

3/31/97

AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF CLINTON,
A MICHIGAN MUNICIPAL CORPORATION,
AND THE
CLINTON TOWNSHIP
POLICE COMMAND OFFICERS
ASSOCIATION

Clinton Township

Effective April 1, 1993 through March 31, 1997

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CONTRACT BETWEEN THE CHARTER TOWNSHIP OF CLINTON,
A MICHIGAN MUNICIPAL CORPORATION,
AND
CLINTON TOWNSHIP POLICE COMMAND OFFICERS ASSOCIATION

THIS AGREEMENT ENTERED into the 3rd day of December, 1995,
between the CHARTER TOWNSHIP OF CLINTON, a Michigan Municipal
Corporation, hereinafter referred to as the "Township" and the CLINTON
TOWNSHIP COMMAND OFFICERS ASSOCIATION, affiliated with Michigan Police
Officers Labor Council, hereinafter referred to as the "Union".

WITNESSETH:

WHEREAS, the parties hereto, in consideration of the mutual covenants
and agreements herein contained, do hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The general purpose of this Agreement is to set forth terms in
respect to rates of pay, wages, hours of employment, or other
conditions of employment, and to promote orderly and peaceful labor
relations for the mutual interest of the Charter Township of Clinton
in its capacity as Employer, the Employees, the Association, and the
citizens of the Charter Township of Clinton.

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

1.3 To these ends the Employer and the Association encourage to the
fullest degree, friendly and cooperative relations between their
respective representatives at all levels and among all employees.

ARTICLE 2

RECOGNITION

2.1 The Charter Township of Clinton recognizes the Michigan Police
Officers Labor Council as the sole and exclusive bargaining agent to
the extent permitted and required by Act 336 of the Public Acts

of the State of Michigan for 1965, as amended, for all officers holding the rank of Sergeant or Lieutenant.

2.2 The Township will not interfere with, discourage, restrain or coerce police officers in the Union of any lawful activities therein.

2.3 The Township will negotiate with the Union on items relating to rates of pay, wages, hours, conditions of employment and fringe benefits, including incentives for education.

2.4 It is agreed between the parties hereto that the cost of negotiation, execution, administration and enforcement of this Agreement is fairly reflective of an Employee's regular monthly membership dues that are paid by members of the Association and therefore, the parties adopt the philosophy of the "agency shop" principle in this Agreement.

2.5 All employees, therefore, within the bargaining unit shall sign a written authorization with the Township to have deducted from wages and paid to the Association, a sum equal to the monthly membership dues as shall from time to time be promulgated by the Union membership and published by the Officers. Employees who shall fail to comply with this requirement within thirty (30) days from the first date of their employment shall be discharged by the Township. The return of said deductions by the Township to the Association shall be made at a time agreeable to the parties hereto which shall be reasonable with the operations of the payroll department and the office of the Treasurer. Deducted dues shall be forwarded to the Police Officers Labor Council.

2.6 However, if at any time during the continuance of this Agreement, the "agency shop" principle as outlined above is declared illegal by any Court of Record in the State of Michigan, then and in that event, the Township may refuse to deduct such payroll deduction and any Employee who wishes to continue on a voluntary basis may, and the Township shall process such voluntary contribution.

ARTICLE 3

REPRESENTATION

3.1 The Association shall be represented in all negotiations by the President or his designated representative and a Committee of the Association not to exceed five (5). The Township shall negotiate with those representatives as herein provided.

3.2 If the Bargaining Committee of the Association so requires, the Department shall permit three (3) on-duty Officers to negotiate a working agreement without loss of benefits, upon approval of the Chief of Police, depending upon the manpower situation at the time.

3.3 Upon approval of the Chief of Police, depending upon the manpower situation at the time, two (2) members of the Association Executive

Board, in addition to the President of the Association, may be excused from duty for the business portion of the monthly Association meetings.

3.4 The President of the Association, or his alternate, shall be allowed time off without loss of benefits to conduct such Association business as is necessary, including his participation in grievance procedures; provided, however, for the regularly scheduled business, a forty-eight (48) hour notice shall be given to the Chief of Police and such notice shall be given as soon as possible for non-scheduled business.

3.5 The Association President, with the approval of the Police Chief, will be allowed to attend State and National Association Meetings and Conferences, not to exceed five (5) days per contract year, without loss of pay.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 The informal resolution of grievances is urged and encouraged to be resolved at the lowest possible level of supervision for which this grievance procedure is established. Whenever the words "fifteen" (15) days are used in this Article, they shall be defined to be fifteen (15) working days, exclusive of holidays, Saturdays and Sundays.

4.2 A grievance is defined as any difference that may arise between the parties relative to:

1. Any matter involving an alleged violation of any other provision of this Agreement or Act 78 of the Public Acts of the State of Michigan of 1935, as amended.
2. (a) Matters relating to rate of pay, wages, and/or hours of employment.
(b) Matters relating to the conditions of employment as set forth in this Contract.

4.3 Every Officer covered by this Agreement shall have the right to present grievances in accordance with the following procedures:

4.4 INTERNAL PROCEDURES

STEP 1. If either an Officer or the Union feels they or it have been aggrieved, they shall discuss the grievance with their immediate supervisor and the Local President or a designated representative of the Local President. If the grievance is not satisfactorily resolved in this manner, the Local President or a designated representative of the Local President shall file the grievance verbally or in writing within fifteen (15) days with the Officer's immediate Supervisor, or if not available,

to the next ranking officer in charge who shall answer the grievance in writing within fifteen (15) days of its receipt.

STEP 2. If a satisfactory settlement is not reached in Step 1, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step 1, the grievance shall be submitted in written form within fifteen (15) days to the Inspector for review if a uniformed officer is involved, or to the Deputy Chief if non-uniformed personnel are involved, who shall reply in writing within fifteen (15) days from receipt of the grievance.

STEP 3. If a satisfactory settlement is not reached in Step 2, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step 2, the grievance shall be submitted in written form within fifteen (15) days to the Chief of Police or his designee for review, who shall reply in writing within fifteen (15) days from receipt of the grievance. A meeting between the Chief of Police and the Association President or a designated representative of the Association President shall be held to discuss the grievance during and within the aforesaid fifteen (15) day period.

STEP 4. If a satisfactory settlement is not reached in Step 3, or a written answer is not submitted within the fifteen (15) day limit as prescribed in Step 3, the grievance shall be submitted in written form within fifteen (15) days to the Human Resources Director or his designee. By the Board's adoption of this Agreement, it acknowledges that the Human Resources Director can make the decision for the Board until such time as it is revoked.

The Human Resources Director shall meet with the Union representatives and any other parties needed within fifteen (15) days of the closing of the hearing.

If because of revocation the Board becomes part of this grievance procedure, then the Board shall render an opinion within forty-five (45) days from submittal to the Clerk.

STEP 5. Arbitration or an Act 78 Civil Service Hearing: If a satisfactory settlement is not reached in Step 4, or if the Human Resources Director does not meet with the Union within fifteen (15) days, or the written answer is not submitted within the fifteen (15) day limit as prescribed in Step 4, the moving party can either proceed to binding arbitration as set forth below or petition the Township Civil Service for a hearing; provided, however, that once the election is made by the moving party, they forfeit the right to withdraw that election and proceed on the other remedy.

