

3/31/97

AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF CLINTON
AND THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective April 1, 1993 through March 31, 1997

Clinton Township

POLICE OFFICERS ASSOCIATION OF MICHIGAN

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THIS AGREEMENT entered into the _____ day of _____, 1994, between the Charter Township of Clinton, a Michigan Municipal Corporation, hereinafter referred to as the "Township," and the Police Officers Association of Michigan, hereinafter referred to as the Association or Union, as exclusive bargaining agent for the Local Association of Clinton Township Police Officers, effective April 1, 1993 to March 31, 1997.

WITNESSETH:

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

ARTICLE I
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 Union, and the citizens of the Charter Township of Clinton.

1.2: The parties recognize that the interest of the community and 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 Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE II
RECOGNITION

2.1: The Charter Township of Clinton recognizes the Police Officers Association of Michigan 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 1947, as amended by Act 379 of the Public Acts of the State of Michigan for 1965, as amended, for all officers holding the rank of Patrol Officer, Patrol Officers assigned to any Bureau, within said Department.

2.2: The Township will not interfere with, discourage, restrain, or coerce police officers in the Association from engaging in 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 as 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 Association 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.

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 do so, and the Township shall process such voluntary contributions.

ARTICLE III
REPRESENTATION

3.1: The POAM shall be represented in all negotiations and the Township agrees to negotiate with those representatives as herein provided. The local president or his designated representative and a committee of the local, not to exceed five (5) shall also serve on the bargaining committee.

3.2: If the bargaining committee of the Association so requires, the department shall permit three (3) on-duty officers to serve on the bargaining committee without loss of benefits, upon approval of the Chief of Police, depending upon the manpower situation at the time. However, not more than four (4) members of the Clinton Township Police Department shall be at the negotiation table at one time.

3.3: Two (2) members of the Local Association Executive Board, in addition to the Local Association President, may be excused from duty, for the business portion of the monthly Local Association meetings, upon approval of the Chief of Police, depending upon the manpower situation at the time.

3.4: The president of the Local Association or an 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 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 Local Association President or his designate, with the approval of the Chief of Police, 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 IV
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 "ten (10)" or "fifteen (15)" days are used in this article they shall be defined to be ten (10) or fifteen (15) working days exclusive of holidays, Saturdays and Sundays.

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

- A. Any matter involving an alleged violation of any other provisions of this agreement or Act 78 of the Public Acts of the State of Michigan of 1935 as amended.
- B.
 - 1. Matters relating to rate of pay.
 - 2. Matters relating to wages.
 - 3. Matters relating to hours of employment.
 - 4. Matters relating to conditions of employment as set forth in this contract and those matters of health, safety and general welfare of employment not necessarily provided for in this contract.

4.3: Every officer covered by this Agreement shall have the right to present grievances in accord with the following procedure commencing with Section 4.4; however, whenever any grievance could cost the Township more than \$5,000.00, it shall be automatically processed to Step Four of the Grievance Procedure.

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.

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 One, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step One, the grievance shall be submitted in written form within fifteen (15) days to the appropriate administrator of the aggrieved i.e. Uniform Division Administrator or Criminal Investigation Administrator for review, 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 Two, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step Two, 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 Local President or a designated representative of the Local 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 Three, or a written answer is not submitted within the fifteen (15) day limit as prescribed in Step Three,

the grievance shall be submitted in written form within fifteen (15) days to the person designated by the Clinton Township Board as having authority to review grievances and settle grievances who shall presently be designated as the Human Resources Director unless changed by the Township Board in the future. The designee or the Board shall meet with the Union representatives within fifteen (15) days. After having met with the Union, the designee or Township Board has fifteen (15) days to submit his or their answer in writing to the Union.

STEP 5: Arbitration or an Act 78 Civil Service Hearing:
If a satisfactory settlement is not reached in Step Three or Step Four, or if the Township Board does not meet with the Union within fifteen (15) day limitation or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step Three, 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 an 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 the American Arbitration Association requesting that an arbitrator be selected with the assistance, and under the rules of the American Arbitration Association, or if mutually agreed upon the moving party may submit the matter to Federal Mediation and Conciliation Service.
- 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 arbitrator shall have no power or authority to rule on the discipline or discharge of any probationary employee. In cases of discipline and discharge, if the Civil Service forum is chosen, the Union shall only represent probationary employees through the Civil Service Board level under Act 78.
- H. 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.
- I. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees, and the Township, on those matters within the jurisdiction of the arbitrator.

4.6: CIVIL SERVICE & PROCEEDINGS

- 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 No. 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. 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. All employees shall have the right to be present and be represented by the Local 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 official entries being added to his personal work file.

- D. 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 of 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.

ARTICLE V
PROMOTIONS, LAY-OFFS, SUSPENSIONS,
DISCHARGES AND REINSTATEMENTS AND TERMINATION OF EMPLOYMENT

5.1: The provisions of Act No. 78 of the Public Acts of the State of Michigan for 1935, as amended, are adopted by reference as if fully stated herein with reference to Promotions, Lay-offs, Suspensions, Discharges and Reinstatements and Termination of the Employment.

5.2: 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 as an employee.

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

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

ARTICLE VI
SENIORITY-TRANSFER-JOB OPENINGS

6.1: All original appointments to any position in the police department shall be for a probationary period of one (1) year after the completion of the legally required courses of basic training. Once the officer completes the required basic training under Act No. 47 of the Public Acts of the State of Michigan, 1971, as amended, and has completed the one (1) year period following the successful completion of said basic training, then the officer shall accrue seniority retroactively to the initial date of employment as a full-time police officer with the Clinton Township Police Department.

6.2: A seniority list shall be furnished to the Association by the department once each year.

6.3: It is understood that transfers within the bargaining unit are not permanent. Transfers shall not be made unless notice of vacancy has been posted on the Union's bulletin board for a minimum of ten (10) days. This time period shall be to allow all persons interested in said vacancy to file a written request for consideration. Any person who does not work for any reason, during the time a notice of vacancy is posted, shall be included on the list as if they had made a written request and shall be eligible until such time they are contacted and request that they not be considered.

6.4: Any officer interested in filling said vacancy shall file a written request within fifteen (15) days from date of posting or date contacted, in event they were not working during the period notice was posted, for consideration of said vacancy.

6.5: Seniority shall be the first consideration in filling vacancies and transfers, however, the Chief of Police may consider equally a person's ability, training and education concerning the following positions: school liaison (youth officer), special investigations (i.e., comet, mats, waymac, or other multijurisdictional investigative teams), and training officers. If a position is filled by a person who has less seniority, all

persons with more seniority who filed a written request for consideration shall have the right to grieve the decision through the grievance procedure, if they feel the decision is unjust. With the exception of the above defined positions, the officer having the most seniority shall receive the position and/or transfer.

