check-off provisions of this Agreement.

### ARTICLE III

#### DUES CHECK OFF

Section 1: During the term of this Agreement, bargaining unit employees may tender their individual monthly union membership dues by voluntarily utilizing the direct payroll deduction method discussed below, or by paying them directly to the Union.

Section 2: Upon receipt of a completed and properly executed "Authorization For Dues Check Off Form", the Employer agrees to deduct and withhold one months membership dues or assessments from the earnings of each employee during the first payroll period of each month. The authorization shall become effective the calendar month following the month in which it is received at the Employer's Business Office. The prevailing amount of monthly Union membership dues or assessments shall be certified to the Employer in writing by the Labor Council Michigan Fraternal Order of Police every six months or whenever there is a change in the amount to be withheld.

Section 3: Direct payroll deductions under this Agreement shall not be made where the employee's earnings are not sufficient to cover the entire amount of the membership dues or assessment after the Employer has made the appropriate deductions for Federal Social Security (F.I.C.A.), Federal Income Tax, State Income Tax, Local or City Income Tax or any other deductions required by law.

Section 4: The written Authorization for Dues Check Off shall remain in full force and effect during the term of this Agreement. However, said authorization may be revoked or canceled at any time by the individual employee. Any such revocation or cancellation must be in writing and must be signed by the relevant employee. The authorization shall automatically terminate upon an interruption in the employees active service or displacement from the bargaining unit.

Section 5: Those monies deducted or collected by the Employer, under this Agreement, shall be tendered to the Union within thirty (30) days after the deductions are made. Each such payment shall be accompanied by a list of employees from whom the relevant deductions were made. The Union shall have no legal rights or interest whatsoever in any monies withheld under this provision until such money is actually paid over to it. The Employer, it's employees and agents, shall not be liable for any reasonable delay in carrying out said deductions and upon forwarding the monies to the Union's last known business office address, the Employer shall be released from any and all liability to the individual employee and the Union.

Section 6: The Union hereby expressly agrees to indemnify and hold the Employer harmless from any liability, claims, lawsuits, judgments, cost, and expenses of any kind whatsoever resulting from the Employer's compliance with this dues check off provision.

#### ARTICLE IV

##### NO STRIKE OR WORK STOPPAGE

Section 1: Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the Union agrees that it will take all reasonable and necessary steps to ensure that those employees covered by this Agreement, both individually and collectively, perform all designated police duties and otherwise render loyal and efficient service to the best of their abilities.

Section 2: During the term of this Agreement, it is understood and agreed that the Union will not cause, permit or authorize its' members to strike, sit-down, slow-down or engage in any similar form of work stoppage whatsoever; nor shall those employees covered by this Agreement participate in any form of concerted failure to report for duty or otherwise absent themselves from work.

It is understood that participation or involvement in such a work stoppage or slowdown shall be considered just cause for discipline, including discharge. Any such disciplinary action will not be subject to review under the grievance procedure provided herein.

However, where the Employer has disciplined an employee for participating in an unauthorized work stoppage or slow-down and the affected employee claims that he did not so participate, the issue of his involvement may be submitted as a grievance. Only the question of participation, or non-participation in the work stoppage can be determined by arbitration.

Section 3: During the term of this Agreement, the Employer agrees not to engage in any form of lockout.



ARTICLE V  
MANAGEMENT RIGHTS

Section 1: It is understood and agreed that except as otherwise provided in this Agreement, Management retains all the rights, powers and authority it had prior to the execution of this Agreement. Further, all rights to manage, direct and supervise the operations of the Buena Vista Charter Township Police Department and its employees are vested solely and exclusively in the Employer.

Without limiting the generality of the above statement, these rights include:

- a. the right to determine the kind and quality of services to be rendered and the manner in which they will be provided;
- b. the right to determine how many employees it will employ or retain in various bargaining units, positions or capacities, and the size and composition of the work force;
- c. the right to organize, direct and supervise the bargaining unit in the performance or its job duties and responsibilities;
- d. the right to establish quality and job performance standards and to judge and evaluate each employee's job performance under said standard;
- e. the right to establish the number of shifts to be worked, and the hours of each shift, including the starting and quitting time;
- f. the organization and duties of management personnel, including the selection of employees for promotion to managerial and nonbargaining unit positions;
- g. the right to curtail or suspend all or any part of its operation temporarily or permanently;
- h. the right to discipline, suspend, discharge, or take other disciplinary action for just cause, and
- i. the right to enforce those rules and regulations now in effect and which it may promulgate from time to time.