4.5 ARBITRATION

- A. The party that requests arbitration of the unsettled grievance shall notify the other party in writing of such desire for arbitration. After a receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period that is mutually agreed upon, the moving party shall submit the matter to either the Michigan Employment Relations Commission (M.E.R.C.) or to the Federal Mediation and Conciliation Service (at the moving party's option) requesting that an arbitrator be selected with the assistance and under the rules of the respective arbitral service. Upon agreement of the parties, the arbitrator will mediate the dispute. If mediation does not result in settlement, the arbitrator will proceed to hear and decide the dispute.
- B. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, nor to rule on any matter except while this agreement is in full force and effect between the parties.
- C. The arbitrator shall have no power to establish wage scale rates on new or changed jobs, or to change any wage rates unless it is provided for in this Agreement.
- D. The arbitrator shall have no power to provide agreements for the parties in those cases where in this agreement, they have agreed that further negotiations should occur to cover the matter in dispute.
- E. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- F. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing; and, the award under no circumstances shall be based in whole or part or contain a reference to statutes; decisions, regulations or other extra contract materials not specifically incorporated in this agreement.
- G. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of, witnesses which are called for them.
- H. There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Association, on all Bargaining Unit Employees, and the Township on those matters within the jurisdiction of the Arbitrator.

4.6 CIVIL SERVICE HEARING

- A. Any unresolved grievances having not been submitted to the American Arbitration Association may be submitted to the Civil Service Commission. Said Commission will be in compliance with Act 78 of the Public Acts of the State of Michigan for 1935, as amended.
- B. The moving party herein will not be allowed to submit unresolved grievances to both the American Arbitration Association and the Civil Service Commission. The submission of the unresolved grievance to either the American Arbitration Association or the Civil Service Commission will preempt the moving party from submitting the unresolved grievance to the body that the grievance has not been submitted to.
- C. Grievances affecting a number of employees may be treated as a policy grievance and entered at the second step of the grievance procedure by the Association.
- D. All employees shall have the right to be present and be represented by the Association President or member of the Committee, and/or an Attorney at all disciplinary conferences or procedures. Notification within a reasonable time shall be given to the Association of any disciplinary action taken against any employee, which may result in an official entry being added to his personal work file.
- E. It shall be the firm policy of the Employer to assure to its employees and to the Association, an opportunity to have the unobstructed use of this grievance procedure without fear or reprisal or without prejudice in any manner to employment status. To this end, the Employer and the Association recognize that if their designated representative fails to comply with the procedures and time limits set forth in any of the grievance steps as provided above, then and in that event, the grievance shall automatically be settled in the favor of the opposite party to the party who violated the time limits. However, the time limits of the grievance steps may be extended upon the mutual written agreement of the Association and the Employer.
- F. Anything herein to the contrary notwithstanding, any grievance costing the Township more than fifteen hundred dollars (\$1,500.00) then and in that event, the grievance will automatically proceed to Step 3 of the Grievance Procedure.

ARTICLE 5

PROMOTIONS, LAY-OFFS, SUSPENSIONS, DISCHARGES & REINSTATEMENTS

5.1 The provision of Act 78 of the Public Acts of the State of Michigan for 1935 as amended, are adopted by reference as if fully stated herein. In the event competing candidates are "tied" in their total scores, in rank seniority shall be the determining factor. If in rank seniority is equal, the Department seniority shall be used.

ARTICLE 6

SENIORITY-TRANSFER-JOB OPENINGS

6.1 Accrual of seniority of a new Officer shall be retroactive to initial date of employment as a full-time Police Officer with the Clinton Township Police Department after completion of a basic Police Academy Training Course as specified by the Michigan Law Enforcement Officers Training Council and one (1) year probationary period as provided in Act No. 47 of the Public Acts of 1971 of the State of Michigan, as amended.

6.2 A seniority list shall be furnished to the Association by the Department once a year.

6.3 Transfers or changes in duties are not permanent. Permanent transfers shall not be made unless notice shall be posted on the Police Officers Association bulletin board for ten (10) days prior to such transfer being made, excluding Juvenile Bureau and Investigation Bureau.

6.4 Any Officer interested in filling said vacancy shall file a written request within fifteen (15) days from the date of posting said notice for consideration to said vacancy.

6.5 In filling vacancies, if an applicant is qualified, as between officers of different ranks, the Officer with the highest rank shall receive the transfer or opening. As between Officers with the same rank or grade, then the Officer having the most seniority in grade shall receive the opening or transfer.

ARTICLE 6-A

SENIORITY DEFINITION

6.A.1 Seniority shall be determined by:

1. Rank.
2. Time in Rank.
3. Date of hire as a sworn Officer.

ARTICLE 7

HOLIDAY PAY

7.1 Command Officers shall receive pay for thirteen (13) holidays in the last pay period in November, which pay shall be at the rate of eight (8) hours base pay per holiday, it being understood that to receive holiday pay, an officer must have been employed during the contract period in which the holiday occurred.

7.2 The said holidays are: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Easter Sunday, Veteran's Day, Thanksgiving, Christmas Eve Day, Christmas and New Year's Eve Day. In addition to the above payment, all employees who work any of the said holidays shall receive an extra day's pay based on their base salary for each holiday worked and that extra day's pay shall be included in their regular paycheck covering the pay period which the holiday or holidays occurred. However, the Officer shall not receive that pay for a holiday unless the Officer worked if scheduled the last scheduled day before, and the first scheduled day after said holiday unless the Officer is excused from working those scheduled working days. Vacation time will not be considered in the determination of the above.

7.3 In each of the Bureaus, and in the Road Patrol, seniority shall be first used to give a person holiday time, but if a person refuses, then he or she will be charged on the list as though they had worked, and if for any reason, no one accepts the holiday, then the person or persons with the lowest seniority will have to accept holiday work as needed and determined by management. Management will make the determination as to manpower needed during holidays and will attempt to equalize the holiday time in accord with the above formula, but Bureaus will be considered together and the Road Patrol and Traffic Division will be considered separately.

7.4 Anything to the contrary notwithstanding, Officers other than those in Road or Traffic Division shall be required to work six (6) of the thirteen (13) scheduled holidays without receiving the extra day's pay for those days worked, and the management will be required to attempt to equalize the work within those Bureaus, other than Road and Traffic.

7.5 It being further provided that where any of the Officers, other than those in Road or Traffic shall work holidays in excess of those six (6) required holidays, then said employees shall receive eight (8) hours pay, at the base pay, for those holidays worked in excess of the six (6) required holidays.

7.6 Extra compensation at straight rate of pay for assigned shift for day or days actually worked shall be included in the regularly scheduled check covering the pay period in which the holiday or holidays occurred.

7.7 Upon written notification from the Township, the Command Officers will observe the same holidays as the Township.

ARTICLE 8

OVERTIME PAY, OFF-DUTY PAY AND EMERGENCY PAY

8.1 Effective with the implementation of this Contract, members who immediately before or after they work their scheduled eight (8) hour shift and who qualify for overtime shall be compensated at the overtime rate of one and one-half (1-1/2) times the hourly shift rate worked.

8.2 Members called in for overtime work not in conjunction with a scheduled shift shall receive one and one-half (1-1/2) times the hourly rate based on the shift they worked.

