

6/30/94

AGREEMENT
between
CLAY TOWNSHIP
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN
(Patrol)

Effective Dates: July 1, 1991 to June 30, 1994

Clay Township

CLAY TOWNSHIP - P. O. A. M. LABOR AGREEMENT
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AGREEMENT

This Agreement entered into on this _____ between Clay Township, hereinafter referred to as the "Employer", and Police Officers Association of Michigan, hereinafter referred to as the "Union".

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment for the Clay/Algonac Police Department and to promote orderly and peaceful labor relations with the mutual interest of the employer, Clay Township, the employees and the Union.

The parties recognize that the interest of the communities of Clay Township and the City of Algonac and the job security of the employees depend on the employer's success in establishing a proper service to the communities of Clay Township and the City of Algonac.

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 Police Officers Association of Michigan 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.

(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 Police Officers Association of Michigan, 28815 W. Eight Mile Rd., Suite 103 Livonia, MI 48152

(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 Police Officers Association of Michigan 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 Police Officers Association of Michigan, 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 Police Officers Association of Michigan 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 may discuss the grievance with the steward.
- (b) The steward or grievant shall discuss the grievance with the Chief of Police within fifteen (15) days of its occurrence.
- (c) If the grievance is not disposed of within fifteen (15) days, it shall be submitted in written form to the Chief of Police within the next fifteen (15) days.
- (d) The Chief of Police shall answer the grievance in writing within fifteen (15) days.
- STEP 2. (a) If the grievance has not been settled, it shall be presented in writing to the Township Supervisor within fifteen (15) 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 fifteen (15) 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 fifteen (15) calendar days from the final action taken on such grievance under the last step in the grievance procedure.
- (b) The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within fifteen (15) 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 fifteen (15) days after receipt of such pay.
 - (h) 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.
 - (i) The Police Officers Association of Michigan is authorized to withdraw or settle with the Township any grievance filed in accordance with the Agreement at any time before it is heard by the arbitrator.
 - (j) 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.
 - (k) 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 Police Officers Association of Michigan Representative is filed within fifteen (15) working days of the disciplinary action. The Employer will review the discharge of discipline and give its answer within fifteen (15) 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.

(c) That employees of the City of Algonac who became employees of the Clay/Algonac Police Department pursuant to MCLA 124.531 et seq are afforded seniority for the purpose of this contract from the date of their hire at the City of Algonac and pursuant to the statutory provisions of MCLA 124.531 except that in the event of a dissolution of the Intergovernmental Police Services Agreement between the City of Algonac and the Township of Clay the Algonac Police Officers hired pursuant to said agreement shall be laid off prior to the lay off of any Clay Officer who had been prior to the effective date of the Intergovernmental Police Services Agreement in the employment of Clay Township.

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.
- (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 the position of detective or corporal, 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. 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 20. MECHANICS OF OVERTIME

(a) Overtime work shall be distributed among all employees. The employee who is scheduled off and has the least amount of accumulated overtime hours on the overtime rotation list, shall be offered the overtime first, if refused he/she will be charged with the overtime hours just as if worked. Then the employee with the next lowest hours shall be offered the overtime, this same procedure shall be followed until the overtime is accepted or the list is exhausted. Should all refuse, the employee's already working shall be allowed to split the overtime hours, first choice going to the officer with the lowest overtime accumulated hours on the overtime rotation list, if these employees refuse the overtime they will be charged if worked should all refuse, see * last paragraph section (a).

NOTE: AT NO TIME WILL ANY OFFICERS BE ALLOWED TO WORK MORE THAN EIGHTEEN (18) HOURS.

Scheduled Off as referred to in the above procedure shall mean, that period of time which provides a minimum of eight (8) hours off preceding the available overtime and eight (8) hours off immediately following the conclusion of the available overtime.

*This procedure does not preclude the employer from ordering daily overtime in emergency situations or overtime required for the continuation of an assignment. If an employee is not available to accept the overtime, he will not be charged with the time on the list.

(b) When a member of the bargaining unit requests a one day sick leave it is management's discretion as to staffing as to whether or not a replacement is required. If management makes the determination that a replacement is required then the first day in which the requesting member of the bargaining unit is off, he shall be replaced with another member of the bargaining unit. If the member of the bargaining unit requests a sick leave the following day and management makes the determination within its discretion that a replacement is required, he shall 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, and if management decides at its discretion that a replacement is necessary he shall be replaced at the discretion of the management by a member of the bargaining unit.

(c) Time and one half (1-1/2) shall be paid for all hours worked over the employee regular shift.

(d) New Employees shall be given the average accumulated overtime hours when they are placed on the overtime rotation list. The OVERTIME ACCUMULATION ROTATION LIST SHALL START JULY 1ST AND ACCUMULATE TILL JUNE 30TH AND RECYCLE ANNUALLY.

NOTE: It shall be the duty and responsibility of the shift supervisor or the OIC/shift to implement the mechanics of overtime procedure.

(e) Employees required to stand-by shall receive three (3) hours pay at straight time rate.

Employees who are called in shall receive a minimum of three (3) hours pay at time and one half (1-1/2) rate.

