

3/31/93

AGREEMENT BETWEEN  
THE CHARTER TOWNSHIP OF CLINTON  
AND  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN  
AS EXCLUSIVE BARGAINING AGENT FOR THE  
LOCAL ASSOCIATION  
CLINTON TOWNSHIP POLICE DISPATCHERS  
Effective April 1, 1989 to March 31, 1993

*Clinton Township*

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

**AGREEMENT BETWEEN**  
**THE CHARTER TOWNSHIP OF CLINTON**  
**AND**  
**THE POLICE OFFICERS ASSOCIATION OF MICHIGAN**  
**AS EXCLUSIVE BARGAINING AGENT FOR THE**  
**LOCAL ASSOCIATION**  
**CLINTON TOWNSHIP POLICE DISPATCHERS**



**4-1-89 to 3-31-93**

AGREEMENT

THIS AGREEMENT entered into the \_\_\_\_\_ day of \_\_\_\_\_, 1990, between the Charter Township of Clinton, a Michigan Municipal Corporation, hereinafter referred to as the "Township", and the Police Officers Association of Michigan (POAM), hereinafter referred to as the Association or Union, as exclusive bargaining agent for the Local Association of the Clinton Township Police Dispatchers, hereinafter referred to as Employee and/or Local Association.

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 Township in its capacity as Employer, the employees, the Association, and the citizens of the Township.

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 Association 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 Township recognizes the Police Officers Association of Michigan (POAM) 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 Police Dispatchers within said Department.

2.2: The Township will not interfere with, discourage, restrain, or coerce police dispatchers in the Association from engaging in any lawful activities therein.

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

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

2.7: When the word "dispatcher" is used herein, it shall also encompass the designation of "animal control officer."

ARTICLE III  
REPRESENTATION

3.1: The Association shall be represented in all negotiations by the Local President or his designated representative and a Committee of the Local Association, the total not to exceed three (3). The Township shall negotiate with those representatives as herein provided:

3.2: If the Bargaining Committee of the Association so requires, the Department may permit one (1) on-duty dispatcher to negotiate a working agreement without loss of benefits, upon approval of the Chief of Police, depending upon the manpower situation at the time.

3.3: The President of the Local Association or an alternative may 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.

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

ARTICLE IV  
GRIEVANCE PROCEDURE

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

4.2: A grievance is defined 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 of Act 246 of 1965 as amended.
  - 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 police dispatcher covered by this Agreement shall have the right to present grievances in accordance with the following procedures.

4.4: Internal Procedures

Step One. If either police dispatcher or the Association 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 matter, the Local President or a designated representative of the Local President shall file the grievance in writing within fifteen (15) days with the Police Dispatchers or the Association'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.

4.5: Step Two. 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 Inspector for review, who shall reply in writing within fifteen (15) days from receipt of the grievance.

4.6: Step Three. 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 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.

4.7: Step Four. 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 Clinton Township Board which shall meet with the Union representative within fifteen (15) days. The Union may select an open or closed meeting at their option and if a closed meeting is selected, the Union will give the Board sufficient time to call a closed session according to the laws of the State of Michigan.

- 4.8: After having met with the Union, the Township Board has fifteen (15) days to submit their answer in writing to the Union.
- 4.9: Step Five. 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 the fifteen (15) day limitation or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step Four, 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.
- 4.10: Arbitration. 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 their 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.
- 4.11: 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.
- 4.12: The arbitrator shall have no power to establish wage scale rates on new or changed jobs, or change any wage rates unless it is provided for in this Agreement.
- 4.13: The arbitrator shall have no power to provide agreements for the parties in those cases where, in this Agreement, they have agreed the further negotiations should occur to cover the matter in dispute.
- 4.14: The arbitrator shall have no power or authority to rule on the discharge of any probationary employee. In cases of discharge, if the Civil Service forum is chosen, the Union shall represent probationary employees through the Civil Service Board level under Act 246.

4.15: 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.

4.16: 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.

4.17: 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 by them.

4.18: There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Association, on all bargaining unit employees, and the Township, on those matters within the jurisdiction of the arbitrator.

4.19: Civil Service Hearing. 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. 246 of the Public Acts of the State of Michigan for 1965, as amended.

4.20: The moving party herein will not be allowed to submit unresolved grievances to both the American Arbitration Association and the Civil Service Commission. The submission of the unresolved grievance to either the American Arbitration Association or the Civil Service Commission will preempt the moving party from submitting the unresolved grievance to the body that the grievance has not been submitted to.

