

6/30/90

AGREEMENT
between
CLAY TOWNSHIP
and
LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE
(Command)

Effective Dates: July 1, 1987 - June 30, 1990

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Clay Township

CLAY TOWNSHIP - F.O.P. LABOR AGREEMENT
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AGREEMENT

This Agreement entered into on this 4th day of March, 1988, between Clay Township, hereinafter referred to as the "Employer", and Labor Council Michigan Fraternal Order of Police, hereinafter referred to as the "Union".

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

ARTICLE 1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Labor Council Michigan Fraternal Order of Police as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work and other terms and conditions of employment both economic and non-economic for all fully sworn, full-time ~~non-supervisory~~ police officers ~~and detectives~~.

ARTICLE 2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3. UNION SECURITY

- (a) 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 or pay to the Union a service fee equal to the amount of the dues.

*inconsistent
with cover page
(Command Unit and p.
21 covering wages)*

- (b) 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 or pay a service fee to the Union for the duration of this Agreement, on or before the thirtieth (30th) day following such effective date.
- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- (d) An employee who shall tender an initiation fee---(if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.
- (e) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

ARTICLE 4. UNION DUES AND INITIATION FEES

- (a) Payment by check-off.

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-Off of Dues form.

Check-Off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct union membership dues levied in accordance with the Constitution and by-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-Off of Dues form:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

By _____
 Print Last Name First Name Middle Name

To _____
 Employer Department

Date to Start Deduction: _____ Signed _____
 _____ Address _____

(b) When deductions begin.

Check-off deductions under all properly executed Authorization for Check-off of dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the third pay of the month and each month thereafter.

(c) Remittance of Dues

Deductions for any calendar month shall be remitted to the Labor Council Michigan, Fraternal Order of Police, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010.

(d) Termination of Check-off

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Labor Council Michigan Fraternal Order of Police will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the employer and a representative of the Labor Council Michigan Fraternal Order of Police, and if not resolved may be decided at the final step of the grievance procedure.

ARTICLE 5. STEWARDS AND ALTERNATE STEWARD

- (1) Chief Steward
- (2) Alternate Steward

The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

ARTICLE 6. SPECIAL CONFERENCES

- (a) Special conferences for important matters will be arranged between the Chief Steward and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held upon mutual agreement. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Labor Council Michigan Fraternal Order of Police and/or other representative designated by the Union.

ARTICLE 7. GRIEVANCE PROCEDURE

A grievance is a complaint by an employee that this Agreement has been violated, misapplied or misinterpreted.

A grievance must be filed within fifteen (15) calendar days after the occurrence of the circumstances giving rise to the complaint, except in the case of clerical error where the employee could not have known of the error, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

The employer will answer in writing any grievance presented to it in writing by the Union.

Any employee having a grievance in connection with his employment shall present it to the employer as follows:

- STEP 1. (a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.
- (b) The steward shall discuss the grievance with the Chief of Police within ten (10) days of its occurrence.
- (c) If the grievance is not disposed of within five (5) days, it shall be submitted in written form by the steward to the Chief of Police within the next five (5) days.
- (d) The Chief of Police shall answer the grievance in writing within fourteen (14) days.

- STEP 2. (a) If the grievance has not been settled, it shall be presented in writing by the Chief Steward to the Township Supervisor within seven (7) days of the written response of the Chief of Police. The Township Board of Trustees shall take up the grievance at its next regular meeting. A written determination shall be issued within five (5) days of its consideration.
- STEP 3. (a) The right of either party to demand arbitration over an unadjusted grievance is limited to a period of twenty (20) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration.
- (b) The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice of intent to arbitrate has been given. If the parties fail to select an arbitrator, the Michigan Employment Relations Commission shall be requested by either or both parties to appoint an impartial arbitrator in accordance with its then applicable rules and regulations.
- (c) The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and he shall be without power or authority to make any decision:
1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws.
 2. Limiting or interfering in any way with the powers, duties, or responsibilities of the Township.
 3. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules, or regulations presently or in the future established by the Township so long as such practice, policy, rules or regulations do not conflict with this Agreement.
- (d) There shall be no appeal from the decision of the arbitrator if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Union, the Employee and on the Township.
- (e) Any grievance not answered within the time limits by the Employer shall go to the next step of the grievance procedure.
- (f) Any grievance not appealed by the Union within the time limits set by this procedure shall be deemed settled on the basis of management's last answer, however, sick and vacation days of the grievant or his Chief Steward shall not be counted in determining whether the time limit has elapsed.