6.6: In the event a person who is assigned to a bureau for more than ninety (90) days is removed unjustly by the Chief or administration, that person has the right to contest such removal through the grievance procedure.

6.7: Probationary officers shall not be assigned to any bureaus except in an emergency situation as designated by the Chief of Police, and then only for a period not to exceed ninety (90) days, unless written approval is given by the president of the Local Association.

6.8: Management shall be allowed and encouraged to rotate members without rank into the bureaus to better acquaint them with the total operation of the police department. Such rotation shall be selected based on seniority with a minimum of five (5) years and the officers moved into any bureau or non-uniform position shall not exceed a three (3) year duration into that bureau or other bureaus during the same three (3) year period unless approval is obtained from the Union.

The Union acknowledges that under these conditions Section 6.6, (the ninety (90) day rule) is also waived.

6.9: Positions or assignments that are made on a restricted basis because of the health or physical problems involving the personnel shall not be subjected to the Seniority-Transfer-Job Opening procedure.

6.10: Effective with the vacancy of the permanent patrol persons presently existing in the Detective Division Section of Criminal Investigation Bureau, their replacements shall be awarded a two (2%) percent rate of pay increase one (1) year after being placed in that position and said two (2%) percent rate of increase shall continue each year until a Sergeant II's rate of pay is achieved. The permanent patrol person assigned to Special Services shall also have his/her pay increased two (2%) percent per year until reaching the pay of a Sergeant II. The selection of the persons for these three (3) permanent positions shall be based solely on seniority.

ARTICLE VII
HOLIDAY PAY

7.1: All officers shall receive a lump sum payment in the last pay period of November, each year, for thirteen (13) holidays. The said holidays are:

New Year's Day - Traditional - January 1
Washington's Birthday - Presidents Day
Lincoln's Birthday - February 12
Good Friday - Observed
Easter - Observed
Memorial Day - Observed
4th of July - Traditional - July 4
Labor Day - Observed
Veteran's Day - Observed
Thanksgiving - Observed
Christmas Eve - Traditional - December 24
Christmas Day - Traditional - December 25
New Year's Eve - Traditional - December 31

In addition to the above payment, all officers 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 scheduled 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 the last scheduled day before and the first scheduled day after said holiday unless the officer is excused from working those scheduled working days. The excuse, under this section, shall be at the option of the Chief, the Inspector, the Deputy Chief, or in their absence their designee. An approved vacation day immediately before or after a holiday shall be a valid excuse under this section.

7.2: FAIR DISTRIBUTING OF HOLIDAYS

- A. Holidays shall be assigned by offering the holiday to members within their respected shifts or bureaus on the basis of those with the fewest holidays worked are given the opportunity to work first. If they refuse, they are charged with the day just as if actually worked. When the number of holidays worked are equal, seniority shall prevail and the senior member shall be offered the holiday first. If it is impossible to fill the holiday assignment with volunteers then members with the lowest seniority shall be ordered first.

- B. All members assigned to Bureaus shall be required to work on the following six (6) holidays: Lincoln's Birthday, Washington's Birthday, Good Friday, Veterans' Day, Christmas Eve Day and New Years Eve Day without receiving the extra days pay for those days worked.

ARTICLE VIII
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.

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.

Members working in conjunction with their regularly scheduled eight (8) hour shift 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.

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 (2) the hourly shift rate worked.

8.2: Effective with the implementation of this Contract, when members appear in any court, administrative hearing, morgue assignment, etcetera, 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 hours spent on such assignments with a minimum of three (3) hours for each appearance. Members appearing in court on certain holidays cannot earn more than one and one-half (1-1/2) times their hourly base rate. Members appearing in any court, administrative hearing, morgue assignment, etcetera, during a scheduled vacation period shall be paid at the overtime rate of two (2) times their normal hourly base rate for all hours spent on such assignments with a minimum of three (3) hours for each appearance. When members receive notice to appear in any court or administrative hearing, etcetera, during a scheduled vacation period it shall be the responsibility of the member to contact the proper authority to re-schedule the appearance. If a member is

unable to re-schedule the appearance they are to notify their shift commander.

8.3: Effective with the implementation of this Agreement, any member notified to stand by, they shall receive a minimum of two (2) hours pay. If the stand by period exceeds six (6) hours, they shall receive a minimum of two (2) additional hours pay. The standby provision shall not be used except when the court orders a member to stand by.

8.4: A. Overtime under one (1) hour shall be computed in the following manner:

0 minutes to 15 minutes equals zero (0)
15 minutes to 30 minutes equals one-half (1/2) hour
30 minutes to 60 minutes equals one (1) hour

B. Overtime over one (1) hour and beyond established minimums per the contract shall be computed in fifteen (15) minute increments as listed below:

5 minutes to 15 minutes equals 15 minutes
15 minutes to 30 minutes equals 30 minutes
30 minutes to 45 minutes equals 45 minutes
45 minutes to 60 minutes equals 1 hour

8.5: OVERTIME DISTRIBUTION

A. Overtime shall be allotted as follows: at the beginning of each fiscal year and special details those officers interested in working overtime will be placed on an overtime list by seniority, in each of the appropriate overtime books (Road Patrol Book/Special Details Book). When overtime is necessary the following procedure will be used:

1. Officers who are members of the affected shift will be called by number of hours if off duty.
2. If none are available, any officer from any shift shall be called by number of hours.
3. If no off duty officers are available, then overtime shall be offered to existing or oncoming shifts by number of hours, in compliance with the maximum allowable twelve (12) continuous hour policy.

B. Each officer to whom an attempt was made irregardless of response, contact, or non-contact,

will be charged with the amount of hours that were available. The above format will be followed until the end of the fiscal year. In the event of more than one person having equal amounts of charged hours, seniority shall prevail. Seniority shall prevail until such time the officers have been given the opportunity to work then the number of hours charged shall determine the order officers are called. An officer with the least number of hours charged shall be called first.

- C. Amounts of four (4) hours or less may be offered to existing or oncoming shifts, without contacting officers who are off, but above format must still be followed.
- D. Officers who do not request to be placed on the overtime list shall not be held over for more than two (2) hours, unless all officers on the overtime list are called using the above procedure, or ordered to work overtime when scheduled off unless it is an extreme emergency.
- E. Officers who initially requested not to be placed on a specific overtime list shall be included should they later request same in writing. However, upon being placed on the list they shall assume the highest amount of hours currently on the list at the time of placement. Likewise, officers may request to be removed from any list at any time by doing so in writing.

8.6: Compensatory Time.

- A. Compensatory time shall be accumulated as follows:
 - 1. No more than eighty (80) hours of compensatory time will be allowed on the books at any given time.
 - 2. No more than a total of one hundred-twenty (120) hours are to be taken in any contract year.
 - 3. The eighty (80) and one hundred-twenty (120) hours respectively are for each individual.