4.21: Grievances affecting a number of employees may be treated as a policy grievance and entered at the second step of grievance procedure by the Association.

4.22: 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.

4.23: 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 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

5.1: The provisions of Act No. 246 of the Public Acts of the State of Michigan for 1965, as amended, are adopted by reference as if fully stated herein, except the parties agree to the establishment of a position of Radio Room Leader who will have the responsibility of overseeing the operation of the radio room. The duties of the Radio Room Leader to be established through department policy contained in the job description section of the department rules and regulations entitled Radio Room Leader, Section J-16.

Qualification

Holder of the position of civilian dispatcher for a minimum of five (5) years continuous to the date of job posting.

Selection Process

Leader to be selected from eligible candidates by an oral board.

Position opening will be posted for a period of thirty (30) days prior to the oral interview.

Eligible candidates will indicate their desire to be considered by signing the posting.

Interested candidates will be notified by the Inspector as to date and time of the interview.

Candidates will present themselves for the interview on the date and time specified.

Candidates will answer questions presented to him/her by the oral board.

Candidates will be judged on knowledge of job, appearance, ability to handle themselves, education, job performance, leadership and seniority.

Candidate receiving the highest score from the oral board will be the Leader.

#### Oral Board

Oral Board will consist of three (3) members to be selected as follows:

1. One member selected by department administration.
2. One member selected by the dispatcher union.
3. One member selected by the first two (2) members.

#### Probation

Dispatcher selected as Radio Room Leader must successfully complete a six (6) month probation period beginning from the date of his/her appointment as Radio Room Leader.

#### Uniform Designation

Radio Room Leader will wear the same uniform as all other civilian dispatchers.

### ARTICLE VI SENIORITY AND PROBATIONARY PERIOD

6.1: Probationary period shall be twelve (12) months of continuous work from the date of hire, and seniority shall be retroactive after the completion of a successful probationary period and shall commence with the first day the employee starts work. During said twelve (12) month period the employee shall be allowed a total of twelve (12) days off, however, he shall be charged for the same.

6.2: Whenever reasonably possible, a probationary Police Dispatcher shall not be on duty by himself, it being agreed however that a police officer being available under circumstances where a probationary Police Dispatcher is by himself shall constitute performance of this condition.

6.3: Where employees have the same seniority date, the employee with the highest test score on his/her written civil

service test shall be considered to have the greater seniority for the selection of benefits under this contract.

ARTICLE VII  
HOLIDAY PAY

7.1: All employees shall receive a lump sum payment in the last pay period in November each year for thirteen (13) holidays. The said holidays are New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas Eve Day, Christmas, New Years Eve Day. Effective January 1, 1991 and each calendar year thereafter the dispatchers will eliminate Columbus Day as a holiday and insert Easter as a holiday to conform to the holiday schedule of the Police Department. In addition to the above payment, all employees who work any of the said holidays shall receive an extra days pay based on their base salary for each holiday worked and that extra day's pay shall be included in their regular scheduled pay check covering the pay period in which the holiday or holidays occurred.

7.2: Fair Distributing of Holidays. Holidays shall be assigned by offering the holiday to members, within their respected shifts, 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 they actually worked. When the number of holidays worked are equal, seniority shall prevail and the senior members shall be offered the holiday first. If it is impossible to fill holiday assignments with volunteers then members with the least amount of holidays worked shall be ordered to work. In this case where the holidays worked are equal the lowest seniority member shall be ordered first.

ARTICLE VIII  
OVERTIME PAY, OFF-DUTY PAY AND EMERGENCY PAY

8.1: Members who are required to work more than eight (8) hours on their regular scheduled shift or required to work on any scheduled day off shall be compensated at the overtime rate of one and one-half (1-1/2) times the hourly rate during the shift they worked overtime. Members on vacation shall not be considered for any call back or call in unless it is an emergency call-out, then they shall be paid at twice (2) their normal hourly shift rate.

8.2: Overtime under one (1) hour shall be computed in the following manner:

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

8.3: Overtime Distribution. Overtime shall be distributed in a fair and equal manner which shall consist of all overtime being offered to members with lowest number of hours on books first, except overtime which is incidental to assignment on members regular scheduled shift. If they refuse, it is offered to the next lowest in hours, et cetera, until accepted. All persons who refuse the overtime shall be charged with the hours offered just as if they worked them. In the event nobody accepts the overtime voluntarily, the person with the lowest number of hours of overtime contacted can be ordered to work the overtime. If the amount of hours of overtime on the books is equal, seniority shall prevail.