- (g) In the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive beginning on the pay period covered by such pay, if the employee files his grievance within ten (10) days after receipt of such pay.
- (h) After a case has been referred to the Michigan Employment Relations Commission, the case may not be withdrawn by either party except in the case where more than one grievance is filed on a particular issue. In such case, a representative case may be chosen for arbitration and the other cases on the same issue will be held in abeyance until the representative case is decided without prejudice to either party.
- (i) The Employer retains the right to determine allocation of their share of arbitration expenses to either the special assessment or the general fund, pursuant to Act 181 of 1951, as amended.
- (j) The Labor Council Michigan Fraternal Order of Police is authorized to withdraw or settle with the Township any grievance filed in accordance with this Agreement at anytime before it is heard by the arbitrator.
- (k) The Township may settle with the Union any grievance filed in accordance with this Agreement at any time before it is heard by the arbitrator.
- (l) The cost of the Arbitrator's fee shall be split equally between the Township and the Union.

ARTICLE 8. DISCHARGE AND DISCIPLINE

- (a) Notice of discharge or discipline. The Employer agrees promptly upon the discharge of discipline, excluding verbal warnings of an employee, to notify, in writing, the Chief Steward.
- (b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with a steward and the Employer.
- (c) Disciplinary action shall be deemed final and automatically closed unless a written grievance signed by the disciplined employee and the steward or signed by the disciplined employee and the Labor Council Michigan Fraternal Order of Police Representative is filed within five (5) working days of the disciplinary action. The Employer will review the discharge of discipline and give its answer within five (5) days after receiving the grievance. If the decision is not satisfactory to the Union, the matter shall go directly to Step 3, excluding probationary employees.

ARTICLE 9. SENIORITY

- (a) New employees, or rehired employees in the unit shall be considered as probationary employees for the first twelve (12) months after completion of Police Academy training. When an employee finishes the probationary period, by accumulating twelve (12) months of employment, he shall be entered on the seniority list of the unit and shall rank for seniority from his date of hire. There shall be no seniority among probationary employees.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. The Employer shall have the right to discipline and discharge probationary employees and such action shall be in the sole discretion of the Employer and not subject to the grievance procedures. The terminated employee may appeal his termination before the Township Board whose decision shall be final.

ARTICLE 10. SENIORITY LISTS

- (a) Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- (b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (c) The Employer will keep the seniority list up-to-date at all times and will provide the local union membership with up-to-date copies whenever required.
- (d) The parties agree that the seniority list is accurate as of the signing date of this Agreement.

ARTICLE 11. LOSS OF SENIORITY

An employee shall lose his seniority and his employment if terminated for the following reasons:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made, without prejudice or precedent. After such absence, the Employer will send written notification by registered mail to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If he does not return within five (5) working days to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made without prejudice or precedent.

ARTICLE 12. SENIORITY OF STEWARDS

Notwithstanding his position on the seniority list, the Chief Steward shall, in the event of a layoff of any type, be continued at work as long as there is a job in the Police Department which he can perform and shall be recalled to work, in the event of a layoff, on the first open job in the Police Department which he can perform.

ARTICLE 13. LAYOFF DEFINED

- (a) The word "layoff" means a reduction in the working force due to no fault of the employees.
- (b) If it becomes necessary for a layoff, the following procedure will be followed: Last person hired shall be first person laid off, rank to make exception to this; layoff of Sergeant, Corporal or Detective to next rank lower.
- (c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local Chief Steward shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 14. RECALL PROCEDURE

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article 9, except as modified by Articles 12 and 13. Notice of recall shall be sent to the employee at his last known address as it appears in the Township's official record by registered or certified mail. If an employee fails to report to work within five (5) days from date, the mail is delivered or was attempted to be delivered by the mail man, he shall be considered a quit.