8.3 Members working in conjunction with their regularly scheduled eight (8) hour shift who work overtime into a holiday will receive one and one-half (1-1/2) times pay plus holiday pay for hours worked; however, members working in conjunction with their regularly scheduled eight (8) hour shift who work overtime after a holiday will not receive holiday pay for the overtime, but shall be entitled to one and one-half (1-1/2) times the hourly rate of the shift they were working without consideration of holiday premium.

8.4 Members on vacation shall not be considered for call-back or call-in unless it is an emergency call-out. Then they shall be paid at twice their normal hourly shift rate.

8.5 When members appear in any Court, administrative hearings, morgue assignments, etc. on their time off, they shall be paid at the overtime rate of one and one-half (1-1/2) times their normal base hourly rate for all works spent on such assignments with a minimum of three (3) hours for each appearance. Members appearing in Court on certain holidays or vacation time cannot earn more than one and one-half (1-1/2) times their base hourly rate.

8.6 When any members are notified to standby, they shall receive a minimum of three (3) hours pay for each six (6) hours they are required to standby. If required standby time is less than three (3) hours, they shall receive the pay for the actual time they were required to stand by. The standby overtime procedure shall not be used except when the Court orders a member to stand by or in the case of an extreme emergency within the Department.

8.7 All overtime over one (1) hour and beyond established premiums per the contract shall be computed in fifteen (15) minute increments.

- 1 minute to 15 minutes equals 15 minutes.
- 16 minutes to 30 minutes equals 30 minutes.
- 31 minutes to 45 minutes equals 45 minutes.
- 46 minutes to 60 minutes equals 1 hour.

8.8 A rotating list shall be maintained to attempt to provide equal opportunity.

8.9 When the overtime list for uniformed road patrol officers has been exhausted and when said overtime has been refused by the patrol officers, then those Sergeants and Lieutenants who volunteer for said road patrol duty shall be paid at the rate of time and one-half at the patrol officers' base wage at three (3) years seniority. However, it is further provided that those Sergeants and Lieutenants who are ordered to assume the duties of a patrol officer shall be paid at the rate of time and one-half at their regular rate of pay.

ARTICLE 9

SHOW-UP TIME

9.1 Command Officers who are required to report for duty thirty (30) minutes prior to the start of their shifts in order to insure the continuity of police operations shall receive a lump sum payment equal to four (4%) percent of their base salary per contract year. Such lump sum payment will be made in the last period of March. Command Officers will remain after their shift has ended for one-half (1/2) hour without additional compensation. Members will be compensated at time and one-half for remaining any portion of a quarter hour increment after the one-half (1/2) hour.

ARTICLE 10

VACATIONS

10.1 Even though the contract year is not a calendar year, the reference to vacations in Article IX is intended to indicate that records for vacations shall be maintained on a calendar year basis and vacations shall be scheduled on a calendar year basis. Vacation days shall be granted on the following schedule for members of the Collective Bargaining Agreement who were members as of April 12, 1991.

YEARS OF SERVICE

VACATION DAYS

1 year thru 5 years	14 days @ 1 1/6 days per month.
6 years thru 12 years	21 days @ 1 3/4 days per month.
Over 12 years	26 days @ 2 1/6 days per month.

For Officers becoming Command Officers after April 12, 1991, the accumulation of vacation days shall be as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
Start through 5 years	15 days/year (1-1/6 days/month)
6 years through 12 years	21 days/year (1-3/4 days/month)
Over 12 years prior to 4/12/91	26 days/year (2-1/6 days/month)
Over 12 years effective 4/12/91	24 days/year (2 days/month)

10.2 Vacation time shall not be earned until after six (6) months of satisfactory employment has been completed, but at the time of the completion of said six (6) months of satisfactory employment, the computation for vacation time and other benefits reverts back to the anniversary date of initial employment if said person successfully completes said six (6) month period.

10.3 Vacations shall be scheduled between March 21 and April 1 of each year. The vacation shall be divided into winter and summer periods. Winter vacations shall be January through March and October through December. Summer vacations shall be April through September. Vacation days accumulated in excess of thirty (30) days at the end of each contract year shall be forfeited, provided, however, that up to ten (10) days per year could be cashed in if at least ten (10) days remain in reserve after giving effect to the ten (10) days cashed in for the contract years 4-1-89 through 3-31-91. For the year 4-1-91 through 3-31-92, eight (8) days shall be allowed to be cashed in. Thereafter, the cash-in days will be limited to five (5) days per contract year.

10.4 Selection of vacations will be as follows: The Senior Officer in each shift shall have the first selection. He or she may pick a vacation in either period of the year for his/her first choice. Each Officer following in seniority shall also pick a vacation in either period of the year.

When each Officer on a shift has made his/her first selection, the Senior Officer shall then make his/her second selection in the opposite period from which he/she made the first selection. He/she shall not double up on another Officer's vacation, unless there is not ample vacation periods available for all Officers on the shift. The option of double up on vacation shall be the privilege of the Senior Officer and as many following Senior Officers as is necessary so that all vacation periods will be filled. All Officers will select their second vacation period from the opposite period as was their first. An Officer may utilize a one (1) day vacation leave.

10.5 An employee shall not be allowed to receive his/her vacation during Christmas and New Year's more than once in every two (2) consecutive years. This vacation time is to be rotated according to seniority.

10.6 The exchange of days may be permitted within a shift. The abuse of this policy may result in discontinuance under the direction of the Chief of Police.

10.7 Upon separation from service, an Officer shall be paid for his/her accrued vacation days. In the event of death of the Officer, the Officer's spouse, children or designated beneficiary shall be paid the vacation day.

10.8 An Officer may be entitled to receive a regular check that would normally fall during his/her vacation if requested by the Officer and approved by the Police Chief at least four (4) weeks (28 days) in advance of his/her vacation time.

10.9 An Officer shall not take his/her vacation when another Command Officer has taken his/her vacation unless approved by the Chief of Police.

ARTICLE 11

SICK LEAVE

11.1 All Officers shall be entitled to sick leave, with pay, based on one (1) day per month at the Officer's straight time rate of pay. Unused sick leave shall be accumulated to the employee's credit without limit for use at any future time. Fifty percent (50%) of accumulated sick leave shall be paid in the case of retirement, or payment to the estate of the deceased in the event of death, or if the Officer leaves the employment of the Township for any reason, provided, however, that the Officer has at least five (5) years with the Department.

11.2 An Officer who reports for work and leaves because of sickness during his/her tour of duty, shall be charged one-half (1/2) day sick leave if he/she leaves his/her command before he/she has worked six (6) complete hours, but if he/she has worked more than six (6) hours, he/she shall not be charged sick leave for that day. One (1) sick leave day per year may be used as a personal day in addition to the personal or business leave days previously granted by this Contract, if approved by the Chief of Police.

11.3 Serious illness of a husband, wife or child shall warrant use of sick leave by the Officer after arrangements have been made with his/her immediate superior.