B. Compensatory time shall be used as follows:

1. Compensatory time is to be used only when manpower permits, with the approval of the shift or bureau commander.
2. No more than two (2) days or an accumulation of sixteen (16) hours are to be taken in any given schedule.
3. Compensatory time may be used by itself or in conjunction with vacation or leave days.

Payment for Compensatory. Upon separation from service, officers shall be paid for all their accrued compensatory time. In the event the separation is due to the officer's death, the payment for accrued compensatory time shall be paid to the officer's estate or legal representative or to their immediate family as provided by law.

ARTICLE IX
VACATIONS

9.1: Vacation days shall be granted after six (6) months of satisfactory employment has been completed, and at that time, the computation for vacation days reverts back to date of initial employment. All vacation days shall be earned and accumulated on a monthly basis at the following rates:

9.2: Members with less than six (6) years shall earn one and one-sixth (1-1/6) days per month. Members with six (6) years through twelve (12) years shall earn one and three quarters (1-3/4) days per month. Members with over twelve (12) years of service shall earn two and one-sixth (2-1/6) days per month until April 1, 1991 when they shall earn two (2) days per month. These amounts are reflected in the following:

YEARS OF SERVICE

| | |
|--------------------------------|------------------------------------|
| Start through 5 years | 14 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 4/1/91 | 26 days/year (2-1/6 days/month) |
| Over 12 years effective 4/1/91 | 24 days/year (2 days/month) |

The purpose of this article is to guarantee each member a winter and summer vacation if wanted. This does not preclude members from taking vacation days upon availability.

9.3: Vacations are a temporary separation from service. For the purpose of this definition a vacation shall be construed to include the standard number of leave days granted in conjunction with the vacation. A member shall be granted a minimum of two (2) vacations per year but shall not be restricted to two (2) if they have accumulated vacation days on the books. Members shall be granted a summer and winter vacation, as the case may be, at the expiration of six (6) months of initial service and thereafter as they are entitled to same.

9.4: The annual vacation season shall be divided into a summer and winter vacation period. The summer vacation period shall be from May 1st through October 31st. The winter vacation period shall be from November 1st through April 30th.

9.5: Vacation Selection Schedule. The vacation selection time period shall be completed as follows:

| | |
|-------------------------------------------------------------|------------------------------------------------------------|
| First pick-summer vacation: Third Wednesday in March | Second pick-summer vacation: Third Wednesday in April |
| First pick-winter vacation: Third Wednesday in September | Second pick-winter vacation: Third Wednesday in October |

9.6: Vacations shall be drawn in accordance with the police officer's seniority. In the case of a tie between officers having identical seniority, priority shall be determined by the position the member was at on the eligibility list at the time of appointment. Trading of vacation periods shall be permitted. Officers may submit absentee requests.

9.7: Vacations shall be selected by the following procedures: The highest seniority member on each shift or in the bureaus will have the opportunity to select first, then the next most senior and etcetera until everyone eligible has been given an opportunity to select a vacation. A second vacation selection within the same season shall be granted provided that each eligible member has exercised his first vacation selection. The same procedure shall be followed in the second pick with regard to seniority.

9.8: Scheduled vacations may include any combination of leave, furlough, personal business or compensatory time to a maximum of twenty-one (21) continuous days. Any vacation over twenty-one (21) days must be approved by the Chief of Police or his designee.

9.9: A member who selects a vacation in either the summer or winter period shall be responsible to take those dates which they have selected unless, a minimum of thirty (30) days prior to the starting date of their vacation, they notify their shift commander of their intention to cancel their vacation period. A member may cancel their vacation period with less than thirty (30) days notice based upon extenuating circumstances with the approval of their shift commander.

9.10: The Clinton Township Police Department shall furnish a calendar of the vacation selection as indicated in Section 9.5. officers shall place their names down for each day they are requesting. The type of days which the officer chooses to make up his vacation, furlough, leave, personal business or compensatory time will be placed on the monthly leave request form. Officers shall be required to take a minimum of two (2) leave days per seven (7) day vacation period; four (4) leave days per fourteen (14) day period, six (6) leave days per twenty-one (21) day period. Vacation periods overlapping into half (1/2) weeks will include one (1) leave day; three (3) leave days per ten (10) day period, five (5) leave days per seventeen (17) day period.

9.11: A minimum of two (2) officers from the same shift or in the same bureau will be allowed on vacation at the same time. However, a member who is required by the department to transfer shifts or transfer from or to a bureau after a vacation selection period shall be allowed to take their previously selected period.

9.12: A vacation selection during the Christmas Eve/Christmas Day, New Year's Eve/New Year's Day period shall not extend through both Christmas and New Years.

9.13: Upon separation from service, members shall be paid for all their accrued vacation days. In the event the separation is due to the member's death, the payment for accrued vacation days shall be paid to the member's estate or legal representative.

9.14: Thirty (30) days is the maximum number of days which may be carried forward from one fiscal year to the next. Although vacation days may accumulate during the fiscal year in excess of thirty (30) days, they shall not be forfeited as long as they are used before the end of the fiscal year.

9.15: Members shall be entitled to receive, in advance, a regular check that would normally fall during their vacation provided that request for such check be submitted to the Chief at least four (4) weeks prior to the date the check would normally be issued. Vacation checks will only be run and issued with regularly scheduled payroll runs.

9.16: Members shall be entitled to cash in for pay vacation days once each year according to the following maximum provided they maintain a minimum of ten (10) days on the books:

| | |
|--------------------------------------|----------------|
| For the years 4-1-89 through 3-31-91 | Ten (10) days |
| For the years 4-1-91 through 3-31-92 | Eight (8) days |
| For the years thereafter | Five (5) days. |

ARTICLE X
SICK LEAVE AND LONG TERM/SHORT TERM DISABILITY

10.1: All officers shall be entitled to sick days with pay based on one (1) day per month at the officer's straight time rate of pay. Unused sick days shall be accumulated to the officer's credit for use at any future time. Fifty percent (50%) of accumulated sick leave shall be paid in the case of retirement or payment to beneficiaries 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.

10.2: Sick days earned prior to the implementation of this Agreement and sick leave earned after the implementation of this Agreement shall be referred to as sick days, with the following exception: Sick leave earned prior to the implementation of this contract which is in excess of one hundred and two (102) days shall be maintained separately and shall be referred to as "bank sick days."

10.3: 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. 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.