It is further agreed that the above detailed enumeration of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

ARTICLE VI  
SUBCONTRACTING

Section 1: The Employer agrees that it will not subcontract bargaining unit work. It is understood and agreed, however, that this provision will not prohibit the Employer from subcontracting that work for which it does not have available or sufficient manpower, funds, in case of emergency, or when a majority of the electorates no longer desire to assume the responsibility for the performance of said work.

ARTICLE VII  
SPECIAL CONFERENCES

Section 1: It is understood and agreed that employees are to discuss departmental related matters with the Chief of Police before bringing such matters to the attention of any other group, organization, individual or public official. Therefore, special conferences for the discussion of important matters (not grievances) may be arranged at a mutually satisfactory time between the Union and the Chief of Police after written request therefore is made by either party subject to the following conditions:

- a. Such meetings shall be held not more frequently than once each calendar month unless the Union and the Chief agree to hold one at a lesser interval.
- b. Such meetings may be attended by the Union Representative and at least one (1) Steward, the Chief of Police, and other designated representatives of the Employer.
- c. There must be at least seven (7) calendar days advance written notice of the desire to have such meeting unless a lesser amount of advance notice is mutually agreed upon. Such notice must be accompanied by an agenda of the subjects the party serving such notice wishes to discuss. Discussions at special conferences shall be limited to the items set forth in the agenda unless otherwise agreed upon by the parties.

ARTICLE VIII  
DISCIPLINE AND DISCHARGE

Section 1: Both the Union and Management prescribe to progressive discipline and the principles of just cause. The parties agree that an Officer shall not be suspended from duty for a minor offense without first having received at least one written reprimand during the preceding one year period. Management retains the right to suspend or discharge an Officer for a major offense, without first resorting to progressive discipline. Any protest of a disciplinary action must be pursued under the Grievance Procedure provision of this Agreement.

If the employee requests the presence of a Union Representative, the oral reprimand will be postponed until the Union Representative can be present. Copies of all written reprimands, disciplinary layoffs and discharge notices will be served directly on the affected employee. The employee shall have the right to Union representation in all disciplinary proceedings.

ARTICLE IX  
PERSONNEL FILES

Section 1: Any employee shall have the right, upon written request, to receive copies of all materials placed in his personnel file except privileged information, such as confidential credentials and related personal references obtained at the time of initial employment. The written record will be maintained as to what material has been furnished an employee from the employee's personnel file, and once a copy has been furnished, subsequent copies of the same material will be furnished to the employee at his expense.

ARTICLE X  
PERFORMANCE REVIEW

Section 1: Probationary Employees. All new bargaining unit employees shall be considered probationary employees for the first twelve (12) months of their employment. Employment during this period is on a trial basis and for the purpose of allowing management to confirm the individual's ability

to satisfactorily perform all aspects of his/her job duties and responsibilities. Failure by the employee to conform to the established job performance standards, during the probationary period shall be grounds for termination. A probationary employee terminated for poor job performance shall have no recourse under the grievance procedure contained herein.

At the conclusion of the employee's first four months of employment and again at the conclusion of each of the following two four month periods, the Chief of Police or his designated representative shall prepare a written evaluation of the employee's job performance. The twelve month evaluation shall include a recommendation that the employee be upgraded to a permanent employee, that the probationary period be extended for a period not to exceed twelve additional months, or that the employee be terminated.

Section 1: Permanent Employees. All full-time permanent employees shall receive a written evaluation from the Chief of Police or his designated representative every four months. The written evaluation shall cover all aspects of the employees job performance and shall be reviewed with the employee in an evaluation conference between the employee and immediate supervisor. Each employee shall be given a copy of his/her written evaluation and asked to sign and date the original file copy.

Each employee shall have the right to file a written response to their written performance evaluation. Both the written evaluation and the employee's response shall become part of the employee's personnel file and shall be jointly considered.

## ARTICLE XI GRIEVANCE PROCEDURE

Section 1: Purpose. The purpose of the grievance procedure is to provide the individual employee, the Union and the Employer with a formal and orderly procedure for resolving their disputes and disagreements. It is mutually agreed that all grievances arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided, only.

Section 2: Definition of Grievance. The term "grievance" as used in this Agreement shall be limited to a complaint, dispute or request which involves the interpretation, application, or compliance with the provisions of this Agreement.

