

6/30/89

A G R E E M E N T

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T O W N S H I P O F C L A Y

and

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

(Police Dispatchers)

JULY 1, 1987

JUNE 30, 1989

Clay Township

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT between

CLAY TOWNSHIP

and

LARGE COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

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AGREEMENT between

CLAY TOWNSHIP

and

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

THIS AGREEMENT, made and entered into this _____ day of _____, and between Clay Township hereinafter termed the Employer, and the Labor Council Michigan Fraternal Order of Police, hereinafter called the Union.

ARTICLE I. PURPOSE AND INTENT

SECTION 1. 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.

SECTION 2. 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.

SECTION 3. To those ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representative of all levels and among all employees.

ARTICLE II. UNION RECOGNITION

SECTION 1. Clay Township recognizes the union as the exclusive bargaining representative of all full and part time Dispatchers of Clay Township Police Department, excluding the Chief of Police and all other Township employees as certified in Michigan Employment Relations Commission Certification of Representative Case No. R83 B-27 for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

SECTION 2. In the event the union desires to represent additional employees of the Township, in appropriate units, it shall demonstrate its majority status in such additional appropriate units through a representation petition and election under the auspices of the Michigan Employment Relations Commission.

ARTICLE III. WAGES AND FRINGE BENEFITS

SECTION 1. Attached hereto, and marked Schedule "A", is a schedule showing the classifications and wage rates of the employees covered by this Agreement. said Schedule "A" further sets forth other details of employment. It is mutually agreed that said Schedule "A" and the contents therein shall constitute a part of this Agreement.

SECTION 2. Attached hereto, and marked Schedule "B", is a schedule showing fringe benefits of the employees covered by this Agreement. It is mutually agreed that said Schedule "B" and the contents therein shall constitute a part of this Agreement.

ARTICLE IV. AGENCY SHOP

SECTION 1. The terms of this Agreement shall apply to all employees in the Bargaining unit.

SECTION 2. Present employees who are members of the Union on the effective date of this Agreement and others who may subsequently join the Bargaining Unit and become members of the Union shall remain members of the Union in good standing as a condition of continued employment. An employee who fails to comply with this requirement within thirty-one (31) days shall be discharged by the Employer, provided the Union has notified the Employer by Certified Letter addressed to his address as last known on Clay Township Police Department Personnel Records, spelling out that he is delinquent, to payment of dues, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he will be reported to the Township for termination from Employment.

SECTION 3. The Union must furnish the Township with written proof that the foregoing procedure has been followed and must supply the Township with a written demand before the employee will be discharged for failure to conform to the provisions of this Article.

ARTICLE V. UNION DUE

SECTION 1. Clay Township agrees to deduct from the pay of each employee all regular dues of the Labor Council Fraternal Order of Police and pay such amount deducted to said Union for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payment to the Union. During the life of this Agreement, the Employer agrees to deduct Union dues from the third pay of each month of each employee who submits a properly prepared authorization for check-off of dues form to the payroll departments. Clay Township shall be entitled to rely solely upon the information appearing on this form. Deductions shall begin the month after the form is received but shall not supercede any legally required deduction nor be required if the employee's pay is less than the amount of the dues.

SECTION 2. Deductions for each calendar month shall be remitted to the Labor Council Michigan Fraternal Order of Police, 6735 Telegraph Road, Suite 395, Birmingham, Michigan, 48010 with an accompanying list of employees from whom payroll deductions were made within two (2) weeks after the payroll deduction of each month.

SECTION 3. The Employer shall continue deductions in accordance with the provisions noted above until termination of employment of the employee, or transfer of the employee out of the unit, whichever occurs first.

SECTION 4. If, for any reason, the Employer fails to make the proper deduction for any employee as provided in this Article, it shall make the proper correction for the employee's next pay in which said deduction is normally deducted after the error has been called to its attention by the employee or the Union.

SECTION 5. The Union agrees to indemnify and save the Township harmless against any and all claims, suits, or other forms of liability arising out of its deductions from an employee's pay of Union dues or collective bargaining services.

SECTION 6. Dues Checkoff Card. I hereby request and authorize to be deducted from my wages hereafter earned while in your employ, a labor representation fee of \$21.00 per month, or an amount authorized in writing by our Local Unit President and/or Treasurer, to the Treasurer of the Local Unit of Government.