ARTICLE 15. TRANSFERS, FOR LAW ENFORCEMENT ONLY

- (a) Transfer of Employees. If an employee is transferred to a position under the Employer, not included in the bargaining unit, and is thereafter transferred again to a position within the Clay Township Police Department, which is in the bargaining unit, he/she shall have accumulated seniority for transfer time while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

- (b) The Employer agrees that in any movement of work not covered above in (a) will discuss the movement with the Union and the Chief of Police in order to provide for the protection of the seniority of the employees involved.
- (c) In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority and ability. In such cases all vacancies and newly created positions shall be posted in a conspicuous place in the squad room at least seven (7) calendar days prior to filling such vacancy or newly created position.

ARTICLE 16. PROMOTIONS

When a promotion is made to sergeant, Clay Township will have a candidate eligibility list established by the Michigan Municipal League. In order to be promoted, an employee must have five (5) or more years of seniority and six (6) or more months in the next lower grade. The promotion will be according to the ranking established by the Michigan Municipal League.

ARTICLE 17. VETERANS

The re-employment rights of veterans will be in accordance with all applicable laws and regulations.

ARTICLE 18. UNION BULLETIN BOARDS

- (a) The Employer will provide bulletin boards in police squad room only, which may be used by the Union for posting notices of the following types:
 1. Notices of recreational and social events.
 2. Notices of elections.
 3. Notices of results of elections.
 4. Notices of meetings.

ARTICLE 19. TEMPORARY ASSIGNMENTS

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 20. MECHANICS OF OVERTIME

(a) Overtime work shall be distributed among all employees. The employee with the least amount of accumulated overtime hours on the overtime rotation list shall be first offered the overtime work. If the employee with the least amount of accumulated overtime hours charged refuses the overtime work, said employee will be charged on the overtime list as if he had worked the overtime hours. If the employee first called refuses or is not available for the overtime work, the next lowest employee on the overtime list will be offered the overtime work. If said employee refuses the overtime work, he will be charged on the overtime list as if he had worked. The same mechanism will be followed until the list has been exhausted. If all of the employees refuse the overtime work, the lowest employee on the overtime list who is available will be ordered in to work the overtime. This overtime procedure will not preclude the Township from ordering daily overtime in emergency situations, or the continuation of an assignment.

If an employee is not available to accept the overtime opportunity, he will not be charged on the overtime list.

(b) When a member of the bargaining unit requests a one (1) day sick leave he may be replaced with a member of the bargaining unit. If the member of the bargaining unit requests a sick leave the following day he may be replaced by a member of the bargaining unit. If the member of the bargaining unit requests a sick leave the following day, that is the third consecutive day, he may be replaced by a member of the bargaining unit or a reserve officer. This Article does not require the Township to replace a member of the bargaining unit who requests a sick leave.

(c) Time and one-half (1-1/2) will be paid for all hours worked over eight (8) hours or regular work shift.

ARTICLE 21. WORKMEN'S COMPENSATION

Each employee will be covered by the applicable Workmen's Compensation Laws and the Employer further agrees that an employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation income, an amount to be paid by the Employer sufficient to make up the difference between Workmen's Compensation and his regular weekly income based on forty (40) hours for one year. In cases of permanent disability, disability Social Security and Retirement shall be counted as a part of the Employer's supplement. Job opening shall be for a period of not less than one year from the date of the duty related injury. Management shall review injury status at that time and at their discretion either approve or deny an extension.

ARTICLE 22. SHIFT TRADES

Employees may trade shifts providing eight (8) hours' notice is given to the supervisor in charge, the trade is mutually agreeable to the employees involved, no overtime is involved, and the trade is not detrimental to the health, safety or welfare of the citizens of the Township. No trade will be permissible if it will result in leaving a shift without a supervisor.

ARTICLE 23. WORKING HOURS

- (a) Employees on stand-by will receive three hours straight time. Call-in will receive a minimum of three hours at time and one-half (1-1/2). Court time will receive three (3) hours minimum at time and one-half (1-1/2).
- (b) Employees called back when the need for the call-back is a result of the employee's error on work left incomplete, or wrongly completed, no payment shall be made.