8.4: Court Time. When members appear in any court, administrative hearings, morgue assignments, et cetera, 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 two (2) hours for each appearance provided it resulted from their work as a Dispatcher.

8.5: Mandatory Training Time. Members may be required to attend training sessions during their regular scheduled shifts or during their scheduled off days provided they are compensated at the rate of time and one-half (1-1/2) their normal hourly shift rate for a minimum of three (3) hours for any sessions attended during scheduled time off. Members on vacation shall not be required to attend any training sessions.

8.6: Extra Pay For Female Dispatcher. The parties hereto agree that if a female dispatcher acts as a matron or searches prisoners during an eight (8) hour duty, then she would be paid one (1) additional hour at the rate of one and one-half (1-1/2) times her regular base hourly rate. Additionally, if the female dispatchers works beyond an eight (8) hour period and has to search or act as a matron during any four (4) hour period, then she will be given an additional one-half (1/2) hour at time and one-half. Also, if the female dispatcher is asked to act as a matron and has to leave the station, then the additional hour or one-half hour as recited above will also be implemented.

8.7: Compensatory Time. The compensatory time directed to all personnel from Inspector Johnson under letter dated February 12, 1988 and adopted as a TA for dispatchers on January 9, 1990 and

attached to this contract shall be the compensatory time contractually approved for the dispatchers.

**ARTICLE IX**  
**VACATIONS**

9.1: Vacation days shall be granted after six (6) months of probationary 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: During the term of this Agreement, members with less than six (6) years service 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, and over twelve (12) years of service (commencing August 1, 1990) members shall earn two (2) days per month.

Start - 5 years: 1-1/6 days per month or 14 days per year  
6 - 12 years: 1-3/4 days per month or 21 days per year  
13 years or more: 2 days per month or 24 days per year

9.3: Vacations shall be scheduled between April 1 and March 31 each year, with the first choice selection being made in the month of January, and the second choice selection being made in the month of February each year.

9.4: Vacations shall be selected by the following procedures:

- A. Highest seniority member will have the opportunity to select first, then the next most senior, et cetera, until everyone eligible has been given an opportunity to select a vacation period which can be as few as one (1) day to a maximum of fifteen (15) days in each selection, which shall be continuous.
- B. After completion of first selection, the second selection will be made by the same procedure as the first selection.
- C. A limit of no more than one (1) member on any shift will be allowed on vacation in the same period.

9.5: 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.

9.6: Thirty (30) days is the maximum number of days which may be carried forward from one contract year to the next. Vacation days in excess of thirty (30) days shall be forfeited at the end of the contract year.

9.7: Members shall be entitled to receive, in advance, a regular check that would normally fall during their vacation provided that request for such check is 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.

**ARTICLE X**  
**SICK LEAVE AND LONG TERM/SHORT TERM DISABILITY**

10.1: All police dispatchers shall be entitled to sick leave, with pay based on one (1) day per month at the dispatcher's straight time rate of pay, until the execution of this contract. Unused sick leave earned prior to the execution of this Agreement shall be accumulated to the employee's credit without limit for use at any future time. Fifty percent (50%) of accumulated sick leave shall be paid in the case of retirement or payment to beneficiaries in the event of death, or if the dispatcher leaves the employment of the Township for any reason provided, however, that the employee has at least five (5) years with the Department.

10.2: A dispatcher who reports for work and leaves because of sickness during his or her first six (6) hours of duty shall be charged one-half (1/2) sick day, but any dispatcher working at least six (6) hours during a shift and then has to leave because of illness shall not be charged.

10.3: One (1) sick leave day per year may be used as a personal day in addition to the personal business leave days granted in Article XIII of this Agreement upon approval of the Chief of Police.

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

10.5: For the remainder of Article X, the above sick days shall be referred to as "bank sick days" and sick days being earned after the execution of this Agreement shall be referred to as "current sick days".

10.6: A probationary dispatcher shall not be entitled to the long term/short term disability benefits hereunder until he/she is appointed or designated as a regular dispatcher.