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

10.5: The parties agree that upon implementation of this Agreement the Township shall provide officers with short term disability benefit which shall provide sixty-six and two-thirds (66-2/3%) percent of his/her salary after a waiting period of one hundred (100) calendar days. The Township agrees to maintain and provide at no cost to the officer hospital, medical, life, dental, and optical insurance at the same benefit level being provided to

the collective bargaining group. This coverage shall be maintained during the waiting period as well as through the short term disability benefit period. The Township shall also provide long term disability benefits in accord with the benefits of the Insurance Policy and Summary Plan Description in the Financial Director's Office, except as modified by this collective bargaining agreement. The benefits of the above plan shall not be diminished without the mutual agreement of both parties. A copy of the long term benefits are contained in the policy and description recited above and has been given to the Union secretary and is available for examination in the Financial Director's office.

10.6: Any sick days in excess of one hundred and two (102) sick days at the end of each contract year shall be paid for in the second pay period in April at the rate of one-half (1/2) of the officer's pay per day with the value of base pay being determined as of the last day of the contract year in which the excess was accumulated. This amount shall be used in the officer's final average compensation for retirement.

10.7: At the end of each contract year officers shall have the right to sell any amount of sick days in excess of ninety (90) days to the Township for one-half (1/2) of his/her pay per day determined by the value of the officer's base pay on the last day of the contract year in which the excess was accumulated. This payment shall be paid in the second pay period in April. This amount shall be used in the officer's final average compensation for retirement.

10.8: Each officer shall have the right to sell all or any portion of his/her "bank sick days" to the Township for one-half (1/2) of his/her base pay per day, provided that an agreement is executed by said officer disclaiming any right to have that payment considered for final average compensation purposes. This provision shall not alter the pay out of accumulated sick days provided for in Section 10.1.

10.9: If an officer is absent from work because of injury or sickness, he/she shall have the option of first using sick days and/or bank sick days, personal days, furlough days, and compensatory days before applying for the benefits under the short term disability program. Once the said officer applies and qualifies for the short term disability benefits, he/she shall not have the right to draw on sick days, personal days, furlough days or compensatory days for any injury or illness arising out of the same cause for which the disability benefit originated. However, at the conclusion of the short term disability period (180 days from when the officer was absent from work due to the injury or illness) and before the commencement of the long term disability, the officer again shall have the option of using sick days and/or

bank sick days, personal days, furlough days and compensatory days before applying for long term disability benefits.

10.10: Once an officer qualifies for disability benefits under the long term policy the officer may maintain the hospital, medical, life, dental, and optical insurance that was previously available to him/her while receiving short term benefits provided the officer funds the cost of maintaining such insurance benefits in advance of the time of payment with the further provision that such insurance benefits cannot be maintained for a period exceeding six (6) months.

The times mentioned herein shall not diminish the length of time that the Township is required to supply COBRA benefits, it being the understanding of the parties that the COBRA benefits will be available to the officers and commences once the Employer ceases to provide the insurance benefits mentioned herein and the officer does not maintain those benefits by paying for them himself/herself during the six (6) months period allowable under the long term disability program.

10.11: Once a regular officer is on long term disability for a period of six (6) months, then that officer shall no longer be an employee of the Charter Township of Clinton regardless of the fact that there are sick days, personal days, furlough days, and compensatory days not used. This provision does not prevent the officer from requesting a leave of absence from the Township before going on long term disability, with the further provision that such leave of absence shall not exceed a maximum period of six (6) months.

10.12: If the officer can return to work within the six (6) months long term disability period, then he/she shall be guaranteed the automatic return to his/her job, with full seniority, providing the returning officer must be able to prove that he/she has sufficiently recovered from his/her disability to the point that he/she can perform his/her duties if requested by management.

If the officer can return to work between the period from six (6) months to eighteen (18) months of being on long term disability, the officer shall have a "preference rating" for the next police officer position available, provided he/she is able to prove that he/she has sufficiently recovered from his/her disability to the point that he/she can perform his/her duties if requested by management. "Preference rating" is understood to mean that the officer shall be offered the first opening as a police officer with the Township regardless of the eligibility lists.

If the officer stays on long term disability for a period in excess of eighteen (18) months, or does not present

himself/herself for the same employment within eighteen (18) months of commencement of long term disability, then and in that event the officer loses all seniority and is treated in all respects as a new employee if he/she desires to return to work.

10.13: The parties hereto agree that this Article is separate and distinct from the leave provisions of Article XIX.

ARTICLE XI
FUNERAL LEAVE

11.1: In the event of death in the immediate family of an officer, he or she shall be entitled when so required to necessary leave time 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, grandparent, mother-in-law, father-in-law, stepfather, stepmother and stepchild. Officers shall be entitled to one (1) day with pay when so required in the event of death of aunt, uncle, niece, nephew, brother-in-law and sister-in-law to attend funeral services.

ARTICLE XII
SHOW UP TIME

12.1: Police officers are required to report for duty fifteen (15) minutes prior to the start of their shift, in order to insure the continuity of police operations, and shall receive an annual lump sum payment of two (2%) percent of their annual base salary as of March 31st. This amount is to be paid on the first pay period following the completion of the contract year. This amount shall be paid pro rata to reflect the period of time worked during the previous contract year. Uniform officers shall be required to attend said roll call.

12.2: If any officer is to be denied pay for the fifteen (15) minute roll call, he shall be denied at the proper rate, that being one dollar and forty cents (\$1.40) per day.

ARTICLE XIII
PERSONAL BUSINESS LEAVE

13.1: Each full time employee shall be entitled to three (3) personal business days per contract year which shall not be deducted from sick leave. These days shall be granted upon the approval of the Chief of Police or his designated representative.

13.2: Personal business days not used during the year may be converted over to vacation days and carried forward to the following year or be converted to cash at the rate of seventy five (75%) percent of the value of the days being converted. Request to convert personal business leave to vacation or cash shall be made no later than February 28 each year.

ARTICLE XIV
HOSPITALIZATION PLAN

14.1: The Township shall assume the full cost of Blue Cross-Blue Shield designated MVF2 Hospitalization Plan with prescription allowance and deductible of two (\$2.00) dollars for the officer and his or her family. This shall include probationary officers as provided for in the hospitalization contract. The Union shall attempt, as soon as possible, to have their members sign for the type of hospital-medical plan that was previously submitted by the Union to the Township and for which the Township granted an additional one-half (1/2%) percent in the wage package.

14.2: The Township shall provide and assume the full cost of hospitalization insurance for retired officers, their spouse and any minor dependent children. The coverage shall be the same as that provided to officers in 14.1 above with the exception of the IMB-OB rider or a comparable policy may be designated from time to time which provides equal insurance benefits. If the employee qualifies for Medicare the Township shall provide a Blue Cross M-65 Policy or the equivalent that supplements the Medicare Program.

14.3: Effective with the signing of the contract or as soon as reasonably possible thereafter, the employees will accept the Blue Cross-Blue Shield P.P.O. Pharmacy equivalent. In addition, the Employer shall provide the Blue Cross-Blue Shield emergency room first aid medical emergency rider.