The amount deducted for the labor fee shall be paid to the Labor Council Michigan Fraternal Order of Police, located at 6735 Telegraph Road, Suite 395, Birmingham, Michigan, 48010.

(Print) Last Name First Name Middle Initial

Address City State Zip

Social Security Number Signature Date

ARTICLE VI. 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 VII. MANAGEMENT RIGHTS

Clay Township, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the Constitution of the United States and any modifications made thereto, and further, any resolution passed by the Township elected or appointed officials except those that would be contrary to the provisions of this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in Clay Township, including, but without limiting the generality of the foregoing, the right to manage its affairs, including but not limited to, the right to plan, direct, and control its operations; to determine the location of its facilities; to decide the business hours of its establishments; to decide the types of services it shall provide, including the scheduling and means of providing such services; to study and/or introduce new or improved methods, equipment or facilities; to maintain order and efficiency in its departments and operations; to promulgate reasonable work rules; to discipline and discharge employees for just cause; to hire, layoff, assign, transfer, to determine the number of hours to be worked; the number and make up the work force; to determine the qualifications of its employees and standards of workmanship; and to determine the construction of new facilities or improvement of existing facilities.

ARTICLE VIII: NO STRIKE-NO LOCKOUT

SECTION 1. The Township will not lockout employees during the term of this Agreement.

SECTION 2. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining Unit take part in any strike, sit-down, stay-ins or slowdown in any department of the Township, during the term of this Agreement. In the event of a work stoppage, other curtailments of services, picketing, or patrolling, the Township shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

SECTION 3. In the event of a work stoppage, during the term of this Agreement, the Union by its officers, agent, and union representative shall immediately declare such work stoppage or other curtailment to be illegal and unauthorized. The Township shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

ARTICLE IX. GRIEVANCE PROCEDURE

SECTION 1. A grievance is a complaint by an employee that this Agreement has been violated, misapplied, or misinterpreted.

SECTION 2. 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.

SECTION 3. The Employer will answer in writing any grievance presented to it in writing by the Union.

SECTION 4. 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 five (5) 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. 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 any time before it is heard by the arbitrator.

ARTICLE X. COST OF ARBITRATION

SECTION 1. The fees and expenses of the Arbitrator shall be shared equally by the Employer and Union.

SECTION 2. 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.

ARTICLE XI. DISCHARGE AND DISCIPLINE

SECTION 1. Notice of discharge or discipline. The Employer agrees promptly upon the discharge or discipline, excluding verbal warnings, of an employee to notify in writing the Chief Steward.

SECTION 2. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with a steward and the Employer.

SECTION 3. 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 or 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 XII. SENIORITY

SECTION 1. Seniority is a period of continuous and unbroken employment as a Dispatcher with Clay Township, dating from the most recent hiring date.

SECTION 2. A Dispatcher's seniority shall be defined for purposes of this Agreement to mean the length of an employee's continuous service with the Township as a Dispatcher after the employee has completed the probationary period. Upon the completion of a one hundred eighty (180) day probationary period, employees shall be placed on the seniority list as of the first day worked in that classification. In the event more than one employee in the classification of Dispatcher has the same first day worked, then seniority will be determined alphabetically based on the employee's last name.

SECTION 3. Clay Township shall provide the Union with a complete seniority list, and it shall be brought up to date annually.

ARTICLE XIII. LAYOFF AND RECALL

SECTION 1. In the event Clay Township elects to lay off employees, the employees shall be laid off according to their seniority. Recall shall be in reverse order.

SECTION 2. During layoff, neither wages nor fringe benefits will be paid or accrued. Upon recall the employee's seniority date shall be the same as at the time he was laid off.

SECTION 3. 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 XIV. LOSS OF SENIORITY

An employee shall lose seniority for the following reasons:

- Resignation
- Discharge
- Retirement
- The employee is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. 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.
- Failure to return to work within three (3) working days at the expiration of an approved leave of absence.
- Failure to return to work within five (5) working days after notice of the recall from layoff.
- An employee is continuously unemployed as an employee of the Bargaining Unit for twelve (12) months.
- The employee is off work for two (2) consecutive years because of medical reasons.