(f) Employees called back to work as a result of their incomplete or inaccurate work shall not be entitled to call-in-pay.

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-two (42) 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.

ARTICLE 22. SHIFT TRADES

Employees shall trade shifts providing twelve (12) 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) Regular work shift is a twelve (12) hour day - 84 hours bi-weekly, based upon a twenty-eight (28) day cycle.

(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.

(c) 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).

(d) Time taken off (vacation, sick, personal, etc) will be deducted at a the rate of a twelve (12) hour day, payoff of said benefits shall be construed to be at a rate of 66-2/3 percent.

(e) Members of the bargaining unit who are required to serve on jury duty shall be approved to be absent from work and shall receive their normal pay minus the difference of jury duty pay.

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. Educational leave.
3. 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 Police Officers Association of Michigan 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) Employees shall not accrue additional seniority benefits while on any leave of absence granted by the provisions of this Agreement.

(f) An employee will not accrue fringe benefits while on a leave of absence.

(g) 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.

(h) 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.

(i) 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 three (3) 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 seven (7) working days per each contract year.

(c) Extended sick Leaves requested due to illness after 3 days

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. 66-2/3% 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; 33-1.3% of the accumulated sick days shall be paid to an employee who terminates his or her employment before 20 years of service 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 at 66-2/3%. 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 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.

(i). Management will provide a Long-Term Disability Insurance coverage effective July 1, 1989. Disability income under this coverage will be equivalent to sixty-six and two-thirds (66-2/3%) percent of the individual's regular gross (pre-tax) wage. This coverage will begin after twenty-six continuous weeks of disability.

(j) Any employee because of working related disability or because of illness or accident which is not compensable under the Workmen's Compensation law and is physically unable to report for work and has exhausted any means of vacation and/or sick back compensation from the

employer, shall be granted an automatic leave of absence for a period up to six (6) months, provided he promptly notifies further that he supplies the employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the employer. Any additional leave of absence may only be granted at the discretion of the Township Board for a period not to exceed one (1) year from the date of the original disability.

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 restrictions 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; providing that an employee may return sooner upon her written request accompanied by a written statement from her physician stating that 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.

(g) To the extent that any of the above stated provisions of "Maternity Leave" are superseded by mandated State or Federal Laws, said provisions are modified to be read in accordance with said mandated State or Federal provisions regarding "Maternity Leave".

Section 4: 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, mother-in-law, father-in-law and grandparents. 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) Employees who work the above designated holidays (shift begins on holiday) shall receive an additional day's pay over the regular pay.

(c) Effective 7/1/92 all employees shall receive a lump sum payment for nine holidays earned payable on June 1, of each contract year.

(d) An employee who is called in on his day off or vacation shall receive his overtime pay for twelve (12) hours and his Holiday pay at twelve (12) 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 twelve 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.

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.

(c) any unused vacation to be paid off at 66-2/3%, carried over or to be banked in personal sick back at a full day at each individuals request. It will be the officers responsibility to notify management on the way unused vacation is to be handled two (2) weeks prior to July 1st of each contract year. If no said notification is given then the officer will be paid off for said unused vacation in compliance with this provision. Limit vacation carry-forward, one half of earned vacation must be taken for remainder to be banked. No more than forty-two (42) days allowed in one year for vacation. Vacations will be selected on a seniority basis. Vacations will be selected on a seniority basis and employees shall select in January vacation period from January to June and again in June for the balance of the calendar year.

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.

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 July 1, each year.

ARTICLE 29. HOSPITALIZATION MEDICAL COVERAGE

Beginning the first of the month following 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
- D45NM 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 Four Hundred Fifty (\$450.00) 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.

Damage of personal items which occurs during the line of duty and for which the damage is verified and repaired or replaced shall be reimbursed. However, total reimbursement obligation of the Township is limited to \$100.00 per occurrence. If the employee recovers for the

loss under an insurance benefit he shall reimburse the amount paid by the Township.

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

Effective July 1, 1991 longevity is no longer in effect.

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.

ARTICLE 35. PENSION

Effective November 1, 1989, all eligible patrol officers shall be enrolled in the Michigan Municipal Employee's Retirement System under the plan benefit C-1 New, FAC 3, with F55 (20 years of service) created by Public Act No. 427 of Public Acts of 1984 as amended. The Plan will provide for past years of service only for those employees who are current full time patrol officers on November 1, 1989. No former members not employed as full time patrol officers as of November 1, 1989 shall be considered for entitlement to past years of service benefits.

The employer contribution is determined by the yearly audit of the Michigan Municipal Employee's Retirement System. The employee contribution to the Michigan Municipal Employee's Retirement System shall be 2%.

Management will agree if the employees elect to upgrade their pension from C1-New to any other MERS plan, it is understood that the cost of the upgrade of the pension program will be born by the employees and not the employer.

The employees agree to upgrade to the B-2, FAC-3, F55-20 MERS Benefit Plan with an employee contribution rate of 4.8% effective January 1, 1993 with a letter of understanding to follow explaining the individual employees right to purchase of upgraded past years of service and past military and other municipal time.

ARTICLE 35A: DEFERRED COMPENSATION.