ARTICLE XV
DENTAL AND OPTICAL PLANS

15.1: The Township shall provide and pay for a dental plan in the nature of "Delta" for the employee and his or her family. This is contemplated to provide the employee and dependents a coverage of one hundred (100%) percent on Class I Preventative, sixty (60%) percent on all other Class I and Class II benefits. There shall be no deductible and will have an eight hundred (\$800.00) dollar limit on benefits per person per contract year.

15.2: The Township shall also provide all members and their dependents with the Optical Service program currently offered other

Township employees. It is further understood that the Township may change carriers providing there is no decrease in the level of coverage.

ARTICLE XVI
LIFE INSURANCE

16.1: The Charter Township of Clinton shall provide each employee 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 employee will be provided with a ten thousand dollar (\$10,000.00) life insurance policy.

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

16.3: The parties hereto agree that the insurance carrier specified in this collective bargaining agreement may be substituted by the Township provided the benefits afforded are equal and the Union approves the substitution.

ARTICLE XVII
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 or 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 the 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.

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.

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.

17.3: 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 XVIII
CLOTHING AND CLEANING

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

18.2: Each member shall receive a "Bank System" for drawing new personal equipment and clothing each year, and for this purpose, the year shall be computed from April 1 through March 31, and credited as an advance for the contract year.

18.3: Uniform officers shall receive six hundred (\$600.00) dollars in said bank each year, and in addition thereto, they shall receive one hundred (\$100.00) dollars in cash as an advance payment for the contract year in the first pay in the month of April. Officers assigned to the permanent positions in the Criminal Investigation Bureau shall receive seven hundred (\$700.00) dollars in cash for new clothing each year. Payments are to be paid at the rate of three hundred fifty (\$350.00) dollars in the first pay period in April, and three hundred fifty (\$350.00) dollars in the first pay period in October each year. These payments are an advance cash allowance for clothing to be used in the course of their employment. Cash allowances shall be prorated on a monthly basis if the officers leave said bureaus, with credit given for the month of leaving, if over fifteen (15) days is spent in any bureau in a particular month. The officers assuming these positions

during a contract year shall have the right to use the remainder of their bank for that year in the form of cash payments.

18.4: When an officer first enters the service of Clinton Township, he shall be furnished a complete uniform by the Township. After he has successfully completed his education courses, his probationary period, and is placed on the seniority system, then, and at that time, he shall be entitled to a clothing allowance as described in the preceding paragraphs; but only upon the date that the same is paid for all officers which shall be prorated to properly account for the time when his or her original complete uniform was given to the employee.

18.5: The Township shall repair or replace certain personal property broken, damaged or lost in the line of duty, if not through the negligence of the officer, in accord with the following limitations:

- A. Uniform items or personal items complimenting the officer's performance, as determined by the Chief, damaged or lost in an incident recited above will be repaired or replaced.
- B. Wedding ring shall be repaired or replaced up to a value of \$200.00.
- C. Watches shall be repaired or replaced up to a value of \$200.00.
- D. Personal health items, such as hearing aids, dentures or partials, eyeglasses and the like, shall be repaired, replaced or paid for at a reasonable cost as determined by the Chief upon proper documentation and information being submitted by the Officer.

18.6: The parties hereto agree that in the event there is a change in the basic uniform, the same would not become effective until the next contract period.

18.7: If a change is made by the Township, the Township will pay for same.

18.8: Management shall list brands or specifications of various uniforms required. If they can be purchased at a savings at any uniform shop by the officers, other than the usual source of supply, the officer may follow normal purchase procedure used by the Department to secure said uniform.

18.9: Safety Vests. The Employer agrees to purchase for each employee a bullet resistant vest at a cost not to exceed five hundred fifty (\$550.00) dollars. 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, and at intervals of five (5) years. Any vest damaged that is not through neglect will be replaced immediately.

ARTICLE XIX
LEAVE OF ABSENCE

19.1: EDUCATIONAL LEAVE Educational leaves of absence shall be granted within the discretion of the Chief of Police for a period of up to one (1) year in order for an officer to attend school on a full-time basis. Upon completion of said leave of absence, the officer shall be returned to permanent duty without loss of seniority, provided there is an opening available and the officer is physically able to perform his or her job. It shall be incumbent and mandatory that an officer on an educational leave shall notify the Township at least one (1) month prior to his or her termination of leave and his or her intent to return to Township employment. His or her failure to so notify the Township will constitute a waiver of the Township's obligation to return him or her to active duty. If he or she wishes in the future then to return to the Township he or she will be considered as a new employee applicant for rehire.

19.2: In the event that the Township does not have an opening available when an officer expresses his or her intent to return to active duty after an educational leave, then and in that event the officer will be returned to active duty when the first opening is available. He or she shall be kept reasonably apprised of the status of openings by the Township.

19.3: Seniority will not accumulate during the leave of absence for educational purposes, but seniority will freeze at the time the officer discontinues his or her service with the department to take his or her leave.

19.4: The officer taking an educational leave shall be allowed to maintain his or her benefits in full force and effect during said leave by making appropriate and timely contributions to the Township for his or her insurance benefits and the like. He or she shall not be considered an employee of the Township while he or she is on leave. Rights of maintaining his or her benefits shall exist only for the one (1) year period.

19.5: ILLNESS (Mental or Physical) A leave for physical or mental illness of an officer may be granted to said officer for a

period up to six (6) months upon approval of the Chief of Police for good cause shown and such approval shall not be unreasonably withheld. During this period of time, the officer may use his or her sick leave that he or she has accumulated. Upon completion of said leave of absence the officer or officers shall be returned to permanent duty without loss of seniority which shall accumulate during this period provided the officer or officers are physically and/or mentally able to perform their duties. The officer who is on mental or physical sick leave for a period of six (6) months shall be allowed to maintain his or her benefits in full force and effect during said leave by making the appropriate contributions to the Township.

19.6: The Township Board may grant an additional six (6) months to any officer who is under a mental or physical leave who cannot return to work during the first six (6) month period under conditions established by the Township Board with respect to the preserving of seniority and the maintenance of benefits and the like. If the officer cannot return to work within one (1) month after the expiration of the year period, then and in that event his or her employment shall terminate. If the officer still expresses the intent to return to his or her job and is not working elsewhere because of the fact that he or she still is under a mental or physical disability, then and in that event for a period of two (2) years following termination he or she shall be maintained at the top of the eligibility list in the event he or she is able to return to work.

19.7: ILLNESS IN IMMEDIATE FAMILY An officer may be granted a leave of absence for a prolonged illness in the immediate family. Said leave is restricted to illness with reference to the spouse, children, mother or father of the officer and is based upon the discretion of the Chief of Police and said leave may be granted up to a six (6) month period. No seniority will accumulate during this period of time, but the officer may maintain his or her insurance benefits and the like by paying his or her pro-rata share to the Township.