ARTICLE XV. PROBATIONARY EMPLOYEES

SECTION 1. All new hired or rehired Dispatchers shall serve a probationary period of one hundred eighty (180) days, uninterrupted by any type of service break, during which time they will be termed "probationary employees."

SECTION 2. Probationary employees' service with the Township may be terminated at any time by the Township in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

SECTION 3. During the probationary period an employee shall not be eligible for employee benefits unless expressly provided otherwise in this Agreement. After an employee has successfully completed his probationary period of employment, he shall become a regular seniority employee and his seniority shall start as hereinbefore provided.

SECTION 4. All probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force, and there shall be no requirement for the Township to rehire.

SECTION 5. 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 II of this Agreement. The Employer shall have the right to discipline and discharge probationary employees and such action shall be at 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 XVI. STEWARD

SECTION 1. There will be one (1) Chief Steward chosen from among employees within the Bargaining Unit in a manner to be determined by the Union. There will be one (1) Alternate Steward chosen from among employees within the Bargaining Unit in a manner to be determined by the Union.

SECTION 2. The Chief Steward shall represent the employees and shall be authorized to resolve grievances and other employee matters regarding the implementation of this Agreement on behalf of such employees in any step of the grievance procedure provided herein.

SECTION 3. The Alternate Steward shall represent the employees and shall be authorized to resolve grievances and other employee matters regarding the implementation of this Agreement on behalf of such employees in any step of the grievance procedure provided herein only when specifically instructed by the Chief Steward or, in his absence, the Union Field Representative.

SECTION 4. The Union shall designate to Clay Township, in writing, the identities of the Chief Steward and the Alternate Steward. And the Township shall not be required to recognize or deal with any employee other than the two (2) so designated.

SECTION 5. During regular working hours, the Chief Steward and/or the Alternate Steward shall be permitted reasonable time to investigate, present and process grievances on Township property without loss of wages or benefits. A Representative of the Labor Council Michigan Fraternal Order of Police shall have reasonable access to the premises of the Township at any time during working hours to conduct business relating to administration of this Agreement including the right to initiate a grievance. Provided, however, advance notice of any desired meeting and prior authorization from the Township Supervisor or designated representative shall be secured before entering a work area. The Township Supervisor shall make reasonable arrangements regarding the time and place.

SECTION 6. 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 Dispatcher's job in the Police Department which he can perform. He shall be recalled to work in the event of a layoff on the first open job as a Dispatcher in the Police Department.

ARTICLE XVII. SPECIAL CONFERENCES

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 (2) 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 another representative designated by the Union.

ARTICLE XVIII. MECHANICS OF OVERTIME

SECTION 1. The mechanics of overtime are as follows (See Settlement Agreement, letter attached):

1. Overtime work shall be distributed among all Dispatchers, regardless of their shift.
2. The Dispatcher with the least amount of accumulated overtime hours charged refuses the overtime work, said Dispatcher will be charged on the overtime list as if he had worked the overtime hours.

3. If the Dispatcher with the least amount of accumulated overtime hours charged refuses the overtime work, said Dispatcher will be charged on the overtime list as if he had worked the overtime hours.
4. If the Dispatcher first called refuses or is not available for the overtime work, the next lowest Dispatcher on the overtime list will be offered the overtime work.
5. If said Dispatcher refuses the overtime work, he will be charged on the overtime list as if he had worked.
6. The same mechanism will be followed until the list has been exhausted.
7. If all of the Dispatchers refuse the overtime work, the lowest Dispatcher on the overtime list who is available will be ordered in to work the overtime.
8. If the Dispatcher is not available to accept the overtime opportunity, he will not be charged on the overtime list.

SECTION 2. The above mechanics of overtime will not preclude the Township from ordering daily overtime in emergency situations, or the continuation of an assignment.

SECTION 3. Dispatchers on sick leave will be placed as follows (See Settlement Agreement, letter attached):

1. 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.
2. If the member of the Bargaining Unit requests a sick leave the following day, he may again be replaced by a member of the Bargaining Unit.
3. If the member of the Bargaining Unit requests a sick leave the following day, that is the third (3rd) 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 a Bargaining Unit who requests a sick leave.