11.4 Trading of sick days between employees is prohibited.

ARTICLE 12

FUNERAL LEAVE

12.1 In the event of death in the immediate family of an employee, they shall be entitled when so required, leave time up to three (3) days with regular pay to arrange for and attend the funeral and burial. Immediate family shall be deemed to be husband, wife, child, mother, father, sister, brother, and grandparent. They shall be entitled to two (2) days with pay when so required to arrange and attend the funeral and burial in the event of death of mother-in-law, father-in-law, stepfather, stepmother, and stepchild. The employee shall be entitled to one (1) day with pay when so required to arrange and attend the funeral and burial in the event of death of an aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

ARTICLE 13

PERSONAL BUSINESS LEAVE

13.1 Each full-time employee shall be entitled to three (3) personal business days per calendar year which shall not be deducted from sick leave.

13.2 Both parties to this Agreement agree that if the Officer has personal business days left thirty (30) days prior to the end of the calendar year, then those personal days can be submitted to the Employer and voided and the last pay in the calendar year will be supplemented with cash for seventy-five percent (75%) of the value of those days based upon the Officer's base wage, provided the Officer submits that request to the Accounting Department within thirty (30) days of the end of the calendar year and this provision shall cancel any remaining personal business days for that year. In lieu of seventy-five percent (75%) wage adjustment, the Officer may apply the modified time to his/her next vacation period.

ARTICLE 14

HOSPITALIZATION PLAN

14.1 ACTIVE EMPLOYEES

The Township shall assume the full cost of Blue Cross-Blue Shield designated MVF2 Hospitalization Plan with prescription allowance and deductible of two dollars (\$2.00) for the Officer and his/her family, which shall include probationary officers as provided for in the hospitalization contract. As an alternative, an employee may choose a Health Maintenance Organization (HMO) designated by the

Township. For employees selecting this option, the Township's cost would be limited to that of the MVF2 Plan described above.

14.2 RETIREES

The Township shall provide each Officer who retires with a hospitalization insurance policy equal to that which he had while he was working, with the exception of coverage under the IMB-OB rider. The policy shall cover the retiree, his wife, and any minor dependent children. If the employee qualifies for Medicare, then the Township shall provide Blue Cross M-65 policy or the equivalent that supplements the Medicare Program. Retirement here is defined as that time when an Officer can retire because he qualifies with the proper service time and age under Act 345 of the Public Acts of the State of Michigan, 1937, as amended, or duty disability retirement.

All retirees, both normal service retirees and duty disabled retirees, shall be provided with health insurance equal to that which they had while working.

14.3 DUTY RELATED DEATH - SPOUSE AND DEPENDENT MINOR CHILDREN

Upon the duty related death of any full time Officer of the Police Department, the Township shall provide a hospitalization and medical insurance policy for the deceased's spouse and dependent minor children and the cost of said policy shall be paid for by the Township.

The hospitalization insurance policy provided for by the Township in this section, shall be equal to the policy provided for the Officer prior to his/her death.

The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this section, shall remain in effect only until the widow or widower remarries; however, in the case where there are dependent minor children of the deceased Officer, then in that event, the widow, widow's children or guardian for said minor dependent children may elect to have the Township acquire the said hospitalization insurance policy for said minor dependent children, with the cost of said policy being paid for by the Township until the child is no longer a minor dependent child.

ARTICLE 15

DENTAL & OPTICAL INSURANCE

15.1 The Township shall provide a dental plan in the nature of "Delta" for the Officer and his/or her family. This is contemplated to give the Officer and dependents a coverage of one hundred percent (100%) payments for Preventative Class I benefits and sixty percent (60%) payments for Preventative Class II benefits. There shall be no deductible. The payment of benefits per person will be increased to eight hundred dollars (\$800.00) per contract year.

15.2 The Township shall provide an optical insurance plan which covers annual eye examinations and the annual purchase and/or replacement of single and multi-corrective lenses (bi and tri focals), frames, safety glasses and contact lenses. The total cost of such insurance shall be paid by the Township for the employees, their spouse and minor dependent children. Scheduled benefits providing for:

Eye Examination		\$45.00
Glasses		\$37.00
(lenses	\$25.00	
frames	\$12.00)	
Contact Lenses		\$37.00

ARTICLE 16

LIFE INSURANCE

16.1 The Township shall provide a thirty thousand dollar (\$30,000.00) death benefit life insurance policy with double indemnity in the event of accidental death. It is agreed that upon a normal age and service retirement, the Officer only will be provided with a \$10,000.00 life insurance policy.

16.2 The members understand that the life insurance provided by the Township might provide a disability option, and the parties acknowledge that if that option is exercised, and life insurance guarantee of thirty thousand dollars (\$30,000.00) may be diminished. Any employee requesting disability benefits shall assume the obligation of determining how such option affects his/her life insurance benefits.

ARTICLE 17

WORKERS COMPENSATION

17.1 Provisions of the Workers' Compensation Laws of the State of Michigan shall apply in all injuries, accident or illness to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between eighty percent (80%) of his/her regular rate of pay and the amount received from workers' compensation for the duration of the recovery not to exceed six (6) months from the date of the injury, accident or illness.

17.2 For the initial six (6) month period recited above, the employee shall be entitled to accrue benefits, including seniority, as though he/she were working. At the termination of said initial six (6) month period, if the employee cannot return to work, then he/she shall be granted a second six (6) month extension upon application to the Township Board. The second extension shall not include salary, pay supplements, or benefits unless approved by the

Township Board. However, the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second six (6) months.

17.3 At the end of the second extension, if the employee cannot return to work in the same capacity, the employee's employment relationship shall cease unless the Township Board grants a further extension.

17.4 During the second six (6) month extension, and no later than ten (10) months from the injury, the employee shall notify the Township of his/her decision to apply for a disability retirement to allow necessary time for processing prior to the cessation of the employment relationship with the Township.

17.5 Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for union dues, and pension contribution shall be deducted at the full annualized bi-weekly rate. Employees may be required to submit copies of all worker's compensation checks which they have received to the Accounting Department.

ARTICLE 18

CLOTHING & CLEANING

18.1 The cost of cleaning a uniform shall be borne by the Township and the Township reserves the right to take bids and nominate a cleaner or cleaners to provide the service for the Officers.

18.2 An Officer first entering the service of Clinton Township shall be furnished a complete uniform by the Township, and after successful completion of required education courses and probationary period, the placement on the seniority system, then, and at that time, he/she shall be entitled to a clothing allowance as hereinafter described, but only upon the date that the same is paid for all Officers without any proration, except if he/she leaves the Department, the prorated share shall be deducted from the final check.

18.3 Each Officer shall receive a bank system for drawing new clothing and personal equipment each year and for this purpose, the year shall be computed from April 1 through March 31, this being a Contract year. Advance draw shall be allowed.

18.4 Uniform Officers shall be credited with a five hundred dollar (\$500.00) advance in said bank each year and in addition thereto, shall be allowed two hundred dollars (\$200.00) in cash. Said two hundred dollars (\$200.00) is to be an advance payment for year April 1 through March 31, with said payment to be paid the first pay in April. The uniform and personal equipment allowance shall include the cost of equipment and the cost of alterations, including missing buttons, uniform repairs and the sewing on of patches. The Township will repair or replace any items of personal property broken,

damaged, or lost in the line of duty, but not through the negligence of the Officer.