Section 3: Probationary Employees Have No Access to Grievance Procedure. A probationary employee may be discharged or laid off at any time with or without cause and their termination shall not be subject to the grievance procedure.

Section 4: Disciplinary Action Not Subject to Grievance Procedure. The Employer shall have sole discretion as to the disciplinary action to be taken against participants in unauthorized or illegal strikes, work stoppages, slowdowns and walkouts, and such disciplinary action shall not be the subject of a grievance, except as provided in the No Strike or Work Stoppage provision of this Agreement.

Section 5: Selection of Chief and Deputy Chief Is Not Within Scope of Grievance Procedure. The selection or assessment of Chief or Deputy Chief is within the sole discretion of the Employer and shall not be the subject of a grievance.

Section 6: Union Representative May not Solicit Grievance. No Union Representative may solicit grievances but may receive, discuss and handle grievances on the Employer's premises during working hours, except where any such activities unreasonably interfere with their work.

Section 7: Presenting A Grievance. A grievance of any employee or a joint grievance of any group or employees shall be presented to the Employer in the following manner:

Step One

- a. Any employee having a grievance or one member of a group having a grievance may take the grievance up orally with his immediate supervisor. The employee, if he so desires, may have a Union Representative appear with him and participate in the oral discussion.

## Step Two

- a. If the grievance is not resolved in Step One and the employee having the grievance wishes to pursue it further, the grievance must be reduced to writing and delivered to the Chief of Police or his designated representative within five (5) working days of the complained of incident or occurrence. For purposes of computing this five (5) day period, the day of the complained of incident or occurrence is not counted. For purposes of this grievance procedure, the language "working days" means Monday through Friday, excluding holidays, Saturday and Sunday.
- b. All grievances shall be in writing on a standard form mutually agreed to by both the Employer and Union. The Union shall state clearly and concisely all known facts which are the basis for the grievance, and it shall specify those articles or provisions of this Agreement it claims have been violated. The grievance shall be dated and signed by the aggrieved employee or employees.
- c. Any grievance not reduced to writing and presented to the Chief of Police or his designated representative within five (5) working days of the complained of incident or occurrence shall not be considered as valid. For purposes of computing this five (5) day period, the day of the complained of incident or occurrence is not counted.
- d. The Chief of Police or his designated representative shall respond to the written grievance within five (5) working days of its receipt.

## Step Three

- a. If the grievance is not satisfactorily resolved in Step Two and the Union wishes to pursue it further, the written grievance or appeal of the Police Chief's decision must be delivered to the Township Manager or his designated representative within five (5) working days of the date the Step Two written decision is received by the Union Representative.
- b. If the written appeal of the Employer's Step Two Decision is not filed within the relevant five (5) working day period, the grievance will be considered settled on the basis of the Step Two decision.



- c. The Township Manager or his designated representative shall attempt to resolve the matter within fifteen (15) working days after the Step Two written grievance/appeal is received. During this fifteen (15) day period, the Township Manager or his designated representative and one other Employer Representative may meet with no more than two Union Representatives for the purpose of attempting to resolve the grievance. In the event no meeting is scheduled or no Step Three decision is rendered within the relevant fifteen (15) working day period, the Union may proceed to Step Four.
- d. As an alternative option to immediately proceeding to Step Four the Union may, in writing, notify the Township manager or his designated representative of desire to have the grievance mediated. If the Union requests mediation and management agrees, the Michigan Employment Relations Commission will be requested to appoint a mediator in accordance with its then applicable rules and regulations. The mediator's recommendation shall not be binding upon either party but may be adopted by the parties as a resolution to the grievance.
- e. The request for mediation shall be made within the fifteen (15) working days cited above in section (c) of Step Three. The Township manager or his designee shall answer the request for mediation within fifteen (15) working days of the date such request is made. If the Township manager or his designee should not agree to submitting the grievance to mediation or fail to respond to the request for mediation within fifteen (15) working days after the request was made the Union may proceed to Step Four of the grievance procedure.

#### Step Four    Grievance Arbitration

- a. If the grievance is not satisfactorily resolved at Step Three and the Union wishes to pursue it further, the Union shall inform the other party in writing of its intent to proceed to arbitration, within ten (10) calendar days of the Step Three decision. If the written notice of intent is not filed within the relevant ten (10) day period, the grievance will be considered settled on the basis of the Step Three decision.