SECTION 4. Replacements for Dispatchers on a scheduled vacation are as follows (See Settlement Agreement, letter attached):

1. When a "vacation schedule" is posted two (2) weeks before the "regular work schedule" is posted, the Dispatchers, who are not scheduled for vacation, may indicate which vacated days they desire to be scheduled.

2. The Dispatchers will have seventy-two (72) hours to indicate their preferences.
3. These vacated days not selected by Dispatchers will be worked by Reserves.
4. If a Reserve does not fill the vacated days, then the Dispatcher with the lowest amount of overtime will be scheduled to work the vacated days.
5. If a Dispatcher who is scheduled to fill a vacated day calls in sick, he will be replaced with a Reserve.

SECTION 5. Time and one-half will be paid for all hours worked over eight (8) hours or regular work shift.

ARTICLE XIX. SHIFT TRADES

SECTION 1. Employees may trade shifts providing eight (8) hours notice is given to the Chief of Police or, in his absence, any officer in-charge of a shift.

SECTION 2. The trade shall be mutually agreeable to the employees involved, no overtime is involved and the trade is not detrimental health, safety or welfare of the citizens of the Township.

ARTICLE XXIV. TERMINATION

SECTION 1. This Agreement shall be in full force and effect from July 1, 1987 to an including June 30, 1989, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to date of expiration.

SECTION 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 1987, or of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful recourse to support their request for revisions if the parties fail to agree thereon.

AGREEMENT between

CLAY TOWNSHIP

and

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

SCHEDULE A

WAGES, COURT TIME, CALL-IN TIME, UNIFORM ALLOWANCE

ARTICLE I. WAGES

The foregoing wage rates are computed on an hourly basis and are not to be construed as salary.

SECTION 1. Dispatcher Wages

Effective Date:	July 1, 1987	July 1, 1988
Hourly	\$ 6.58	\$ 6.79
Weekly	\$ 263.20	\$ 271.60
Yearly	\$13,686.40	\$14,123.20
Shift Premium		
	July 1, 1987	July 1, 1988
Afternoons	\$.24	\$.25
Midnights	\$.27	\$.28

SECTION 2. Wage Scale - New Hires

	July 1, 1987	July 1, 1988
Hourly	\$ 5.50 (0-6 Months)	\$ 5.75 (0-6 Months)
Weekly	\$ 220.00	\$ 230.00
Yearly	\$11,440.00	\$11,960.00
Hourly	\$ 5.80 (6-12 Months)	\$ 6.00 (6-12 Months)
Weekly	\$ 232.00	\$ 240.00
Yearly	\$12,064.00	\$12,480.00

SECTION 3. Dispatcher/Matron/Clerk Wages
Based on a thirty-five (35) hour work week.

Effective Date:	July 1, 1987	July 1, 1988
Hourly	\$ 8.67	\$ 8.93
Weekly	\$ 303.45	\$ 312.55
Yearly	\$15,779.40	\$16,252.60

ARTICLE II. COURT TIME

SECTION 1. An employee scheduled to appear in court during off-duty hours shall be compensated at a rate of not less than (3) three hours at one and one-half (1-1/2) times the hourly rate of said employee. For periods of time exceeding three (3) hours in court, the employee shall be compensated in the same specified manner.

SECTION 2. An employee must turn in an "Overtime Form" for compensation under this article.

ARTICLE III. CALL-IN TIME

An employee called back to duty during unscheduled periods, shall be compensated a minimum of three (3) hours at one and one-half (1-1/2) times the hourly rate of said employee, provided the employee is not returned to perform a duty he should have performed during his tour of duty.

ARTICLE IV: UNIFORM ALLOWANCE

Each member of the Bargaining Unit shall be entitled to a uniform allowance, subject to Departmental approval, in the amount of \$250.00. The List of articles covered by the allowance is as follows:

Collar Pins

Leather Belts

Name Tag

Pants

Shirts (winter and summer)

Shoes

Tie Clip

Ties

Effective July 1, 1987, the uniform allowance shall be increased by \$50.00 and shall then be \$300.00.