18.5 Officers assigned to the Detective Bureau, Youth Officer, SCAT Bureau, Intelligence Bureau, Crime Prevention Bureau, or Investigative Bureau will receive eight hundred dollars (\$800.00) for new clothing each year. This amount shall be divided into two (2) cash advances with the first four hundred dollars (\$400.00) to be paid the first pay period in April and the second four hundred dollar (\$400.00) cash advance to be paid the first pay period in October and such allowance shall be prorated if the Officer leaves the Bureau, on a monthly basis with the credit to be given for the month of leaving if he/she spent over fifteen (15) days in that Department in a particular month.

18.6 The Employer agrees to purchase for each Command Officer a bulletproof vest at a cost not to exceed \$500.00. As a condition of this benefit, the employee agrees to wear said vest during all working hours. The Employer agrees to replace the vest as is necessary or needed but at no sooner intervals than five (5) years. Employees who have purchased a new vest since April 1, 1987 may be reimbursed for the expenses up to \$500.00 by submitting the proper paid receipts to the Employer.

18.7 The Employer agrees to purchase six (6) flack vests of assorted sizes to be kept in the Police Station for periodic use as needed.

ARTICLE 19

LEAVE OF ABSENCE

19.1 Any Officer desiring a leave of absence shall apply to the Police Chief or his designee whose recommendation shall be sent to the Board of Trustees for final approval or rejection. If approval is granted, seniority shall be frozen during the leave period.

Any leave or leaves of absence under this Article shall not exceed one (1) year during the Officer's career.

If a leave is approved, the Officer shall pay for and submit to a standard physical examination, as directed by the Employer, the results of which shall be available to the Employer.

At least thirty (30) days prior to the termination of leave, the Officer must notify the Employer in writing of his/her desire to return and pass the standard physical examination, as directed by the Employer, which the Township shall pay for.

If there is no opening for the Officer at the end of his/her leave in the position held before the leave, the Officer may accept a lower classification if an opening exists. If no acceptable

openings occur within eighteen (18) months of the termination of leave, the employment relationship shall cease.

ARTICLE 20

OUTSIDE EMPLOYMENT

20.1 A member of the Association may be permitted part-time outside work subject to the fact that he/she engages in a nature of work not to downgrade his/her image as a law enforcement agent and that the work schedule of his/her outside employment be such that it does not interfere with his/her normal duties as a law enforcement officer, subject to approval of the Chief of Police, which approval shall not be unreasonably withheld.

ARTICLE 21

CIVIL LIABILITY INSURANCE AND LEGAL COUNSEL

21.1 The Township shall provide insurance and legal counsel protecting the employee against civil liability because of alleged false arrest, detention, imprisonment, or malicious prosecution. Said policy shall be in an amount not less than the Township is presently carrying.

ARTICLE 22

USE OF PRIVATE AUTOMOBILE

22.1 When an automobile is used by an employee in connection with the Departmental duties, and when no other Departmental transportations are available, he/she will be reimbursed in accord with the then current Township Resolution pertaining to reimbursement for private motor vehicle use, subject to the prior approval of the Chief of Police.

ARTICLE 23

MAINTENANCE OF CONDITIONS

23.1 The Charter Township of Clinton will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

ARTICLE 24

SCHOOL TUITION

24.1 An employee who on his/her days off attend a college, university or trade school in a course or program related to police service, with the approval of the Chief of Police, shall be reimbursed by the Township for tuition, purchase of books, and other necessary materials required by the course. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation that he/she is enrolled in the course. Commencing the contract year April 1, 1993, the annual "cap" on the above expenses shall be seven hundred fifty dollars (\$750.00) for those persons taking courses toward their Bachelor's Degree and twelve hundred dollars (\$1,200.00) a year for those persons already holding a Bachelor's Degree and taking courses toward a Master's Degree.

If the employee does not work for the Township for at least one (1) year after receiving his/her school expenses, then and in that event the employee shall refund or have deleted from his/her separation pay the pro rata amount for that portion of a year, as measured by months, that remains after terminating employment. The proration of months shall be determined by counting any months where the employee has employment status for at least sixteen (16) days during the calendar month and disregarding any months where the employee does not have sixteen (16) calendar days. This paragraph shall not apply if the employment ceases because of retirement with normal age and service time.

24.2 Any employee who withdraws from or fails to complete a course after receiving reimbursement from the Township or who fails to obtain a passing grade of "C" or better, shall have thirty (30) days from the date of withdrawal or the date he/she receives less than a "C" grade to repay the Township such monies. If such amount is not repaid to the Township, upon advance notice to the employee, such amount may be withheld from his/her pay. Advance notice shall not be necessary if the employee is terminating employment.

ARTICLE 25

EDUCATIONAL ALLOWANCE

25.1 Both parties to this Agreement believe that it is for the public good to encourage secondary education in those instances where the courses taken for secondary education are of benefit to the Police Officer in the performance of his duties and to this end the parties agree that the Chief of Police, the Liaison Officer and a person to be chosen by the Officers Association shall determine what secondary educational hours shall be allowed as credit to an Officer in determining whether or not an educational allowance shall be granted.

25.2 It is the intention of the parties hereto that such a committee shall consult with the proper educational personnel of the community colleges and the state universities to determine what hours

of credit should be given. For example: If an Officer is taking classes for a four (4) year college degree in criminal justice or criminal administration and he has taken at least thirty (30) hours of the same courses and he has passed them successfully for which he would have earned a certificate if he had attended a different institution, then and in that event, he shall be given the thirty (30) credit hours as though he/she had earned a certificate and in those cases where he has sixty (60) hours in courses where he would have received an Associate Degree if he had taken such courses and passed them successfully in a different institution, then he will be given credit as though he had an Associate Degree.

25.3 For those Officers who have earned an equivalent credit of a certificate, said Officers shall receive an additional two hundred dollars (\$200.00) per contract year. For those Officers who have earned an equivalent of or an Associate Degree, said Officers shall receive an additional four hundred dollars (\$400.00) per contract year. For any Officer who has completed one hundred twenty (120) hours in a field relative to law enforcement and/or a B.A. - B.S. Degree will be entitled to a yearly payment of six hundred dollars (\$600.00).

25.4 It is further agreed that the payments stated above are inclusive rather than cumulative. If an Officer who has completed the one hundred twenty (120) hours shall be paid a total of six hundred dollars (\$600.00) annually, that will be the maximum he/she receives even though he/she has the equivalent of a certificate of an Associate Degree. For those Officers who have the equivalent of an Associate Degree and are receiving four hundred dollars (\$400.00) annually, that shall be the complete amount of educational allowance received even though he/she also holds the certificate credits.

25.5 It is further agreed that Officers entitled to educational allowance shall receive their allowance annually, prorated as of June 30 each year and paid in the first regularly scheduled pay in July.

25.6 For those Officers who have become a member of the Clinton Township Police Department after July 11, 1986 who have earned an equivalent credit of a Certificate, said Officers shall receive a one time payment of two hundred dollars (\$200.00). For those Officers who have earned the equivalent of an Associate Degree, said Officers shall receive an additional one time payment of two hundred dollars (\$200.00). For any Officer who has completed one hundred twenty (120) hours in a field relating to law enforcement and/or a B.A. - B.S. Degree shall be entitled to an additional one time payment of two hundred dollars (\$200.00).

25.7 It is further agreed with respect to those Officers entitled to an educational allowance who become Police Officers and members of the Police Department after July 11, 1986 that such one time payment shall be paid in the first regular scheduled pay in July of each year following the completion of their certificate, associate degree, B.A., B.S. Degree or the equivalent approved hours.