ARTICLE 24. LEAVES OF ABSENCE

Section 1 = General

- (a) A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied or extended at the exclusive discretion of the Township upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his application.
- (b) Leaves of absence for periods not to exceed six (6) months may be granted, unpaid, in writing, without loss of seniority for:
 - 1. Serving in any appointed Union position.
 - 2. Maternity leave.
 - 3. Educational leave.
 - 4. Medical leave of absence in excess of ninety (90) days as stated in Section 4.
- (c) Members of the Union elected to attend a function of the Labor Council Michigan Fraternal Order of Police such as conventions or educational conferences may be allowed time off without pay, not to exceed five (5) days, to attend such conferences and/or conventions, providing no schedule interference.
- (d) All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.
- (e) A medical leave of absence, a union leave of absence or a maternity leave of absence shall be granted for a period not to exceed six (6) months.
- (f) Employees shall not accrue additional seniority benefits while on any leave of absence granted by the provisions of this Agreement.
- (g) An employee will not accrue fringe benefits while on a leave of absence.
- (h) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, said employee shall lose his seniority and his employment shall be terminated.
- (i) Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Township. Acceptance of employment or working for another employer while on a leave of absence shall result in the loss of seniority and termination.

- (j) No employee shall return to work prior to the expiration of his leave unless otherwise agreed to by the Township.

Section 2 = Personal Leave

- (a) A personal leave of absence may be granted for a period not to exceed thirty (30) days, but it may be extended for a maximum of ninety (90) days.
- (b) Each employee will receive two (2) personal leave days which may be used for personal reasons. If the employee uses no personal leave for the fiscal year, it shall be credited to his sick leave bank.
- (c) All personal leaves of absence shall be subject to whatever documentary evidence the Township Supervisor shall require.
- (d) A personal leave of absence may not commence or end upon the following days:
1. The day before or the day following a holiday.
 2. The day preceding or following a vacation.
- (e) Failure to return to work from a personal leave of absence on the exact date scheduled shall result in the loss of seniority and termination. Under extenuating circumstances verifiable with documentary evidence acceptable to the Township Board, loss of seniority and termination may be waived.

Section 3 = Sick Leave

- (a) Sick leave shall be defined as an authorized absence from duty with pay by reason of the illness of the employee, employees' spouse or child. The utilization of sick leave because of illness of the employee's spouse or child shall be limited to three (3) days. Absence from duty for such reason, if duly granted by the Township Supervisor upon the recommendation of the Chief of Police shall be considered and known as sick leave.
- (b) Sick leave with pay must be earned before it can be taken. No employee shall be eligible for sick leave during his probationary period of employment. A regular full-time employee may be allowed sick leave in the amount of five (5) working days per year. An increase of one (1) day, from five (5) to six (6) beginning July 1, 1988. The minimum time allowed an employee for sick leave shall be one-half (1/2) of a day.
- (c) Leaves requested due to illness must be accompanied by a medical doctor's certificate that the employee is unable to work and the reason therefore.
- (d) Sick leave may be accumulated if not used during the year accrued, but the total accumulation shall not exceed 100 days. Sick leave will not be allowed for any day in which any employee would not have otherwise worked. 100% of the accumulated sick days shall be paid to an employee who terminates his employment after 20 years of service with the Township of Clay at his or her current rate of pay; 50% of the accumulated sick days shall be paid to an employee who terminates his or her employment with the Township of Clay at his/her current rate of pay. However, no payments shall be paid when an employee is dismissed for just cause.
- (e) An employee who has exhausted his sick days may convert vacation days, as needed, to sick days.

- (f) Sick Leave Option. After the accumulation of 100 days sick leave, an employee may use one-half (1/2) of this sick time beyond the 100 days for either vacation, or receive pay for one-half (1/2) of his sick time beyond 100 days. The employee will be responsible for notifying the Township if he wishes to exercise the pay option prior to the first pay in July of each fiscal year.
- (g) A certificate from a reputable physician or from the Health Department may be required as evidence of the illness before compensation for the period of illness is allowed. After all sick leave is used, if the employee so elects, vacation time may be used as sick leave and regular payments made therefor to the extent of the vacation time to which the employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until he returns to work.
- (h) Effective July 1, 1985 the Township shall see that all bargaining unit members are covered by a Short Term Disability plan as follows:
1. Disability income payments shall begin on the first (1st) calendar day for accidents and on the eighth (8th) calendar day for sickness.
 2. Disability income shall only be paid under this Section if the disability is not work or pregnancy related.
 3. Disability income under this Section shall be equal to sixty-six and two-thirds (66-2/3%) percent of the individual's regular gross (pre-tax) wage.
 4. This coverage shall last for twenty-six (26) weeks.