However, the probationary dispatcher shall be immediately given three (3) current sick days as he/she reports for work and then, for each major portion of a month worked, he/she would earn 7/12ths of a current sick day per month. This accumulation shall continue until the probationary dispatcher becomes a regular dispatcher and then continues until the following April 1. At this time the dispatcher's current sick days will be adjusted and he/she shall be given seven (7) current sick days at the commencement of the contract year in the same manner that the regular dispatchers have their current sick days adjusted and/or paid.

10.7: The parties agree that as of August 1, 1990, the Township will provide the regular dispatchers with short term/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.

10.8: Each regular dispatcher 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 dispatcher disclaiming any right to have that payment considered for Final Average Compensation purposes. This option shall be available for ninety (90) days following the adoption of this Agreement.

10.9: Commencing August 1, 1990, each regular dispatcher will be given five (5) current sick days. Each April 1st thereafter, each regular dispatcher will be given seven (7) current sick days. Any current sick days in excess of ten (10) current sick days at the end of each contract year shall be paid for in the first pay following the end of the contract year in which said days exceed ten (10) at the rate of one-half (1/2) of base pay for such days. The last day of the contract year in which the excess was accumulated will determine the value of the base pay per day.

10.10: If a regular dispatcher becomes disabled and entitled to the benefits of the disability plan, he/she shall have the option of first using current sick days and/or bank sick days, then personal days, and then vacation days before applying for the benefits under the disability plan. Once the said dispatcher applies for the short term disability plan benefits, he/she shall not have the right to draw on sick days, personal days, or vacation days for any injury or illness arising out of the same cause for which the disability originated. However, at the conclusion of the short term disability and before the commencement of the long term disability, the dispatcher again shall have the option of using current sick days and/or bank sick days, personal days, and vacation days before applying for long term disability benefits.

10.11: Once a regular dispatcher qualifies for disability benefits under the short term/long term policy, the Township shall maintain and provide the said dispatcher's hospital, medical, life, dental, and optical while he/she is on short term disability. This insurance shall provide the same benefits as the collective bargaining group is receiving. These benefits may be maintained while the said dispatcher is on long term disability, provided he/she provides funds in advance to maintain insurance benefits during the long term disability, up to a maximum period of 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 dispatcher and commence once it ceases to provide the insurance benefits mentioned herein and the dispatcher does not maintain those benefits by paying for them himself/herself during the six months period provided during the long term disability.

10.12: Once a regular dispatcher is on long term disability for a period of six (6) months, then that dispatcher shall no longer be an employee of Clinton Township regardless of the fact that there are sick days, personal days and vacation days not used. This provision does not prevent the employee 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.

10.13: Upon termination, the dispatcher will be reimbursed for each bank or current sick day at the rate of one-half (1/2) of the base rate per day for that employee, and the vacation days will be paid at the base rate of pay per day in effect at the time the long term disability was applied for.

10.14: If the regular dispatcher 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, providing the returning employee 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 employee can return to work between the period from six (6) months to eighteen (18) months of being on long term disability, the employee shall have a "preference rating" for the next dispatcher job 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.

If the employee 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 employee loses all seniority and is treated in all respects as a new employee if he/she desires to return to work.

10.15: 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 a dispatcher, 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. Dispatcher shall be entitled to one (1) day with pay when so required in the event of the death of aunt, uncle, niece, nephew, brother-in-law and sister-in-law to attend funeral services.

ARTICLE XII  
SHOW UP TIME

12.1: Dispatchers who are required to report for duty fifteen (15) minutes prior to the start of their shifts in order to insure the continuity of police communications operations shall receive a lump sum payment of four hundred dollars (\$400.00) per contract year, pro rated, on a monthly basis and payable on the first pay period following the completion of the contract year.

12.2: Any dispatcher who is denied payment for failure to report for the fifteen (15) minutes shall be denied at the rate of one dollar and eight cents (\$1.08) 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. Personal business days will be granted upon approval of the Chief, however approval of any request for personal business leave submitted at least forty-eight (48) hours in advance shall not be unreasonably withheld.

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 provide and pay the full cost for hospital, medical, and surgical insurance for each employee, including probationary, and his/her legal dependents. An employee may choose from the following two (2) plans:

1. Blue Cross-Blue Shield MVF 2 Hospitalization Plan with prescription allowance and deductible of two (\$2.00) dollars.
2. Health Care Network or equivalent Health Maintenance Organization Plan (HMO) designated by the Township. However, for the employees selecting a HMO, choice #2, the Townships cost shall be limited to that of Blue Cross-Blue Shield, choice #1

14.2: The Township shall provide and assume the full cost of hospitalization insurance for retired dispatchers, their spouse and any minor dependent children. The coverage shall be the same as that provided dispatchers 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 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 this 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 Rider.