25.8 Any Officer who receives an educational allowance for an Associate Degree must work for two (2) years for the Township after receiving such allowance and work for the Township for a period of four (4) years after receiving a Bachelor's Degree educational allowance unless the Officer is retiring. If an Officer leaves the service of the Employer without meeting these time requirements and without retiring with normal age and service, then that Officer shall be required to refund to the Employer a pro rata share of the monies received based on a monthly proration for those months in which he/she worked a majority of days in that month.

ARTICLE 26

WEAPON ALLOWANCE

26.1 Each Officer shall be reimbursed at the rate of one dollar and 50/100 (\$.50) per day for the carrying of his/her side arm. Payment for said weapon allowance shall be paid on the last regularly scheduled pay of March.

26.2 It is further agreed by and between the parties hereto that each Officer covered by this Agreement will participate in the mandatory shooting program. The Township will provide and offer a Command Officer an opportunity to shoot twenty (20) shootings from the months of May through September. Said Officer shall shoot a minimum of five (5) times during said period with a minimum of one (1) shooting for qualification.

ARTICLE 27

LONGEVITY

27.1 All members of the Department shall commence earning longevity benefits commencing their sixth year of service after their anniversary date of employment which shall be paid in the last pay period of November for those officers entitled to longevity benefits.

27.2 Longevity shall be computed on the Officer's base salary at the time that it is paid, provided, however, it is hereby agreed that the maximum base salary for computation of longevity benefits shall be thirteen thousand dollars (\$13,000.00). Longevity payments shall be computed on a calendar year basis.

- A. After five (5) years of service, the Officer shall receive two percent (2%) of his/her base pay for the sixth year of service through the tenth year of service once each year.
- B. After ten (10) years of service, the Officer shall receive four percent (4%) of his/her base pay for the eleventh through fifteenth year of service.

- C. After fifteen (15) years of service, the Officer shall receive six percent (6%) of his/her base pay for the sixteenth through the twentieth year of service.
- D. After twenty (20) years of service, the Officer shall receive eight percent (8%) of his/her base pay for the twenty-first through twenty-fifth year of service.
- E. After twenty-five (25) years of service, the Officer shall receive ten percent (10%) of his/her base pay for his/her twenty-sixth year of service and successive years thereafter.

27.3 It is understood that longevity benefits and payments shall not normally coincide with an Officer's anniversary date from the initial date of employment, and therefore, longevity payments shall be prorated from the completion of an anniversary date to the date of December 31 in those instances where an Officer is first placed upon longevity entitlement and each time thereafter that the percentage increases change. Also, in the event of termination, longevity pay shall be prorated to the date of termination on a monthly basis with a fifteen (15) day period allowing credit for the terminating month.

27.4 It is hereby agreed between the parties hereto that if the longevity provisions are improved for any other bargaining unit, then the parties agree to change this Section of the Contract in accordance with the improvements made to other bargaining units provided it is an increase in benefits, rather than a decrease.

ARTICLE 28

SHIFT DIFFERENTIAL

28.1 Shift premiums shall be computed as follows:

- 1. Officers who are assigned to the Afternoon Shift shall receive an additional four percent (4%) over their base hourly rate for each assigned hour.
- 2. Officers who are assigned to the Split Shifts shall receive an additional five percent (5%) over their base hourly rate for each assigned hour.
- 3. Officers who are assigned to the Midnight Shift shall receive an additional six percent (6%) over their base hourly rate for each assigned hour.

28.2 If a Command Officer is assigned to a shift that entitles him/her to a shift differential pay, then he/she shall receive that entitlement during the pay period which they worked.

ARTICLE 29

BENEFITS FOR WIDOWS/WIDOWERS AND FAMILY

29.1 Upon the death of any full-time employee of the Police Department, the Township shall make available a hospitalization insurance policy for the deceased's spouse and family provided the cost of said policy shall be paid by the widow/widower or deceased's family at least one month prior to the date upon which the premium is due.

29.2 The policy referred to in this Section will be a type policy which shall be as equal as possible and providing hospitalization insurance benefits as the Township provided for the employee prior to his/her death, it being fully understood that it might not be possible for the Township to acquire the same hospitalization policy under its present group insurance arrangement and the widow or widower and family shall have the right to discontinue this policy at any time since the service rendered by the Township is only one of servicing the arrangements for payments provided the Township is paid in advance.

29.3 The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this Section, shall remain in effect only until the widow/widower remarries; however, in the case where there are dependent children of the deceased employee under the age of 19 years, then and in that event, the widow or widower, children or guardian for the minor children may elect to have the Township acquire the said hospitalization insurance policy for said children provided the full cost of the premium of such insurance, whatever is available, shall be paid to the Township at least one (1) month in advance of any premium due date.

29.4 No widow, widower, or dependent children otherwise eligible under this policy shall be obligated hereunder as this policy shall be entirely voluntary and shall be effective only so long as the persons entitled to benefits hereunder desire to have such coverage as the Township may be able to make available from time to time as provided above.

29.5 Any person who fails to make payment of the premium in accordance with the terms of this section shall immediately be terminated and disqualified from any further coverage hereunder.

29.6 This policy shall be implemented through the Office of the Clerk of the Township and any person who desires to acquire the benefits provided hereunder shall make all arrangements through that office.

ARTICLE 30

SUBCONTRACTING OF WORK

30.1 The Township will not, except in cases of emergency, assign work currently being performed by Officers covered under this Contract to outside agencies and/or departments.

ARTICLE 31

MINIMUM MANPOWER

31.1 The Officers shall not be required to wear head gear while in motor vehicles of the Department; however, in the event that there are two (2) Officers in the motor vehicle, they shall be uniformly dressed.

31.2 The Clinton Township Police Station will be manned by at least one (1) full-time Police Officer at all times.

31.3 The word "Officer" in this Article does not pertain exclusively to Command Officers.

ARTICLE 32

RESERVE OFFICERS---CLINTON TOWNSHIP DISPATCHERS

32.1 All persons utilized as Clinton Township Police Reserve Officers or Police Dispatchers shall be required to wear shoulder patches on their uniforms which clearly and conspicuously designate such persons as Reserve Officers or Dispatcher, whatever the case may be. No Reserve Officer shall be assigned to any member of this bargaining unit without the member's consent and then only in the capacity of an observer or trainee. Reserves will not be considered as personnel in regard to Article XXX, Minimum Manpower.

ARTICLE 33

TRADING DAYS

33.2 The exchange of days may be permitted within the discretion of the Chief of Police, or the Command Officer it was requested of.

ARTICLE 34

SEPARATE CHECKS

34.1 Where separate checks are referred to in this Contract, it is understood by the parties to mean that the Accounting Department, at its option, rather than issuing separate checks, may issue one check for the regular pay period and include in that check the amount that would normally be contained within a separate check for such

matters as education allowance, weapons allowance, holiday pay, longevity pay, and show-up time.

ARTICLE 35

WORKING OUT OF CLASSIFICATION

35.1 When a member of the bargaining unit is assigned to work in a higher classification for a period that exceeds four (4) hours, he/she shall receive the rate of pay equal to the base pay in the range of the higher classification.