AGREEMENT between

CLAY TOWNSHIP

and

LABOR COUNCIL MICHIGAN INTERNATIONAL ORDER OF POLICE

SCHEDULE B

BENEFITS

ARTICLE I. COMPUTATION OF BENEFITS

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

ARTICLE II. VACATIONS

SECTION 1. An employee is entitled to a vacation based on the employee's length of service and number of weeks worked in the preceding qualifying year.

SECTION 2. An employee will earn credits toward vacation with pay in accordance with the following schedule:

Years of Service	Vacation Days
1	5
2	10
5	15
10	20

SECTION 3. 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 Dispatcher must reschedule the vacation within nine (9) months or forfeit the vacation.

SECTION 4. Vacations will be based on the Township Fiscal Year July 1 through June 30.

SECTION 5. The employee's anniversary date is the employee's vacation eligibility date.

ARTICLE III. HOLIDAY PROVISIONS

SECTION 1. The holidays are designated as:

Easter	Christmas Eve
Memorial Day	Christmas Day
July Fourth	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	

SECTION 2. Only employees who actually work the holidays designated above in this agreement will receive pay for said day. In addition to the regular pay, employees while working a designated holiday as stated above will receive said pay at straight time plus regular pay.

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 straight time.

An employee who works over into another shift shall receive holiday pay for original shift only.

SECTION 3. To be eligible to receive pay for designated holidays, the employee must work their scheduled work day before the holiday and their scheduled work day after the holiday.

ARTICLE IV. INSURANCE COVERAGE

TYPE	COVERAGE
Hospital/Medical	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 employee's hospitalization.

TYPE

COVERAGE

Dental	After ninety (90) days of employment, each seniority Dispatcher and his family will be covered by the 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 Dispatcher and his family to be covered by an optical plan equivalent to Co-op Optical Plan and the cost to be paid by the Township.
Life	After ninety (90) days of employment, employees shall be provided a \$15,000.00 Life, accidental death and dismemberment policy, and full cost of which shall be paid by the Township. The insurance shall continue so long as the employee remains on payroll.
Short-Term Disability	After 90 days of employment, employees shall be provided with a STD insurance policy. This is for non-duty related illness or sickness - 1st day accident - 8th day illness. Pays 66-2/3% of gross salary.

ARTICLE V. WORKERS' COMPENSATION

Each employee will be covered by the applicable Workers' Compensation laws.

ARTICLE VI. LEAVES OF ABSENCE

SECTION 1. An employee desiring a leave of absence must secure written permission from the Township Supervisor. The maximum leave of absence shall be for thirty (30) days and may be extended at the discretion of the Township.

SECTION 2. Only a full time seniority employee who has worked continuously as a member of the Bargaining Unit for one (1) year or more shall be granted a leave of absence.

SECTION 3. An employee on a leave of absence shall not accrue vacation credits.

SECTION 4. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to an employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business provided five (5) days written notice is given to the Township Supervisor by the Union, specifying the length of time off and the Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees and the necessity of scheduling overtime.

SECTION 5. 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. The anticipated length of time of the leaves shall be specified by the employee's doctor.

SECTION 6. All non-medical 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. All personal business leaves of absence shall be subject to whatever documentary evidence the Township Supervisor shall require.

SECTION 7. A personal leave may not commence or end upon the following days:

The day before or the day following a holiday.

The day preceding or the day following a vacation.

SECTION 9. Time absent on leave shall not be counted as time at work for any purpose except for length of service.

SECTION 10. An employee using leave of absence as a subterfuge shall forfeit his job.

SECTION 11. An employee shall not accept employment elsewhere while on leave of absence without written permission of the Township Supervisor. Failure to comply with this provision may result in disciplinary action up to and including discharge.

SECTION 12. An Employee shall be allowed three (3) working days off with no loss in pay, seniority or other benefits of any kind, for a death in his immediate family. Immediate family is defined to include: 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 Police Department shall be allowed one (1) working day off with no loss in pay, seniority or other benefit of any kind. Funeral leave absence may, upon approval of the Chief of police be extended with or without pay.

ARTICLE VII. PERSONAL SAFETY EQUIPMENT

A flashlight and a second chance vest will be kept available in the dispatch area at all times.

ARTICLE VIII. BULLETIN BOARDS

The Employer will provide a bulletin board in the Booking/General Purpose Room only, which may be used by the Union for posting notices of the following types:

- Recreational and social events.
- Elections.
- Results of elections.
- Meetings.