ARTICLE XV  
DENTAL AND OPTICAL PLAN

15.1: The Township shall provide a dental plan in the nature of "Delta" for the employee and his or her family with 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 an optical service program. It is further understood that the Township may change carriers providing there is no decrease in the level of coverage now offered under the Eye Care Employees Benefit Plan which is serviced by Mutual Eye Claim Audits Inc., effective February 1, 1983.

ARTICLE XVI  
LIFE INSURANCE

16.1: The Township shall provide a Thirty Thousand (\$30,000) Dollar death benefit life insurance policy with double indemnity in the event of accidental death.

16.2: The dispatchers understand that the life insurance provided by the Township might provide a disability option, and the parties acknowledge that if that option is exercised, the life insurance guarantee of Thirty Thousand (\$30,000.00) Dollars may be diminished. Any officer requesting disability benefits shall assume the obligation of determining how such option affects his life insurance benefits.

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 Worker's Compensation Laws of the State of Michigan shall apply in all accidents, injuries, or illnesses to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury or illness and who is eligible to draw worker's compensation shall be entitled to a supplemental check by the Township for the duration of recovery not to exceed six (6) months from the occurrence of the injury or illness.

17.2: The supplemental check referred to in Paragraph 17.1 above shall be the difference between the worker's compensation benefit and eighty (80%) percent of the employee's base pay at the time of said accident, injury or illness.

17.3: Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for Credit Union, Union dues, and pension

contributions shall be deducted at the full annualized bi-weekly rate. Employees shall be required to submit copies of all Worker's Compensation checks which they have received, to the Police Chief. The Police Chief shall forward same to the Accounting Department with the bi-weekly payroll transmittal.

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 dispatchers.

18.2: When a dispatcher first enters the service of Clinton Township, he or she shall be furnished a complete uniform by the Township which is intended to provide the clothing allowance for the first year of service. After the dispatcher has successfully completed his probationary period including his education courses, then he shall be eligible for a cash and bank clothing allowance when they are next due and payable.

18.3: The first bank and cash allowance that he receives shall be pro-rated to adjust for the first year's service in order that all future bank and clothing allowance will be for the full year in accord with the following paragraph.

18.4: At the end of each contract year, each member shall receive a "bank system" for drawing new clothing, subject to the proration above for a new employee, and for this purpose the year shall be computed from April 1 through March 31, and credited as an advance for the ensuing contract year.

18.5: Dispatchers shall receive Three Hundred Forty Dollars (\$340.00) in said bank each year, and in addition thereto, they shall receive One Hundred (\$100.00) Dollars for miscellaneous expenses in cash as advance payment for the contract year, which payment shall be paid in the first pay period in the month of April.

18.6: The Township shall repair or replace all items of personal property broken, damaged or lost in the line of duty, if not through negligence of the dispatcher. The uniform allowance shall include the cost of alterations, missing buttons, uniform repairs, the sewing on of patches and equipment.

18.7: 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.

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

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

18.10: The payment for damaged personal property listed above shall not exceed Two Hundred (\$200.00) Dollars.

**ARTICLE XIX**  
**LEAVE OF ABSENCE**

19.1: Education 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 a dispatcher to attend school on a full-time basis. Upon completion of said leave of absence, the dispatcher shall be returned to permanent duty without loss of seniority, provided there is an opening available and the dispatcher is physically able to perform his or her job. It shall be incumbent and mandatory that a dispatcher 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 the employee to Township employment or 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 a dispatcher expresses his or her intent to return to active duty after an educational leave, then and in that event the dispatcher 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 dispatcher discontinues his or her service with the department to take his or her leave.