ARTICLE 36

WORK ASSIGNMENTS

36.1 All monthly work assignments and leave days shall be posted at least ten (10) days prior to the expiration of the current work month (28 days) and shall not be changed after this time without mutual agreement of the Association, Member and Management, except in an emergency situation, at which time changes can be made providing the employee receives a minimum of forty-eight (48) hours notice of such change.

ARTICLE 37

DEDUCTIONS

37.1 Other than those deductions previously mentioned in this contract, the Township will not be required to make any further deductions from an employee's paycheck unless it is required by law.

ARTICLE 38

RESIDENCY

38.1 The Township agrees that it will not impose or attempt to impose any residency requirements upon any members of the Association bargaining unit, during the life of this Contract.

ARTICLE 39

BILL OF RIGHTS

39.1 No employee shall be ordered or coerced in any manner to submit to a polygraph examination, lie detector test, or similar test, or chemical such as sodium penathol or truth serum tests, or similar tests by whatever name called for any reason unless such employee shall demand said examination in writing.

39.2 No employee shall be discharged, disciplined, or in any way discriminated against for refusing, or declining to submit to a polygraph examination, lie detector test, or similar test by whatever name called. Paragraphs one and two of this Article, expressly expire on March 31, 1985 for renegotiation in view of changes in applicable law.

39.3 The Employer or agent shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversation between the Employer and any employee unless such disclosure of such device is made to the employee prior to such conversation, or the Employer has received a proper Court Order.

39.4 Except when on duty, in uniform, or when acting in his official capacity, no employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

39.5 Employees shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations, or the heads of such organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgment of their civil rights arising out of the Officer's performance of official duties.

39.6 Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the employee, with the exception of employment letters of recommendation, upon written request during normal business hours construed to be 9:00 a.m. to 5:00 p.m., Monday through Friday, excepting holidays.

39.7 The employees files shall not be made available to any person or organization other than the Employer and employee without the employee's expressed authorization, except pursuant to an appropriate Court or Civil Service Commission order or subpoena.

39.8 No employee shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his/her official duties. This paragraph shall not prevent inquiries made by authorized agents of a tax collecting agency in accordance with acceptable and legally established procedures.

39.9 Whenever any employee is under investigation or subjected to interrogation by the Employer or its designated representative for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

- a. The interrogation shall be conducted at a reasonable hour, when possible,, preferably at a time when the Employee is on duty.
- b. Any employee, at his/her request, shall have the right to be represented by counsel and/or Association representatives prior to making any statements, written or verbal, concerning any act, incident, or occurrence from which disciplinary action, criminal prosecution or civil suit might result.
- c. The employee under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation if not already known to the employee.
- d. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and he shall be informed of the names of those complainants. Exception is made in those instances where the complainant must remain anonymous for security or confidentiality reasons, or is unknown to the investigating officer.
- e. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities as rest periods as are reasonably necessary.
- f. The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or any disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
- g. Upon disclosure, the employee or Employer will be permitted to record the complete interrogation including all recess periods. There shall be no unrecorded questions or statements.
- h. If the employee under interrogation would have "miranda" warnings available to him as a civilian or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

39.10 Employees will not be deprived of liberty or property with due process of law or denied the equal protection of the law.

39.11 Any employee involved in a shooting shall not be bound as a condition of employment to make an oral or written statement, including a Preliminary Crime Report, until such time when the

employee has been able to contact an Association Official or an Attorney and has had a reasonable time to discuss the incident with an Association lawyer. The lawyer shall then be able to counsel the Officer during his Preliminary Crime Report or any other oral or written statements that may be required.

39.12 No employee will be favored or discriminated against, nor disciplined, demoted, or transferred for exercising any of the above rights or any rights afforded him or her by this Contract.

ARTICLE 40

DISCIPLINARY PROCEEDINGS

40.1 When any complaint or charge shall be brought against an employee or disciplinary proceedings are contemplated against an employee under such circumstances that the misconduct being investigated, if substantiated, would constitute a crime under State or Federal Law, no statement shall be taken from the Officer nor shall he/she be interrogated, except in accordance with the following procedure:

40.2 The Officer shall first be advised of the charge or charges against him/her, either by the Chief of Police or by a Command Officer of the Department.

40.3 The Officer shall be advised of his/her right against self-incrimination and of his/her right to legal counsel. Legal counsel may appear with the Officer in any subsequent proceedings if the Officer so desires.

40.4 The Officer and his/her counsel, if any, shall be entitled to a written statement of the charges against the Officer which are being investigated upon demand for same, provided the time is reasonable. Any such statement of charges may be amended or amplified subsequently, and any disciplinary action which may be taken shall in no way be limited to matters set forth in any statement, or amended or amplified statement of charges.

40.5 The Officer may then be ordered to make a statement concerning the charges against him/her, and to submit to interrogation. The Officer may decline to do so, but any such refusal shall constitute grounds for disciplinary action.

40.6 If the Officer chooses to make a statement and submit to interrogation, any such statement and any answers resulting from interrogation may be used as the basis for disciplinary action, and may also be used in any proceedings before the Civil Service Board or Arbitration in the event of appeal, of such disciplinary action. For any and all other purposes, any such statement or answers to interrogation shall be privilege and shall constitute a private record and shall not be made available without the signed consent of

the Officer to any person or agency, except pursuant to subpoena issued by any authority.

40.7 Any and all of the rights and privileges conferred herein upon members of the Association may be waived by the Officer, but any such waiver shall be signed and in writing. Nothing herein is intended to contravene any other rights, duties, or privileges contained in Act 78.

ARTICLE 41

SALARY STRUCTURE

41.1 The parties hereto agree that the schedule below shall constitute the base annual salary schedule for 2080 hours per year.

	<u>EFFECTIVE</u> <u>4-1-93</u>	<u>EFFECTIVE</u> <u>4-1-94</u>	<u>EFFECTIVE</u> <u>4-1-95</u>	<u>EFFECTIVE</u> <u>4-1-96</u>
Sergeant	\$44,549.56	\$45,886.05	To be negotiated	To be negotiated
First Sgt.	\$49,004.31	\$50,474.44		
Lieutenant	\$53,905.05	\$55,522.20		

Pursuant to the arbitration award of Thomas Gravelle dated March 17, 1995, this schedule preserves the ten (10%) percent between ranks from Patrolmen through Lieutenants.

ARTICLE 42

TERMINATION OF EMPLOYMENT

42.1 Any employee who is unable to perform his regular job, is not on leave, and has used all of his or her sick days, vacation days, and personal days, shall not be considered to have any rights of employment and shall be terminated.

42.2 The provisions of this Section shall no way affect the compensation provisions under the worker's compensation section nor does it apply to leaves of absence where the leave is conditioned and the conditions have been fulfilled.

42.3 Benefits such as longevity, clothing allowance, holiday pay, weapon allowance the like shall be paid and prorated to the date of termination.

ARTICLE 43

TERM OF CONTRACT

43.1 This contract shall be effective as of April 1, 1993, except for exception stated, and remain in full force and effect

until midnight March 31, 1997. The parties agree that if wages cannot be agreed upon for the last two years of this agreement that either party shall have the right to resort to an appeal to M.E.R.C. for appropriate relief.