ARTICLE IX. PAY ADVANCE

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.

ARTICLE X. PERSONAL LEAVE DAYS

After completing their probationary period each employee shall receive two (2) personal leave days, per year, with pay. Personal leave days shall be used for occasions when an employee must take time off on a scheduled work day for necessary personal reasons.

ARTICLE XI. SICK LEAVE DAYS

SECTION 1. An employee shall earn sick leave as follows:

First Contract Year	Twelve (12) Days
Second Contract Year	Twelve (12) Days

SECTION 2. Sick leave shall be defined as an authorized absence from duty with pay for reason of illness of the employee.

SECTION 3. Employees shall earn paid sick leave days at the rate of one (1) per month.

SECTION 4. No probationary employee or part-time employee shall be eligible for a paid sick leave.

SECTION 5. After the accumulation of one hundred (100) days sick leave, an employee may use one-half (1/2) of the accrued, but not used sick time in excess of one hundred (100) days for vacation, or receive pay for one-half (1/2) of the accrued, but unused, sick time in excess of one hundred (100) days. The employee will be responsible for notifying the Township if he/she wishes to exercise the pay option at least thirty (30) days prior to the first pay in July of each year.

SECTION 6. A certificate from a physician or from the Health Department may be required as evidence of an employees illness before compensation for the period of the illness is allowed.

SECTION 7. An employee who has exhausted his sick leave days may convert vacation days, as needed, to sick days.

MEMORANDUM

AND

AGREEMENT

BETWEEN

THE TOWNSHIP OF CLAY

AND

LARGE COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

The Employer and the Union AGREE that for the purpose of administering the collective bargaining agreement the following provisions shall apply:

1. The Dispatcher/Clerk/Matron will continue to perform the work of Matron in addition, to the duties of Dispatcher.
2. The Dispatcher/Clerk/Matron will continue to work on the day shift with the following schedule:
 - a. The normal work schedule of the Dispatcher/Clerk/Matron will be Monday through Friday with Saturday and Sunday as regular days off.
 - b. The normal hours of work will be 8:00 a.m. to 4:00 P.M.
 - c. The lunch period will be for one (1) hour without pay.
 - d. The Dispatcher/Clerk/Matron will be required to work four (4) hours on Good Friday.
 - e. The Dispatcher/Clerk/Matron will not be required to work designated holidays. If holidays fall on Saturday or Sunday, no additional time off will be given.
3. Dispatchers will not be required as part of their job responsibilities to perform tasks with prisoners such as fingerprinting, removing designated wearing apparel, etc.

MEMORANDUM

AND

AGREEMENT

BETWEEN

THE TOWNSHIP OF CLAY

AND

LARGE COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

The Employer and the Union AGREE that for the purpose of administering the collective bargaining agreement, dated July 1, 1987 the following schedule will be utilized by the Dispatchers of Clay Township.

CLAY TOWNSHIP

FOUR WEEK SCHEDULE
Dispatchers

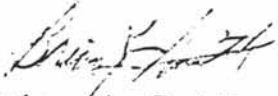
7-1-87

EMPLOYEE	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	SU	M	TU	W	TH	F	SA	
A	X	X	3	3	3	3	3	3	X	X	3	3	3	3	3	3	X	X	1	1	1	1	3	3	X	X	1	1	
B	1	1	1	1	X	X	1	1	1	1	1	1	X	X	X	X	3	3	3	3	3	3	X	X	3	3	3	3	
C	3	3	X	X	1	1	2	2	3	3	X	X	1	1	1	1	1	1	X	X	1	1	1	1	1	1	1	X	X
	2													2	2														2
D	Monday through Friday - 8:00 a.m. to 4:00 p.m.																												

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 14th day of Sept. , 1987.

FOR THE UNION

John Castiglione
Chief Steward


Brian J. Smith
Field Representative
Labor Council Michigan
Fraternal Order of Police


FOR THE TOWNSHIP


Jon E. Manor
Supervisor

Theresa S. Maick
Clerk


Maurice Dug
Treasurer


Edward L. Kestel
Trustee


Arthur M. Christensen
Trustee


Nicholas Sarzynski
Trustee


Scott J. Yacuzzi