Section 4 = Medical Leave

- (a) A medical leave of absence is a leave of absence for illness without pay to be used at the expiration of sick leave benefits.
- (b) An extended medical leave of absence may be granted by the Township Board in anticipation of future service, without prejudice or precedent. The repayment of the leave time shall be repaid at the rate of fifty (50%) percent of the employee's future sick time and vacation time. Sick time will be repaid at the rate of one-half (1/2) day per month.

Section 5 = Maternity Leave

- (a) An employee who is pregnant, and who does not wish to resign, may take a leave of absence. Said leave shall be called "Maternity Leave", and must be applied for in writing to the Township. Included with said application shall be a doctor's certificate, certifying the pregnancy, estimating the delivery date, and providing an exact calendar date for the recommended start of leave.

- (b) A Maternity Leave shall be granted without pay and without a loss in seniority. An employee may be permitted to continue working if not in conflict with the date provided by her physician in paragraph above, upon her written request accompanied by a statement from her physician stating in writing:
1. She is physically able to continue with the normal recurring duties of her job.
 2. Setting forth any restriction upon activity, providing they do not render her restricted from any normal recurring duty of her job classification.
 3. Providing an exact calendar date upon which maternity leave is recommended to commence.
- (c) An employee's Maternity Leave shall terminate six (6) weeks post partum; provided that an employee may return sooner upon her written request accompanied by a written statement from her physician stating she is physically able to return to the normal recurring duties of her job without restriction.
- (d) A Maternity Leave may be extended for periods of up to thirty (30) calendar days upon prior written application accompanied by a statement from the employee's physician in writing stating that the employee is physically unable to return to the normal recurring duties of her job without restriction.
- (e) Upon returning to work the employee shall have the right to displace an employee with less seniority in the same classification in the unit in which she worked at the time her leave of absence was granted. The employee must produce a release from her doctor to return to work.
- (f) An employee who fails to return to work at the termination of her pregnancy leave or any extension thereof, shall lose her seniority and her employment shall be terminated.

Section 6 = Funeral Leave

An employee shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, brother, sister, wife or husband, son or daughter. A member of the Bargaining Unit selected to be a pall bearer for a deceased member of the Bargaining Unit will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. Funeral leave of absence may, upon approval of the Chief of Police, be extended without pay.

ARTICLE 25. HOLIDAY PROVISIONS

- (a) The paid holidays are designated as:
- | | |
|--------------|---------------|
| Easter | Christmas Eve |
| Memorial Day | Christmas Day |
| July 4th | New Years Eve |
| Labor Day | New Years Day |
| Thanksgiving | |

- (b) Only employees who actually work the Holidays designated above in this agreement will receive pay for said day. In addition to the the regular pay, employees while working a designated holiday as stated above will receive said pay at straight time plus regular pay. All holidays worked paid to an employee first pay in December starting 12/88.

An employee who is called in on his day off or vacation shall receive his overtime pay for eight hours and his Holiday pay at eight hours straight time. An employee who works over into another shift shall be entitled to his Holiday pay plus time and one half for hours worked beyond his regular eight hours for that shift only.

ARTICLE 26. VACATION ELIGIBILITY

An employee will earn credits toward vacation with pay in accordance with the following schedule:

Full Years of Service From Date of Hire	Amount of Vacation
One calendar year	Seven (7) work days.
Two calendar years	Fourteen (14) work days.
Five calendar years	Twenty-one (21) work days.
Ten calendar years	Twenty-eight (28) work days.

Vacation Schedule for new hires after the signing of the 1986-1987 contract:

Year of Service	Vacation Days
1	5
3	10
7	15
12	20

Allocated vacation days shall be given on July 1 of each contract year

ARTICLE 27. VACATION PROVISIONS

- (a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. If the Township cancels an employee's vacation, the officer must re-schedule the vacation within nine (9) months or forfeit the vacation.
- (b) If a Holiday is observed by an employer during a scheduled vacation of at least five (5) days or more continuous by an employee, that the vacation will be extended one day continuous with said vacation or may be used as an extra day off with pay.

All unused vacation shall be paid off or carried over into the sick bank subject to the following conditions:

Limit unused vacation pay off or carry over to sick bank one-half (1/2) of yearly earned vacation. It will be the officer's responsibility to notify Management on the way unused vacation will be handled two (2) weeks prior to June 30th of every contract year.