43.2 All economic benefits as previously specified accruing from the effective date of this Agreement shall be retroactive from April 1, 1993 as they can be reasonably implemented. The parties agree that the attached letter of understanding marked "Appendix A" shall be construed and incorporated as part of this Contract where applicable.

ARTICLE 44

TRAINING SESSIONS

44.1 The training sessions established by the Department are considered mandatory for all members, provided the notice of same is posted at least thirty (30) days, when possible, in advance of the session. If the member is not excused by the Police Chief or the Inspector or their designee, then the first training period missed may result in disciplinary action. If an Officer is excused from training, the training session will be made up at a later date. The Department will schedule the date for a makeup, at which time an Officer may be either on duty or off.

ARTICLE 45

LEGALITY

45.1 The parties hereto realize that certain Court decisions or change of legislation during the term of this Contract may make certain portions of this Agreement invalid and/or illegal. In that case, it is the intent of the parties hereto that only that provision that is not consistent with the law or legislation is invalid and the remaining portions of this Contract shall remain in full force and effect.

ARTICLE 46

PENSIONS

46.1 Members of the bargaining unit shall be provided pension benefits in accord with the Fire and Police Pension and Retirement Act 345 of P.A. of 1937 as amended.

46.2 Normal service and age for regular retirement is age fifty (50) and twenty-five (25) years of service. Upon retirement, a member shall receive a regular pension of 2.25% of their Final Average Compensation multiplied by the first twenty-five (25) years of service credited plus 1% for any year or fraction of years of service rendered

in excess of twenty-five (25) years. Commencing April 1, 1988, the annual annuity factor shall be increased to 2.50% for the first twenty-five (25) years of service. "Final Average Compensation" shall mean the average of the three (3) years of highest annual compensation received by the member during their ten (10) years of service immediately preceding their retirement or leaving service. A member with ten (10) years or more of service shall have vested retirement benefits. This amendment shall become effective as soon as the Township can reasonably implement the same after adoption of this Agreement by both parties.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, the above requirements of fifty (50) years of age and twenty-five (25) years of service shall not apply to the members of this collective bargaining group and who further, were members of the group as of April 12, 1991. For the members of this group who were members as of April 12, 1991 and retire as members of this collective bargaining group shall be entitled to normal retirement benefits with twenty-five (25) years of service with the Clinton Township Police Department, regardless of their age. However, upon taking any employment after retirement, the employee shall notify the Charter Township of Clinton who their employer is and whether or not health care insurance is available to them, **AND** if the employer offers health care insurance, the Township shall drop the employee from the Township's insurance for health care until such time as the employee ceases employment, at which time he/she shall be reinstated with the Township health care insurance as soon as possible.

46.3 Upon normal service and age, retirement, excluding disability or early retirement, members of the bargaining unit shall be entitled to withdraw up to their accumulated contributions (including interest) to the system, provided that they agree to accept an appropriate lesser monthly benefit. Such lesser benefit is to be computed by the Township's actuary using a method intended to prevent such contribution withdrawal from costing the Township or the Pension Fund any additional monies. For purposes of this calculation, the actuary shall use the then current interest rate for immediate annuities published by the Pension Benefit Guarantee Corporation and the actuary shall also use the mortality table used for the most recent regular actuarial determination. However, if a member applies for military time and receives the same from the Township Board, then that member's contribution to the retirement system for military time cannot be withdrawn upon his/her retirement.

46.4 The Township shall provide the Union with any changes in the components which make up the elements of Final Average Compensation. At the present time, those monetary benefits that are computed for Final Average Compensation purposes are: regular salary, overtime pay, longevity pay, pay in lieu of holiday and/or vacation time, education allowance, and show-up time. It is understood that lump sum payments for sick days and vacation days are not included in Final Average Compensation.

46.5 Effective April 1, 1990 bargaining unit members shall pay a pension contribution into said Act 345 Pension Fund of five percent (5%) of all salary paid. Effective April 1, 1992 such contribution shall be reduced to four (4%) percent of all salary paid. Officer pension contribution reductions are to be retroactive to April 1, 1990.

46.6 Surviving Spouse Benefit for Retiree on Duty Disability Retirement.

A surviving spouse of a retiree who is receiving a duty disability pension at the time of death shall continue to receive the same duty disability pension benefit throughout the life of the surviving spouse. It is understood that this would entitle the surviving spouse to the same benefits he/she would receive had the retiree lived to the age of fifty-five (55) years and has selected their spouse as beneficiary under Act 345.

ARTICLE 47

DEPARTMENT VEHICLES

47.1 The use of department vehicles shall remain status quo pursuant to the Act 312 Award issued by Thomas Gravelle on March 17, 1995.


ARTICLE 48

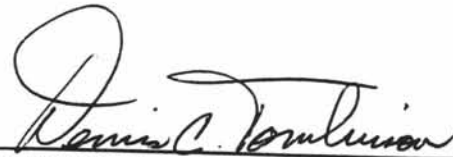
HOSPITALS FOR EMERGENCY WORK RELATED INJURIES

48.1 The parties agree that in the event of an on-duty injury, the Township will use the St. Joseph Hospital, West, or the Mount Clemens General Hospital and each employee will in advance, notify the Township of their desire in order to have the information available in the event of an emergency.

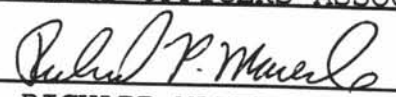
IN WITNESS WHEREOF, the Charter Township of Clinton, a Michigan Municipal Corporation, has caused the foregoing instrument to be duly certified, and executed by the Township Board of Supervisors, and the Clinton Township Police Sergeants and Lieutenants Association has caused the foregoing Agreement to be executed by its duly constituted Officers.


CHARTER TOWNSHIP OF CLINTON

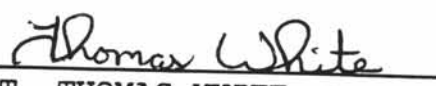
By: 
JAMES R. SINNAMON
Township Supervisor

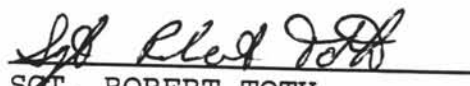
By: 
DENNIS C. TOMLINSON
Township Clerk

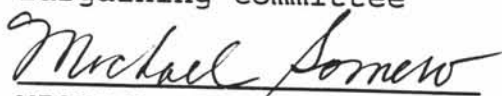
POLICE COMMAND OFFICERS ASSOCIATION

By: 
LT. RICHARD MAIERLE,
President

By: 
SGT. FRANK WOŁOSZ,
Vice-President

By: 
LT. THOMAS WHITE,
Bargaining Committee

By: 
SGT. ROBERT TOTH,
Bargaining Committee

By: 
MICHAEL SOMERO, POLC
Labor Council Representative

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 3rd day of December, 1995.

APPENDIX "A"

LETTER OF UNDERSTANDING

Concerning the Dress Code for the appearance of Command Officers in Court, the standards are to be set by the Judge in a letter sent to the Department.

APPENDIX "B"

In accord with the direction of the arbitrator, the parties hereto agree that they shall forthwith attempt to negotiate a drug program for the collective bargaining group that will provide for random testing.

In the event the parties do not agree on the format of the program, then and in that event, the matter shall be referred to Thomas L. Gravelle for completion under his jurisdiction.