- b. Following the timely notice of its intent to proceed to arbitration, the Union may submit the grievance to arbitration through the Federal Mediation and Conciliation Service in accordance with its voluntary Labor Arbitration Rules. The grievance must be submitted to arbitration within twenty (20) calendar days of the Step Three Decision. If the Union fails to submit the grievance to arbitration within the relevant twenty day period, the grievance will be considered settled on the basis of the Step Three decision.
- c.
  - 1. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and the employee or employees involved, provided that the Arbitrator shall not have the right to alter, amend, add to, subtract from, or eliminate any of the terms and provisions of this Agreement.
  - 2. The Arbitrator shall confine his decision to a determination of the facts and an interpretation and application of this Agreement.
  - 3. The Arbitrator shall have no power to pay for time not actually worked because of strikes or to establish a new wage rate, or to change the existing wage rate structure, or to establish a new job, or to change existing job content, or to establish or decide any matter pertaining to work methods or standards.
  - 4. If the Arbitrator awards back pay, the amount so awarded shall be less any unemployment compensation received and/or other wages and compensation the employee received, during the relevant back pay period, which the employee would not have received, had he not been suspended or discharged.
- d.
  - 1. If the Employer claims before the Arbitrator that a particular grievance fails to meet the tests of arbitrability contained in this Agreement, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The Arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented.



2. In any case where the Arbitrator determines that such grievance fails to meet said tests or arbitrability as set forth in this Agreement, he shall refer the case back to the parties without a decision or recommendation on the merits.
- e.
    1. The expenses, wages and other compensation of any witnesses called before the Arbitrator shall be borne by the party calling such witnesses. Other expenses incurred, such as wages of the participants, preparation of briefs and data to be presented to the Arbitrator, shall be borne separately by the respective parties.
    2. The Arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand reporter and of the original transcript, shall be borne by the losing side of the arbitration. The Arbitrator will be requested to specify who is the loser.

Section 8: Accelerated Grievance Procedure

- a. Any grievance bearing on the interest of a number of employees shall be reduced to writing on the grievance form and may be introduced at Step Two of the grievance procedure.

Section 9: Time Limits.

The time limits for initiating a grievance as well as those for processing a grievance from one step to another may be extended by the mutual written agreement of the Parties. Any such agreement must be in writing and signed by both parties. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

ARTICLE XII

HOURS OF WORK AND OVERTIME

Section 1: The normal bi-weekly work period shall consist of eighty (80) hours. Each employee shall be entitled to a total of fifty (50) minutes of nonwork time per work shift of six or more hours. This fifty minute period

shall include any rest period(s) the employee wishes to take, as well as his/her lunch break. It is understood and agreed that Officers are always on duty and shall be required to respond to calls for police assistance, during both their rest periods and lunch breaks.

Section 2: Employees shall receive time and one-half for all hours worked in excess of eighty (80) hours per bi-weekly period. Sick leave time shall not be included when computing overtime. There shall be no pyramiding of premium pay.

Section 3: When an employee is called in to perform work at a time other than that for which he has previously been scheduled, he shall receive not less than two (2) hours at time and one-half ( $1\frac{1}{2}$ ) for the work so performed. The two (2) hour minimum provision shall not apply to employees who are called in for less than two (2) hours prior to the start of their duty watch but who continue to work their regular duty watch thereafter.

Section 4: When it is necessary for an employee to appear as a witness in court, or obtain warrants during his off duty time, he shall be paid a minimum of two (2) hours at time and one-half ( $1\frac{1}{2}$ ) or time and one-half ( $1\frac{1}{2}$ ) for the actual time spent, whichever is greater. All witness fees shall be returned to the Township.

Section 8: When overtime is available, it shall be offered first to the low overtime employee working the shift preceding the hours when the overtime is available. If the low overtime employee refuses that overtime, it shall be offered to the employees with the next highest overtime hours and thereafter until the time is fulfilled. In the event all the employees refuse the offered overtime, the employee with the fewest overtime hours shall be required to work the scheduled hours. When an eight (8) hour shift is to be filled by overtime, four (4) hours will be offered to the preceding shift and four (4) hours to the succeeding shift using the procedure explained above. An overtime distribution sheet shall be maintained by the Shift Supervisor and shall be posted in an area available to the employees. Court time shall be counted in compiling said distribution sheet. Voluntary overtime for special events such as athletic events shall not be counted.

### ARTICLE XIII

#### SENIORITY

Section 1: Definition of Seniority.

Seniority is defined as the employee's length of continuous service within the bargaining unit.

Section 2: Probationary Period With No Seniority Standing.