Vacations will be selected on a seniority basis. Employees will select in January vacation periods from January to June, and again in June through December.

In addition to the above selections, employees will be allowed to schedule vacations at other times other than those selected so long as said vacation does not conflict with existing vacation selection and the efficient operation of the department.

In 1987/88 contract year some adjustment may be necessary in provision of Article #27 Section B to implement the new allocation of vacation days.

ARTICLE 28. PAY ADVANCE

- (a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving if he desires to receive it in advance.
- (b) If an employee is laid off, he will receive any unused vacation credit as of January 1, each year.

ARTICLE 29. HOSPITALIZATION MEDICAL COVERAGE

After ninety (90) days of employment, the Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross - Blue Shield. This coverage shall be applied to all seniority employees and will be improved if the Township improves other employees' hospitalization.

The Employer may change insurance carriers, providing the coverage is the same or better. The Township will give the Union at least thirty (30) days notice of any intent to change the hospitalization insurance carrier.

The Employer will provide paid Blue Cross/Blue Shield hospitalization insurance coverage including the following:

- Comprehensive Hospital-Semi-private
- I45NM Rider
- Prescription Drugs - \$2.00 co-pay
- Master Medical, option 1
- Preferred Dental 50/50/50 - \$800.00 MBL
- ML Rider

DENTAL - After ninety (90) days of employment, each seniority officer and their families will be covered by Blue Cross Dental 50/50 Insurance Plan and the cost to be paid by the Township.

OPTICAL - After ninety (90) days of employment, each seniority officer and their families to be covered by an optical plan equivalent to Co-Op Optical Plan and the cost to be paid by the Township.

The Employer will have available, for all covered employees, literature that describes the benefits that are being provided to them.

ARTICLE 30. UNIFORMS

Each uniformed member of the Police Department shall be entitled to a uniform allowance subject to Departmental approval, in the amount of Three Hundred Fifty (\$350.00) Dollars. The list of police officers' articles covered by the allowance is as follows:

Hat	Badges (Hat and Breast Badge)
Shirts (winter and summer)	Collar Pins
Pants	Name Tag
Ties	Whistle Chain and Whistle
Summer Shoes	Tie Clip
Winter Boots	Handcuffs
Jackets (spring and winter)	Flashlight
Leather Belts	Gloves
Holster	Raincoat
Handcuff case	Nightstick and holder
Bullet Pouches or loops	Second Chance Vest
Belt Keepers	

and any other items approved by the Chief of Police and Township Treasurer.

ARTICLE 31. FALSE ARREST INSURANCE

Employees covered by this Agreement shall be provided a policy of false arrest liability insurance by the Employer. The premium for such insurance will be paid by the Employer.

ARTICLE 32. LIFE INSURANCE

After ninety (90) days of employment, employees shall be provided a Fifteen Thousand (\$15,000.00) dollar life, accidental death and dismemberment policy, the full cost of which shall be paid by the Township. The insurance shall continue so long as the employee remains on the payroll.

ARTICLE 33. LONGEVITY

The longevity rate will be as follows:

Years of Service	Percent of Base Wage
5 through 9	2
10 through 14	4
15 through 19	6
20	8

ARTICLE 34. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, except for pension purposes.

ARTICLE 35. PENSION

Clay Township annual contribution is as follows: 1/2% in the first year, 3/4% in the second year and 1/2% in the third year of the contract added to base of One Thousand Three Hundred (\$1,300.00) dollars. The percentages is based on the base wage. This is for each member of the Bargaining Unit to Equitable Life Assurance Society of the United States Pension Fund each year of the agreement.

After 20 years of service and obtaining the age of 59 1/2 or 30 years of service, management will provide hospitalization for retirees, spouse and dependent children until such a time as said retiree, spouse and dependent children qualify for medicare and from that time only the supplemental coverage with BC/BS or other comparable health insurance company combined with medicare. Management further provides that any employee who has met a minimum of 20 years of service and who prior to Social Security eligibility becomes totally disabled and is thereby eligible for medicare under the Disability provision of Social Security Act shall qualify for supplemental coverage as described herein.