Clay Township shall not contribute to a Deferred Compensation plan but it is understood and agreed to the extent that employees who are qualified may participate in a deferred compensation plan with Equitable Life Insurance Society of the United States Pension Fund or one other plan which may be provided at the employers discretion.

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, 1991 and shall remain in full force and effect up to and including the thirtieth (30th) day of June, 1994.

(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 sixty (60) 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 patrolman 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.

ARTICLE 39. MANAGEMENT RIGHTS

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

(b) 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 the Township including the generality of the foregoing, the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials and equipment to be used, and the discontinuance of any or all services, materials or methods of operation; (b) to introduce new equipment, methods, processes, change or eliminate existing equipment, decide on materials, supplies and equipment to be purchased; (c) to construct new facilities or improve existing facilities; (d) to determine the number of locations and type of facilities and installations; (e) to determine the size of the work force; (f) to hire, assign and lay off employees; (g) to direct the work force, assign work and determine the

number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification within the bargaining unit; (i) to establish work schedules, including overtime work, as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety; (j) to discipline, demote, suspend, and discharge employees for just cause; (k) to adopt, revise and enforce working rules and carry out cost and general improvement programs; (l) to transfer and promote employees from one classification, department or shift to another within the bargaining unit; (m) to select employees for positions and to determine the qualifications and competency of employees to perform available work; (n) to control the Department budget; (o) to evaluate the performance of employees in their duties; and (p) to take whatever reasonable action necessary in emergencies in order to assure proper functioning of the Department.

(c) Nothing in this agreement shall be construed to limit or impair the right of the employer to exercise its own discretion in the management and direction of police reserve officers although they will be prescheduled on a monthly basis.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 3rd day of Aug., 1992.

FOR THE UNION:

Dennis L. Schaible
Dennis Schaible, Chief Steward

Gordon Evans
Gordon Evans, Police Officers Association of Michigan

FOR CLAY TOWNSHIP:

Jon E. Manos
Jon E. Manos, Supervisor

Theresa S. Malik
Theresa S. Malik, Clerk

Marilyn D. Dluger
Marilyn D. Dluger, Treasurer

Arthur N. Armstrong
Arthur Armstrong, Trustee

Don Murphy
Don Murphy, Trustee

James Miller
James Miller, Trustee

Patricia M. Sharrow
Patricia Sharrow, Trustee

PROPOSED WAGE SCHEDULE FOR PATROL CONTRACT

July 1, 1991 to December 31, 1992

0 - 6 months:	\$10.553/hr.	(\$23,047.96 yr.)
7 - 12 months:	11.489/hr.	(\$25,091.98 yr.)
13 - 24 months	12.423/hr.	(\$27,131.83 yr.)
25 - 60 months	13.584/hr.	(\$29,667.46 yr.)
61 & over	14.358/hr.	(\$31,357.87 yr.)

January 1, 1992 = June 30, 1992

0 - 6 months	\$10.870/hr	(\$23,740.08 yr.)
7 - 12 months	11.834/hr	(\$25,845.46 yr.)
13 - 24 months	12.795/hr	(\$27,944.28 yr.)
25 - 60 months	13.992/hr	(\$30,558.53 yr.)
61 & over	14.789/hr.	(\$32,299.18 yr.)

July 1, 1992 = December 31, 1992

0 - 6 months	\$11.196/hr.	(\$24,452.06 yr.)
7 - 12 months	12.189/hr.	(\$26,620.78 yr.)
13 - 24 months	13.179/hr.	(\$28,782.94 yr.)
25 - 60 months	14.412/hr.	(\$31,475.81 yr.)
61 & over	15.233/hr.	(\$33,268.87 yr.)

January 1, 1993 = June 30, 1993

0 - 6 months	\$11.532/hr.	(\$25,185.89 yr.)
7 - 12 months	12.554/hr.	(\$27,417.94 yr.)
13 - 24 months	13.575/hr.	(\$29,647.80 yr.)
25 - 60 months	14.844/hr.	(\$32,419.30 yr.)
61 & over	15.690/hr.	(\$34,266.96 yr.)

July 1, 1993 = December 31, 1993

0 - 6 months	\$11.878/hr.	(\$25,941.55 yr.)
7 - 12 months	12.931/hr.	(\$28,241.30 yr.)
13 - 24 months	13.982/hr.	(\$30,536.69 yr.)
25 - 60 months	15.289/hr.	(\$33,391.18 yr.)
61 & over	16.160/hr.	(\$35,293.44 yr.)

January 1, 1994 = June 30, 1994

0 - 6 months	\$12.234/hr.	(\$26,719.06 yr.)
7 - 12 months	13.319/hr.	(\$29,088.70 yr.)
13 - 24 months	14.401/hr.	(\$31,451.78 yr.)
25 - 60 months	15.748/hr.	(\$34,393.63 yr.)
61 & over	16.645/hr.	(\$36,352.68 yr.)

The wages are based on hourly the yearly figure is calculated at 2,184 hours per year based upon a 12 hour work shift. If the shifts were to return to 8 hours then the yearly would be calculated at 2,080 hours per year.