The first twelve (12) months of an employee's continuous service will be a probationary period, during which time the employee shall have no seniority standing and will be subject to transfer, demotion, layoff or discharge at the sole discretion of the Employer. An employee's termination during the probationary period is not subject to the grievance procedure.

Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his seniority will be dated back to the initial date of his employment.

Section 3: Loss of Seniority.

a. Seniority Ends If Worker Discharged for Cause

It is understood that an employee will lose all seniority if he is discharged for cause.

b. Seniority Terminates If Employee Resigns

Seniority shall terminate if the employee notifies the Employer of his voluntary resignation.

c. Seniority Lost If Worker Fails To Notify Employer of Absence

An employee who is absent for three consecutive working days without notifying the Employer of the reasons for such absence shall be considered a voluntary quit and shall lose all seniority rights.

d. Seniority Lost If Worker Fails to Report Within Ten (10) Days

An employee shall lose his seniority if he has been laid off and is recalled to work but fails to report for work within ten working days from the date of the mailing of the recall notice. All such notices shall be by registered or certified mail and shall be sent to the employee's last known residential address.

To protect his seniority, it is the employee's responsibility to keep management informed of his current address and telephone number.

e. Seniority Broken by Continuous Illness of One Year

Seniority shall be broken as a result of continuous absence from work because of illness for twelve (12) consecutive calendar months.

Section 4: Military Leave.

Seniority shall accumulate during a period of leave for military service, provided the employee files an application for re-employment within 90 calendar days from the date of discharge from military service, or within 60 days for those who enlisted in the Ready Reserve and served on active duty six months or less.

Section 5: Layoffs.

An employee's seniority shall not continue to accumulate during layoff.

Section 6: Leave of Absence.

An employee shall not accumulate seniority during the term of any leave of absence.

ARTICLE XIV  
LAYOFF AND RECALL PROCEDURE

Section 1: Definition. The word "layoff" means a reduction in the work force.

Section 2: Notice of Layoff.

- a. The Employer agrees, insofar as is possible, to give the Union at least two weeks prior notice of any reduction in the work force affecting the bargaining unit and to meet with the appropriate Union Representative to discuss the circumstances of the reduction. At said meeting the Employer shall provide the Union with a list of those employees scheduled for layoff, along with each employee's seniority date.
- b. In any layoff, the Employer shall also make every reasonable effort to give as much advance notice to each of the affected employees as practical.

Section 3: Layoff Criterion.

- a. All probationary employees shall be laid off first.
- b. In recognition of the responsibility of Management for the efficient operation of the Police Department, it is understood and agreed that in all cases of decreases in the work force, the following three factors shall be considered.
  1. Seniority;
  2. Ability;
  3. Past Performance.

These factors, including seniority, are not listed in the order of their importance, but when the combination of these three factors is relatively equal, seniority shall be the determining factor. In all cases where seniority is based on the same hiring data creating a preference problem, the determination will be made by drawing numbers.

Section 4: Recall.

- a. No vacancy in a bargaining unit position shall be filled, except by recall, until all the layoff employee's have been recalled.
- b. Notice of recall shall be sent to the employee at his/her last known residential address by registered or certified mail. If an employee fails to report for work within ten (10) working days from the mailing of the notice he/she shall be considered to have voluntarily quit.
- c. Employees who are promoted to the rank of sergeant and are subsequently laid off shall have the right to "bump" back into the patrolman and detective classifications. When bumping into the patrolman or detective classification, the "bumping employee" shall displace the least senior employee in the patrolman or detective classification. To determine whether the "bumping employee" has more seniority than the employee being bumped, total department seniority shall be used.
- d. An employee shall lose all rights of recall when he/she has been laid off for a continuous two year period.

ARTICLE XV

LEAVE OF ABSENCE

Section 1: An employee may be granted personal leave of absence without pay and without loss of seniority for thirty (30) days or less at the Employer's sole discretion, upon written application. The determination shall be based on the nature of the request and workforce needs and extensions of that leave of absence if needed, may be granted at the option of the Employer. In no case will more than one personal leave of absence be granted to any employee within a one year period.

Section 2: An employee who, because of illness, accident or other disability is physically unable to perform his/her job duties and responsibilities, may be granted a medical leave of absence without pay and without loss of seniority for a period not to exceed one (1) year, at the Employer's sole discretion, upon written application. Upon request, the employee shall be required to provide written medical certification or verification of his/her disability.

Section 3: An employee may be granted an educational leave of absence without pay and without loss of seniority for a period not to exceed one (1) year, at the Employer's sole discretion, upon written application.