19.8: GENERAL LEAVE Employees may be granted a general leave of absence for up to six (6) months with approval of the Chief of Police without loss of seniority already acquired that freezes at that point until he returns to active duty. The officer shall be able to maintain his insurance benefits and the like by paying his pro-rata share to the Township. The Township Board may grant an additional six (6) months general leave, upon written request to the Township Board by the officer. Upon completion of said leave of absence, the officer shall be returned to permanent duty, provided there is an opening available and the officer is physically able to perform his or her job. It shall be incumbent and mandatory that an officer on general leave shall notify the

Township at least one (1) month prior to his or her termination of leave and his or her intent to return to Township employment. His or her failure to so notify the Township will constitute a waiver of the Township's obligation to return him or her to active duty. If he or she wishes in the future then to return to the Township, he or she will be considered as a new employee applicant for rehire.

19.9: In the event that the Township does not have an opening available when an officer expresses his or her intent to return to active duty after a general leave, then and in that event the officer will be maintained at the top of the eligibility list and the officer will be returned to active duty when the first opening is available. He or she will be kept reasonably apprised of the openings by the Township. Provided, however, if an opening is not available within a period of eighteen (18) months from the time the officer commences a general leave, his or her right to maintain eligibility is terminated and held for naught.

19.10: That throughout this Agreement, when an officer is on leave, or for some other reason is not presently "actively" employed and under this Agreement he has an opportunity to maintain benefits, then and in that event, the benefits shall be timely and appropriately maintained by his or her payment in advance to the Township in accord with the directives of the Accounting Department. This provision is not intended to apply to those instances where an employee is "permanently" separated from the Department.

19.11: Military Leave. The Township shall not provide time away from duty unless required by federal or state law. Any employee eligible for time off shall notify the Employer in writing forthwith and notify the Township immediately upon receiving any orders to attend training. The employee, upon request of management, shall attempt to attend training sessions in such a fashion as to minimize the loss of manpower.

ARTICLE XX
OUTSIDE EMPLOYMENT

20.1: All members shall be permitted to engage in part-time outside employment provided that the nature of such work does not downgrade their image as a law enforcement agent or the work schedule interfere with their normal duties as law enforcement officers, subject to the approval of the Chief of Police which shall not be unreasonably withheld.

ARTICLE XXI
CIVIL LIABILITY INSURANCE AND LEGAL COUNSEL

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

21.2: The Union shall be issued a copy of the insurance policy, and each employee shall be required to familiarize themselves with the provisions thereof.

21.3: It is incumbent on each employee to secure their own counsel, to work with the attorneys for the Township or the Township insurance carrier, for those lawsuits which could reasonably be expected to exceed the dollar amount of the insurance protection or causes not covered by insurance. Once a determination has been made that the suit could reasonably be expected to exceed coverage, or if for a cause not covered by insurance, the Township will send notice of same to the employee.

ARTICLE XXII
USE OF PRIVATE AUTOMOBILE

22.1: Officers shall not be required to use their private automobiles in connection with department duties.

ARTICLE XXIII
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 XXIV
SCHOOL TUITION

24.1: An employee who on his or her days off attends 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 or she is enrolled in the course.

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 or 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 or her pay. Advance notice shall not be necessary if the employee is terminating employment.

- A. Employees who submit for reimbursement of funds upon enrollment into a class, shall submit at one time all tuition receipts, book receipts, lab fee receipts, etc. Failure to do so will require that the employee hold all additional receipts until the next time he/she applies for tuition reimbursement.

ARTICLE XXV
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 administration or criminal justice 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 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 relating 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 receives even though he 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 also holds the certificate credits.

25.5: It is further agreed that officers entitled to educational allowance shall receive their allowance annually, pro-rated as of June 30th 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 the execution of this agreement who have earned an equivalent credit of a certificate, said officers shall receive a one time payment of two hundred dollars (\$200). 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). 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).

25.7: It is further agreed with respect to those officers entitled to an educational allowance who became police officers and members of the police department after the execution of this agreement 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, or B.A.-B.S. degree or the equivalent approved hours.

ARTICLE XXVI
WEAPON ALLOWANCE

26.1: Each member shall be compensated at the rate of one dollar and fifty cents (\$1.50) per day for carrying their side arm. Payment for said weapon allowance shall be paid on the last regularly scheduled pay of each contract year.

26.2: It is further agreed that each member covered by this agreement will participate in a mandatory shooting program provided and offered by the Township which will consist of an opportunity to shoot at twenty (20) shoots between the first of May and the end of September during which time members will shoot a minimum of five (5) times with a minimum of one (1) shooting for qualification.

26.3: It is further agreed between the parties hereto that the police department shall have a qualified gunsmith inspect each weapon at least once a year to clean same and determine its condition relative to tuning and safety, and if any defects are found, the same will be corrected before the weapon is returned to the Department for use. Each officer shall be provided a minimum of eighteen (18) rounds of new ammunition each year.

ARTICLE XXVII
LONGEVITY

27.1: All members of the department shall commence earning longevity benefits commencing with their sixth year of service after their anniversary date of hire 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).

27.3: It is hereby agreed between the parties hereto that if the longevity provisions are improved for any other bargaining units, within the Township, the parties agree to change this section of the contract in accord with the improvements made to the other bargaining units, provided it is an increase in benefits rather than a decrease.

- A. After five (5) years of service, the officer shall receive two percent (2%) of his 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 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 base pay for the sixteenth through twentieth year of service.

- D. After twenty (20) years of service, the officer shall receive eight percent (8%) of his base pay for the twenty-first through twenty-fifth year of service.
- E. After twenty-five (25) years the officer shall receive ten percent (10%) of his base pay for his twenty-sixth year of service and successive years thereafter.

27.4: 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 payment 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 pro-rated to the date of termination on a monthly basis with a fifteen (15) day period allowing credit for the terminating month.

ARTICLE XXVIII
SHIFT DIFFERENTIAL

28.1: Members who work the afternoon shift shall receive an additional four percent (4%) over their base hourly rate for each hour worked. Members who work split shifts shall receive an additional five percent (5%) over their base hourly rate for each hour worked. Members who work midnight shift shall receive an additional six percent (6%) over their base hourly rate for each hour worked.

28.2: All shift premium payments shall be included with member's regular pay for the pay period when hours were worked and shall include all overtime and holidays as well as regular scheduled shifts, but will not include hours of overtime paid for court appearances.

ARTICLE XXIX
MEDICAL AND HOSPITALIZATION INSURANCE
FOR WIDOWS OR WIDOWERS AND FAMILY

29.1: WIDOW OR WIDOWER AND FAMILY BENEFITS Upon 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 (1) 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 policies as the Township provided for the employee prior to his 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 or widower remarries, however, in the case where there are dependent children of the deceased employee under the age of nineteen (19) years, then in that event, the widow, widower's 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 shall be paid to the Township at least one (1) month in advance of any premium due date.