Upon the service related death or disability of a bargaining unit member, hospitalization for himself, spouse and dependent children will be paid for a period of three (3) years from the date of his employment termination due to said service related death or disability, or until such a time he or his dependents qualify for alternative hospitalization including medicare or medicade within that 3 year maximum time period. Management further provides that any employee who becomes totally disabled, as defined in the Social Security Act and is thereby eligible for medicare unther the disability provision of the Social Security Act shall qualify for supplemental coverage, also the spouse and dependent children of an employee who dies while on duty will be eligible for supplemental coverage.

Management will provide a Long-Term Disability Insurance coverage through The Travelers Insurance Co., effective 7/1/88. Job opening shall be for aperiod of not less than one year from the date of the non-duty related injury. Management shall review injury status at that time and, at their discretion either approve or deny an extension.

ARTICLE 36. FLAG

The employee on duty shall be responsible for raising and lowering the flag each day. This Article shall be subordinate to emergency and legal matters.

ARTICLE 37. TERMINATION AND MODIFICATION

- (a) This Agreement shall be in effect from the first (1st) day of July, 1987 and shall remain in full force and effect up

- to and including the thirtieth (30th) day of June, 1990.
- (b) In the event negotiations extend beyond the expiration date of this Agreement, the terms and provisions of this Agreement may, by mutual consent, remain in full force and effect, pending agreement upon a new contract.
 - (c) Negotiations shall begin thirty (30) days prior to ending of Contract date.

ARTICLE 38. PART TIME EMPLOYEES

According to the stipulations set down by Chief Trombley, Clay Township Police Department that there will be no violations of the command contract by the part time officers, that they will be used for vacations, extra help, or extended sicknesses, not involving overtime. This understanding will maintain until the Department is brought back up to its manpower.

WAGE SCHEDULE

Rank:	87/88	88/89	89/90
Sergeant	\$25,846.77	\$26,751.41	\$27,620.83
Corporal	\$24,671.18	\$25,534.67	\$26,364.55

Wage rates retroactive to July 1, 1987.

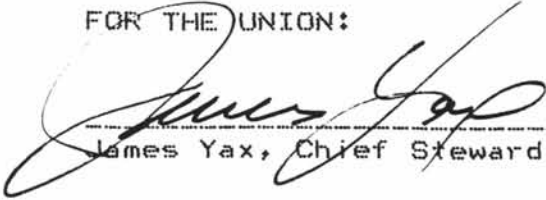
Management further provides as a one time consideration for years of service an amount of \$50.00 per year of service during which no FEDIC plan was available. Sargent Yax would be eligible for a one time payment of \$600.00. Corporal Rummel would be eligible for a one time payment of \$500.00. You would have the option of a cash payment or having it put into the FEDIC. This becomes effective on July 1, 1988.

*****IT IS HEREBY AGREED AND UNDERSTOOD BY BOTH THE COMMAND UNIT AND MANAGEMENT THAT, IN THE EVENT THAT THE LONG TERM DISABILITY INSURANCE PROVISION CANNOT BE IMPLEMENTED, BECAUSE THE FULL ENROLLEMENT PROVISION OF THE PROGRAM CANNOT BE MET, AN ALTERNATIVE BARGAINING VALUE MAY BE SUBSTITUTED WHICH IS AGREEABLE TO BOTH PARTIES TO THIS AGREEMENT.

F

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____, 1988.

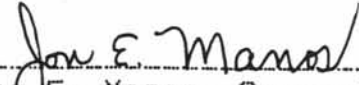
FOR THE UNION:


James Yax, Chief Steward

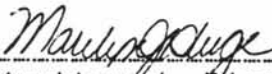
Brian Smith, Labor Council
Michigan Fraternal Order of Police

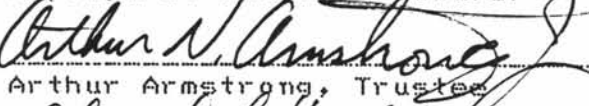
 FIELD REPRESENTATIVE

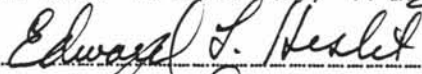
FOR CLAY TOWNSHIP:



Jon E. Manos, Supervisor


Theresa S. Malik, Clerk


Marilyn J. Bluge, Treasurer


Arthur Armstrong, Trustee


Edward Heslet, Trustee


Nick Sarzynski, Trustee


Scott Jacques, Trustee