Section 4: A regular employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence without pay for that purpose and at the conclusion of such leave of absence, shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 5: Leaves of absence without pay shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of this order.

Section 6: All nonprobationary employees shall be entitled to a maximum of three (3) days off with pay while arranging for or attending the funeral of a member of their immediate family. Immediate family shall be limited to current spouse, children, mother, father, brothers, sisters, grandparents, mother-in-law and father-in-law. The employee must actually attend the funeral to qualify for this benefit.

All nonprobationary employees shall also be entitled to a maximum of two (2) days off with pay while arranging for or attending the funeral of their grandparents-in-law, brother-in-law and sister-in-law. Each paid day off under this funeral provision, shall consist of eight (8) hours of pay at the employees regular straight time hourly rate.

## ARTICLE XVI

### SICK LEAVE

Section 1: Eligibility Requirements and Computation of Paid Sick Leave.

All employees who have completed a minimum of one year of continuous service shall be entitled to a maximum of one hundred (100) paid sick leave hours per fiscal year.



Section 2: In order to qualify for sick leave payments, the employee must report to the Chief of Police or his designated representative not later than one (1) hour before his normal starting time on the first day of absence, unless the circumstances surrounding the absence made such reporting impossible, in which event such report must be made as soon thereafter as is possible.

Section 3: Employee Returning From Illness or Injury Must be Approved by Doctor.

- a. Any employee who is off the job because of illness or injury for three days or more, must provide the Employer with documented medical verification of his/her illness.
- b. Any employee who makes a false claim for paid sick leave shall be subject to disciplinary action, up to and including dismissal.

Section 4: The Employer agrees to provide sickness and accident insurance, which shall take effect the eighth (8th) day the employee is absent from work due to illness, or non-work related injury. Said benefits shall run for a maximum of fifty-two (52) weeks thereafter with a weekly benefit of at least sixty-six and two thirds percent (66 2/3%) of the employee's straight time weekly pay. It is understood and agreed that employees shall be self insured for any period of time after which they have used their sick leave credits until the relevant insurance goes into effect. An employee shall be entitled to utilize his unused paid sick leave credits to make up the difference between the insurance benefits he received under this provision and the amount of straight time salary he would have received had he worked.

Section 5: When an employee is unable to work, as the result of an injury sustained in the line of duty, the Employer shall pay the difference between the amount of insurance and workers compensation benefits the employee receives and the amount of straight time salary he would have received had he worked, during the same period. This benefit shall commence on the first day of the employee's absence and continue for a maximum of one hundred and eighty (180) days.



Section 6: Paid sick leave time is not cumulative and shall not be carried over from one fiscal year to the next.

Section 7: Should illness occur during a vacation, the period of absence may be, upon receipt of a physician's report, charged as sick leave and the charge against vacation reduced accordingly.

ARTICLE XVII  
PERSONAL DAYS OFF

Section 1: The Employer agrees to grant two (2) personal days off per year, per employee, to be used for personal business, provided the officer gives five (5) days advance written notice of the desired days off, the granting of which will be subject to the manpower requirements of the Department.

ARTICLE XVIII  
ANNUAL LEAVE

Section 1: Eligibility Requirements and Computation of Annual Leave.

1. All employees who have completed a minimum of twelve months of continuous employment with the department shall be entitled to annual leave with pay. Upon the successful completion of probation, an employee shall be entitled to eighty (80) hours of paid annual leave.
2. All employees who have completed a minimum of three (3) years of continuous employment, but less than five (5) years of continuous employment, shall be entitled to one hundred and twelve (112) hours of paid annual leave.
3. All employees who have completed a minimum of five (5) years of continuous employment, but less than ten (10) years of continuous employment, shall be entitled to one hundred and forty-four (144) hours of paid annual leave.
4. All employees who have completed a minimum of ten (10) years of continuous employment shall be entitled to one hundred and fifty-two (152) hours of paid annual leave.

Section 2: The Employer Reserves The Right to Limit the Number of Employees on Vacation At Any One Time.

1. The vacation schedule of qualified employees shall be set with regard to the wishes and seniority of the employee consistent with the efficient operation of the Police Department. The Employer shall then approve or deny each vacation request based on the seniority of the employee and its workforce needs. All conflicting employee vacation requests shall be resolved based on the seniority of the employees involved.
2. In cases of extraordinary circumstances, the Chief of Police may determine that no employees can be spared from work for vacation purposes during any designated period of time. In cases of extraordinary circumstances, the Chief of Police shall have the authority to cancel any and all scheduled vacations.