19.4: The dispatcher 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 a dispatcher may be granted to said dispatcher 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 dispatcher may use his or her sick leave that he or she has accumulated. Upon completion of said leave of absence the dispatcher or dispatchers shall be returned to permanent duty without loss of seniority which shall accumulate during this period provided the dispatcher or dispatchers are physically and/or mentally able to perform their duties. The dispatcher 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 dispatcher who is under a mental or physical leave who cannot return to work during the first six (6) month period upon conditions established by the Township Board with respect to the preserving of seniority and the maintenance of benefits and the like. If the dispatcher 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 dispatcher still expresses the intent to return to his or her job and is not working elsewhere because of the fact that he or she is still 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. A dispatcher 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 dispatcher 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 dispatcher 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 dispatcher 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 dispatcher. Upon completion of said leave of absence, the dispatcher shall be returned to permanent duty, provided there is an opening available and the dispatcher is physically able to perform his or her job. It shall be incumbent and mandatory that a dispatcher 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 a dispatcher expresses his or her intent to return to active duty after a general leave, then and in that event the dispatcher will be maintained at the top of the eligibility list and the dispatcher 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 dispatcher commences a general leave, his or her right to maintain eligibility is terminated and held for naught.

19.10: That throughout this Agreement, when a dispatcher 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 in those instances where an employee is "permanently" separated from the Department.

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 police dispatcher or the work schedule interfere with their normal duties as police dispatchers, 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 resulting from performance of his duties, said policy shall be in an amount of not less than the Township is presently carrying.

ARTICLE XXII  
USE OF PRIVATE AUTOMOBILE

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

ARTICLE XXIII  
MAINTENANCE OF CONDITIONS

23.1: The Township will make no unilateral changes in wage, hours and conditions of employment during the term of this Agreement which are contrary to the provisions of this Agreement.

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 related to the police dispatchers service, with the approval of the Police Chief, shall be compensated by the Township for tuition, books and necessary materials that the employee has to pay. The tuition payment shall be based on the amount charged for eighteen (18) hours of credit at the Macomb County Community College, and that amount will be the cap for any tuition payment during any contract year. Upon completion of a course and maintenance of a passing grade, approval of payment of such compensation shall be granted by the Police Chief.

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 dispatcher in the performance of his duties and to this end the parties agree that the Chief of Police, the Township Board and a person to be chosen by the Dispatchers Association shall determine what secondary educational hours shall be allowed as



credit to a dispatcher 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 a dispatcher 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 dispatchers who have earned an equivalent credit of a certificate, said dispatcher shall receive an additional Two Hundred (\$200.00) Dollars per contract year. For those dispatchers who have earned an equivalent of or an Associate Degree, said dispatcher shall receive an additional Four Hundred (\$400.00) Dollars per contract year. For any dispatcher 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 (\$600.00) Dollars.

25.4: It is further agreed that the payments stated above are inclusive rather than cumulative. If a dispatcher who has completed the one hundred twenty (120) hours shall be paid a total of Six Hundred (\$600.00) Dollars annually that will be the maximum he receives even though he has the equivalent of a certificate and an Associate Degree. For those dispatchers who have the equivalent of an Associate Degree and are receiving Four Hundred (\$400.00) Dollars 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 dispatchers entitled to educational allowance shall receive their allowances annually, pro-rated as of June 30th each year and paid in the first regularly scheduled pay in July.

25.6: For those dispatchers who have become a member of the Clinton Township Police Department after September 1, 1988 and who have earned an equivalent credit of a certificate, said dispatchers shall receive a one time payment of two hundred dollars (\$200). For those dispatchers who have earned the equivalent of an associate degree, said dispatchers shall receive an additional one

time payment of two hundred dollars (\$200). For any dispatcher 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 dispatchers entitled to an educational allowance who became dispatchers 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  
LONGEVITY

26.1: All members of the department shall commence earning longevity benefits commencing their sixth year of service after their anniversary date of hire which shall be paid in the last pay period of November for those dispatchers entitled to longevity benefits.

26.2: Longevity shall be computed on the dispatcher'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 (\$13,000.00) Dollars.

26.3: 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 dispatcher 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 dispatcher 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 dispatcher 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 dispatcher 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 dispatcher shall receive ten percent (10%) of his base pay for his twenty-sixth year of service and successive years thereafter.

26.4: It is understood that longevity benefits and payments shall not normally coincide with a dispatcher'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 a dispatcher 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 XXVII  
SHIFT DIFFERENTIAL

27.1: As of April 1, 1990, a shift premium shall be paid to those employees working the afternoon and midnight shifts as follows:

- A. Those employees working the afternoon shift shall receive four (4%) percent of their base wage as premium pay for the afternoon shift worked.
- B. Those employees working the midnight shift shall receive six (6%) percent of their base wage as premium pay for the midnight shift worked.

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

28.1: 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.