29.4: Duty Death - Spouse and Dependent Minor Children. Upon death of any full time officer of the police department, should death occur on duty, 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, widower'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 XXX
SUBCONTRACTING OF UNIT 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 XXXI
MINIMUM PERSONNEL REQUIREMENT

31.1: The Township shall maintain a minimum shift compliment of five (5) patrol officers on the day shift and six (6) patrol officers on both the afternoon and midnight shifts.

31.2: There will not be less than one two (2) officer police car on patrol after 6:00 p.m., nor less than two (2) officer cars on patrol after 8:00 p.m., nor less than one two (2) officer car on patrol after 4:00 a.m., in each shift unless for unforeseen reasons, the officer in charge cannot make arrangements otherwise.

31.3: The officer 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.

31.4: It is agreed and understood that in the event of foot patrol being assigned by the Chief of Police, there shall be two (2) officers assigned to such duty when the assignment of one (1) officer is hazardous, otherwise, one (1) officer may be assigned on foot patrol.

31.5: The Clinton Township Police Station will be manned by at least one (1) full-time police officer at all times, who will be responsible for the booking, printing, photographing and lodging of all prisoners. This officer shall be assisted by the arresting officers when he believes the prisoner or situation creates a potential safety problem.

ARTICLE XXXII
RESERVE OFFICERS

32.1: All persons utilized as Clinton Township Police Reserve Officers or Dispatchers shall be required to wear shoulder patches on their uniforms and/or badges which clearly and conspicuously distinguish such persons as a reserve officer or dispatcher, whichever the case may be. No reserve officer or dispatcher shall be allowed to wear a badge during outside employment.

32.2: No reserve officers shall be assigned to any member of this bargaining unit without member's consent and then only in the capacity of an observer or trainee. Reserve officers shall not be considered as personnel in regards to Article XXXI Minimum Personnel Requirement.

ARTICLE XXXIII
TRADING DAYS

33.1: The exchange work of days may be permitted with the approval of the Chief of Police or the command officer it was requested of, however, sick days shall never be exchanged, traded in, given away or transferred.

ARTICLE XXXIV
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 XXXV
WORK ASSIGNMENTS

35.1: All monthly work assignments and leave days will be posted at least ten (10) days prior to the expiration of the current schedule, and same shall not change after this time without mutual agreement of union members and management.

35.2: Any time off granted by the department in the form of vacation time, personal leave, scheduled leave, leave days or other work leave shall not be canceled by the department if it was scheduled forty-eight (48) hours prior. In an emergency, a change can be made, provided a member receives a minimum of forty eight (48) hours notice.

ARTICLE XXXVI
DEDUCTIONS

36.1: The Township will make arrangements for the deduction of United States Savings Bonds from employees' paychecks.

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 XXXVII
RESIDENCY

37.1: 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 term of this contract.

ARTICLE XXXVIII
BILL OF RIGHTS

38.1: The parties hereto agree that previously in their contract there was an article entitled "Bill of Rights" continuing twelve (12) sections. The parties agree that to shorten this contract those sections shall be deleted but they would have the effect of contractual language and the Bill of Rights will be re-duplicated and given to each officer who shall sign a receipt for same. It is understood that a violation of such Bill of Rights can constitute a cause for grievance since it is considered a part of this contract.

ARTICLE XXXIX
DISCIPLINARY PROCEEDINGS

39.1: When any complaint or charge shall be brought against any 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 be interrogated, except in accordance with the following procedures:

39.2: Employees shall be allowed to have a representative from the Union present at all meetings, conferences or hearings which they believe may result in disciplinary action.

39.3: The officer shall first be advised of the charge or charges against him, either by the Chief or by a Command Officer of the Department.

39.4: The officer shall be advised of his right against self-incrimination and of his right to legal counsel. Legal

counsel may appear with the officer in any subsequent proceedings if the officer so desires.

39.5: NOTIFICATION OF COMPLAINT. When a complaint against an officer is registered by another member of this department, either verbal or written the officer the complaint is made against shall be notified and given an opportunity to reply to said complainant. When necessary this notification may be withheld until complainant is investigated.

39.6: OPTION TO USE ACCRUED TIME INSTEAD OF LOSS OF PAY. Upon mutual agreement between the Chief of Police or his designated representative and the officer being disciplined for minor offenses such as Class II or III offenses the officer being suspended may be allowed to use leave days, vacation time or personal business days in lieu of loss of pay exclusive of any other economic benefits or premiums during this period.

39.7: The officer and his 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 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.

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

39.9: If the officer chooses to make a statement and submit to interrogation, any such statement and any answer 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 interrogations shall be privileged 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 or any authority.

39.10: 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 XL
SALARY STRUCTURE

40.1: The parties hereto agree that the annual base salary for patrol officers for the period extending from April 1, 1993 through March 31, 1997, and thereafter until amended, shall be as follows:

| | <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> |
|---------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Start | 23,559 | 24,266 | WAGES TO BE REOPENED | |
| 6 mos. | 25,676 | 26,446 | FOR NEGOTIATIONS | |
| 12 mos. | 27,792 | 28,626 | | |
| 18 mos. | 29,912 | 30,809 | | |
| 24 mos. | 32,029 | 32,990 | | |
| 30 mos. | 34,147 | 35,171 | | |
| 36 mos. | 36,264 | 37,352 | | |
| 42 mos. | 38,381 | 39,532 | | |
| 48 mos. | 40,500 | 41,715 | | |

No officer shall suffer a reduction as a result of the implementation of such revised wage scale. Wages shall be retroactive to April 1, 1993.

If the parties have not agreed to a new wage scale commencing April 1, 1995 for the two years remaining of this agreement, then and in that event, the Association can request immediate negotiations concerning a two year wage scale commencing February 1, 1995.

ARTICLE XLI
PERMANENT SHIFTS

41.1: Shifts for each contract year shall be determined by seniority as a police officer in the Clinton Township Police Department.

41.2: Permanent shifts for non-probationary road patrol officers shall be divided into two (2) periods. The first period shall extend from May through January, consisting of ten (10) four (4) week schedules and shall be chosen by seniority. The second period shall extend from February through April, consisting of three (3) four (4) week schedules and shall be chosen by inverse seniority. The first period picks and the second period picks shall be made on the third Wednesday in February. All road patrol officers shall put down a first, second, and third choice for each period. Specific shift hours, such as early shift or late shift, shall be indicated also. Officers may submit absentee requests.

41.3: The selection process described in Section 41.2 shall only be applicable to officers while assigned to the road patrol and shall not affect the department's right to transfer officers between divisions and bureaus, which may affect the officer's working conditions.