Section 3: Annual Leave Pay checks shall be delivered to eligible employees on their last scheduled workday, prior to the start of their annual leave/vacation, provided the employee has obtained a minimum of fifteen (15) days prior approval for his/her annual leave.

Section 4: If an employee who is otherwise eligible for paid annual leave retires, dies, quits, or is discharged on or after the anniversary date upon which he qualifies for such annual leave without having received the same, such employee will receive along with this final paycheck the annual leave pay for which he qualified as of such anniversary date. If an employee is discharged prior to any anniversary date upon which he would have qualified for paid annual leave, he will not be entitled to any portion of the annual leave pay for which he would have qualified on such anniversary date. However, if an employee quits after giving the Employer thirty (30) days advance notice and after working one thousand and forty (1040) hours that anniversary year, or if an employee retires under the Pension Plan or dies prior to such anniversary date, he, or in the latter case his designated beneficiary, shall receive a pro-rata share (as of the date of retirement or death) of the annual leave pay for which he would have qualified as of the following anniversary date.

Section 5: Annual Leaves Are Not Cumulative. Annual leaves are not cumulative and annual leave time shall not be carried over from one service year to the next. However, if an employee is required by the Police Department to reschedule or cancel his/her annual leave and is not able to reschedule it, during the relevant service year, this prohibition shall not apply.

ARTICLE XIX  
INSURANCE AND PENSION

Section 1: The Employer agrees to continue with the present types and amounts of insurance coverage currently being provided to the bargaining unit employees. The Employer also agrees to continue to provide the same pension plan as is currently being provided. It is further agreed between the Parties that employees may retire at age 55 and the mandatory age for retirement will be age 70.

ARTICLE XX  
UNIFORMS AND EQUIPMENT

Section 1: For the life of this Agreement, the Employer will continue its practice of providing uniforms for Officers on the same basis as it had immediately preceding the execution of this Agreement. For the life of this Agreement, the Employer will provide a clothing allowance of three hundred and fifty dollars (\$350) for non-uniformed Officers.

For the life of this Agreement, the Employer will provide cleaning of uniforms on the following basis:

- Up to three (3) shirts per week per man.
- Up to three (3) trousers per week per man.
- Up to twelve (12) ties per year per man.
- Up to two (2) jackets per year per man.
- Up to two (2) hats per year per man.

- (a) Uniforms torn or damaged while in the course of duty will be replaced by the Employer with no cost to the Officer.
- (b) If the need arises, additional cleaning may be authorized by the Chief of Police or his designated representative.

Section 2: Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be filed on a form furnished by the Employer and shall be signed by the employee. The Employer shall not require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, which could result in injury or death until same has been approved as being safe by a mechanic, except in cases of emergency.

ARTICLE XXI  
COLLEGE INCENTIVE

Section 1: The Employer and Union agree that those bargaining unit members who currently have, or subsequently obtain, the following college degrees shall receive the following additional compensation on or before July 1st of each calendar year.

Associate Degree	\$150.00
Bachelor Degree	\$250.00
Masters Degree	\$350.00

The Associate and Bachelor Degrees shall be in a law enforcement related field. The Masters Degree shall be in the area of administration.

ARTICLE XXII  
MILEAGE

Section 1: Employees required to attend training shall be furnished transportation or paid fifteen cents (15¢) per mile for the use of their personal car if the training site is over twenty (20) miles from the Buena Vista Police Department.

ARTICLE XXIII  
TIME CLOCKS

Section 1: The Employer shall have the right to install time clocks for the purpose of keeping accurate records for the time employees work. Employees are expected to comply with the reasonable rules and regulations in regard thereto.

ARTICLE XXIV  
UNAUTHORIZED ABSENT

Section 1: Employees shall not absent themselves from their work or abstain in whole or in part, from the full, faithful and proper performance of their Law Enforcement duties as specified by the Chief of Police.

ARTICLE XXV  
BULLETIN BOARD

Section 1: The Employer will provide a bulletin board upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

ARTICLE XXVI  
EMPLOYMENT CONDITIONS

Section 1: No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any terms or conditions contained herein made by an employee or group of employees with the Employer shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, or modification is executed in writing between the parties and ratified by the Union.

Section 2: Employees shall obey all Departmental rules and regulations, memorandums, directives, general and special orders, and all other orders received from time to time, whether verbal or written, either directly or indirectly, from Command Officers.

- a. A copy of any new order or change in work rules or conditions shall be given to each effected bargaining unit employee prior to implementation.

Section 3: It is understood and agreed that the assignment of employees within the bargaining unit to special temporary positions, for a period of up to one (1) year, which period may be extended upon mutual agreement between

the parties hereto, shall be made by the Employer and that such assignments shall be made on the basis of seniority, qualifications, and capability.

Section 4: It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the Employer which are contrary or inconsistent with the terms and provisions contained herein. The Township ordinances, Police Department Rules and Regulations, and applicable administrative orders of the Township, as currently applied, shall be applicable to employees within the bargaining unit unless such plans, rules, or orders have been specifically limited or abrogated by the terms and conditions of this Agreement.

#### ARTICLE XXVII

##### SALARY RANGES

Section 1: The job classifications and salary ranges therefore are set forth in Appendix A attached hereto and by this reference made part hereof.

#### ARTICLE XXVIII

##### MEDICAL EXAMINATION AND DRUG TESTING

Section 1: In the interest of the safety of each employee, their fellow employees, and members of the general public, any applicant for employment or present employee, may as a condition of employment be required to undergo a medical examination, including a drug or chemical test, by a doctor or health care professional of the Employer's selection. The Employer shall bear the expense of any such examination or test. Any such examination will be conducted on the Employer's time.

#### ARTICLE XXIX

##### SAVINGS CLAUSE

Section 1: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In



the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

#### ARTICLE XXX

##### HOLIDAYS

Section 1: The Detective shall receive regular compensation for the following holidays or parts thereof, which shall be designated and observed as paid holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The holiday pay period shall run from the start of the employee's scheduled duty watch and continue for twenty-four (24) consecutive hours. In the event a holiday falls during an employee's approved vacation, he shall receive an additional eight (8) hours off.

#### ARTICLE XXXI

##### PROMOTIONS TO SERGEANT POSITIONS

Section 1: All promotions to this position of sergeant shall be awarded on the basis of test scores, interviews and evaluations as set forth herein. The test for such position shall be obtained from a reputable testing agency having a validated examination for said position. The Chief of Police shall award the promotion to his choice of the final three (3) candidates having obtained the highest composite scores during the promotion procedure. An employee so promoted shall be on probation for a period of twelve (12) months. During the probationary period, if the employee's performance is unsatisfactory, the employee may be returned to his/her former classification with no loss of seniority. An employee may also request to voluntarily return to his/her former classification, with no loss of seniority, during this same twelve month period.

All vacancies in the position of sergeant shall be posted in the Police Department a minimum of fifteen (15) days prior to the scheduled test. The written test shall constitute fifty percent (50%) of the total composite score, the oral interview shall constitute twenty-five percent (25%) and the written performance evaluations received from the Chief of Police or his

designated representative shall constitute twenty-five percent (25%) of the total composite score. See that section of this Agreement entitled "Performance Review".

Section 2: The oral interview board will consist of one (1) representative from the Michigan State Police, one (1) representative from another local Police Department and the Chief of Police or his designated representative. All representatives shall hold the rank not less than that being tested.

ARTICLE XXXII

DURATION

This Agreement shall remain in full force and effect until 2400 hours on September 30, 1988 and from year to year thereafter unless either party hereto notifies the other in writing at least sixty (60) calendar days prior to September 30, 1988, or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate their agreement.

This Agreement is signed on behalf of the respective parties this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

LABOR COUNCIL  
MICHIGAN FRATERNAL ORDER OF POLICE

Richard Ziegler  
Richard L. Smith

CHARTER TOWNSHIP OF  
BUENA VISTA

Dean S. Clark Supv.  
W. Barnes  
Daniel E. Ealey

10/7/87  
note: will  
get dates signed  
MMA



APPENDIX A

<u>Classification</u>	<u>Eff. 10/1/86</u>	<u>Eff 10/1/87</u>	<u>Eff. 4 /1/88</u>
Non Certified	17,633.60	18,338.94	
Probationary Employee	19,319.92	20,092.72	20,494.57
End of Probation	22,738.57	23,648.11	24,121.08
Two Year	23,955.16	24,913.37	25,411.63
Three Year	24,588.60	25,572.14	26,083.59
Five Year	25,120.39	26,125.21	26,647.71
Seven Year	25,353.65	26,367.80	26,895.15
Ten Year	25,604.03	26,628.19	27,160.76