41.4: Permanent shifts for those officers assigned to bureaus or other divisions other than the road patrol shall extend from April 1st to March 31st and shall be selected on the third Wednesday in February by seniority.

41.5: The police administration may rotate probationary officers in three (3) month intervals for a period of one (1) year. The number of permanent shift picks will not be affected by those on this one (1) year rotation.

ARTICLE XLII
TERM OF CONTRACT

42.1: This contract shall be effective as of April 1, 1993 and shall remain in full force and effect until midnight March 31, 1997. Economic benefits accruing from the effective date of this contract shall be retroactive to April 1, 1993, unless otherwise stated, and shall be paid to bargaining unit members as soon as reasonably possible. It is further agreed that only Article XL SALARY STRUCTURE Section 40.1 shall be reopened for negotiations for salary effective 4/1/95 and 4/1/96.

ARTICLE XLIII
LEGALITY

43.1: 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 XLIV
PENSIONS

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

44.2: 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 average final compensation multiplied by the first twenty-five years of service credited plus 1% for any years 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. "Average final 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) or more years 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.

44.3: Upon normal service and age, 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 mortality table used for the most recent regular actuarial determination.

44.4: The Township shall provide the Union with any changes in the components which make up the elements of Average Final Compensation. At the present time those monetary benefits that are computed for Average Final Compensation purposes are: regular salary, overtime pay, longevity pay, pay in lieu of holiday and/or vacation time, education allowance, show up time and shift differential.

44.5: 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.

44.6: 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 XLV
HOSPITALS FOR EMERGENCY WORK RELATED INJURIES

45.1: 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.

ARTICLE XLVI
MISCELLANEOUS PROVISIONS

46.1: Dress Code For Appearances in Court. Concerning dress code for the appearance of officers in court, the standards are to be set by the Judge in a letter sent to the department.

46.2: Inservice Training and Other Police Training Programs. The Clinton Township police department will make every effort to ensure that its members are afforded opportunities to increase their knowledge of the job through various inservice training programs. Every effort will be made to make sure that each member has an updated first aid card and is also trained in CPR. The training will either be conducted while the member is on-duty or the member will be compensated at the proper overtime rate.

The department will also make arrangements to send at least one man (road patrol) to the Macomb County Community College training programs. This in no way limits the department from sending members to other schools for training purposes, one man per month carried either as work leave or paid the proper overtime rate. Selection shall be based on seniority with the most senior having the first pick and so on down the list until every member has had a choice, then the list starts over again. However, a member may choose not to attend and thus pass his choice on down to the next on the list.

The department shall equalize training sessions between the command officers and the patrol officers by sending at least an equal number of patrol officers to specialized classes or seminars as they send command officers.

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 shall result in a sanction of one day suspension without pay for such member and any additional failures to attend which results in two or more within a one (1) year period shall subject the officer to additional sanctions, up to and including discharge. If an officer is excused from training, the training session will be made up at a latter date. The department will schedule the date for a make up, at which time an officer maybe either on duty or off.

46.3: Vehicle Specifications. The department agrees to furnish vehicles which have a minimum of one hundred twelve (112) inch wheelbase and are equipped with air conditioning.

46.4: Accrued Time Earned. The department shall provide members of the bargaining unit with a running total of their accrued vacation, sick, and personal business days every four (4) months.

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 Police Officers Association of Michigan, as exclusive bargaining agent for the Local Association of Clinton Township Police Officers, has caused the foregoing Agreement to be executed by its duly constituted officers.

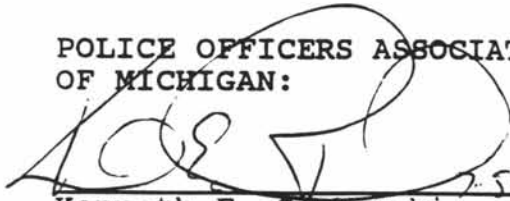
MEMORANDUM OF UNDERSTANDING

It is hereby agreed by and between the Charter Township of Clinton and the Police Officers Association of Michigan (Exclusive Bargaining Agent for the Clinton Township Police Officers Association) to amend the collective bargaining agreement by adding the following:

The parties agree that the de facto operation of the Retirement System for the Charter Township of Clinton, since at least 1985, consists of a defined benefit plan, commonly referred to as an annuity plan, which plans have been treated by the parties of this Agreement and the Board of Trustees of the Retirement System as qualified plans under the provisions of the Internal

Revenue Code. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service Rules and Regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401 (a) or any other applicable Section of the Internal Revenue Code. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e. the pension and annuity) of the plans of the Retirement System. It is agreed that, other than additional administrative and processing costs, the actions required by the Township, pursuant to this Section, shall not result in additional costs to the employer or Pension Fund.

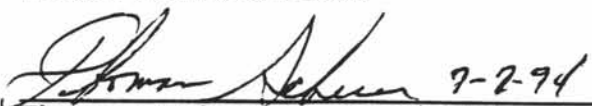
POLICE OFFICERS ASSOCIATION
OF MICHIGAN:

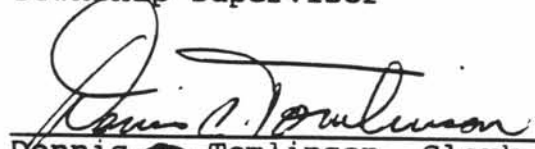

7-5-94
Kenneth E. Grabowski
Business Agent

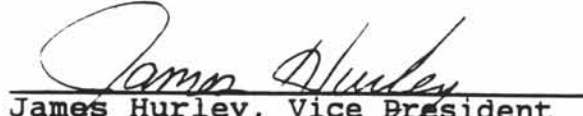
CHARTER TOWNSHIP OF CLINTON:

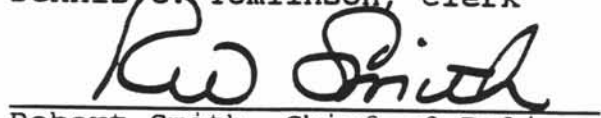

James Sinnamon
Township Supervisor

LOCAL ASSOCIATION:

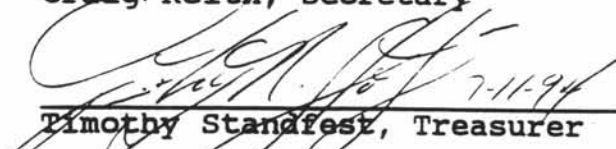

7-2-94
Thomas Scherer, President


Dennis C. Tomlinson, Clerk


James Hurley, Vice President


Robert Smith, Chief of Police


7-10-94
Craig Keith, Secretary


7-11-94
Timothy Standfest, Treasurer


7-11-94
Thomas Albin, Bargaining Committee


7-11-94
David Dunn, Recording Secretary