28.2: The policy referred to in this section shall be as equal as possible to the coverage 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/widower or 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.

28.3: 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 or widowers 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.

ARTICLE XXIX  
SUBCONTRACTING OF UNIT WORK

29.1: The Township will not, except in cases of emergency, assign work currently being performed by dispatchers covered under this contract to outside agencies and/or departments.

ARTICLE XXX  
MINIMUM MANPOWER

30.1: It is agreed and understood that there will be a minimum of two (2) dispatchers on duty on day, afternoon and midnight shifts. With respect to the minimum dispatchers on duty, this shall be persons actually assigned to dispatching functions and shall not include any dispatchers assigned to animal control or any other non-dispatcher functions. It is further agreed and understood that if one (1) of the two (2) dispatchers required on midnight shift is unable to complete his or her assigned scheduled shift, one (1) dispatcher may be allowed to work alone from the hours of 4 a.m. to 8 a.m. without violating the minimum requirement for midnight shift. In the case of emergency a dispatcher may be required to respond to an animal complaint without violating this article.

ARTICLE XXXI  
TRADING DAYS

31.1: The exchange of days may be permitted within the discretion of the Chief of Police or the command officer it was requested of.

ARTICLE XXXII  
WORK ASSIGNMENTS

32.1: 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.

32.2: In an emergency, a change can be made, provided a member received a minimum of forty-eight (48) hours of notice.

32.3: A policy for shift preferential has been agreed upon between the parties to this agreement providing that the dispatchers with the greatest seniority up to the number needed per shift will be able to select nine schedules of twenty-eight (28) days apiece and choose their shift preference for such schedules in May of each year. In February of each year, the remaining twenty-eight (28) day schedules shall have their shift compliment made up of those number of needed dispatchers with the least seniority having their preference first. The parties agree that during the probationary period, scheduling is determined by management.

ARTICLE XXXIII  
RESIDENCY

33.1: 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 XXXIV  
BILL OF RIGHTS

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

34.2: No employee shall be discharged, disciplined or in any way discriminated against for refusing or declining to submit to a

polygraph examination, lie detector test, or similar test by whatever name called. Paragraphs one and two of this article expressly expire on March 31, 1987 for renegotiation in view of changes in applicable law.

34.3: The Employer or agent shall not utilize any type of recording device or electronic surveillance device to report or transcribe any conversation between the Employer and any employee unless disclosure of such device is made to the employee prior to such conversation, or the Employer has received a proper court order.

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

34.5: Employees shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of the dispatcher's performance of official duties.

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

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

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

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

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

34.10: Employees will not be deprived of liberty or property without due process of law nor denied the equal protection of the laws.

34.11: Any employee involved in a shooting shall not be bound as a condition of employment to make an oral or written statement, including a Preliminary Crime Report, until such time the employee has been able to contact an Association official or attorney and has had a reasonable time to discuss the incident with an Association lawyer. The lawyer shall then be able to counsel the dispatcher during his Preliminary Crime Report or any other oral or written statements that may be required.

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

ARTICLE XXXV  
DISCIPLINARY PROCEEDINGS

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

35.2: Under the terms of Act 246, no employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished except for cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such actions, and all charges shall be void unless filed within 140 days of the date of violation.

35.3: 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.

35.4: The dispatcher shall first be advised of the charge or charges against him, either by the Chief or by a command officer of the department.

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



35.6: The dispatcher and his counsel, if any, shall be entitled to a written statement of the charges, against the dispatcher, 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.

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

35.8: If the dispatcher 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 interrogation shall be privileged and shall constitute a private record, and shall not be made available without the signed consent of the dispatcher to any person or agency, except pursuant to subpoena issued by any authority.

35.9: Any and all of the rights and privileges conferred herein upon members of the Association may be waived by the dispatcher, but any such waiver shall be signed in writing. Nothing herein is intended to contravene any other rights, duties, or privileges contained in Act 246.

35.10: Any dispatcher who is under investigation because of the complaint of a co-worker shall be informed of such circumstances.

ARTICLE XXXVI  
SALARY STRUCTURE

36.1: The parties hereto agree that the annual base salary for the period extending from April 1, 1989 through March 31, 1993, and thereafter until amended shall be as follows:

	<u>Effective</u> <u>4/1/89</u>	<u>Effective</u> <u>4/1/90</u>	<u>Effective</u> <u>4/1/91</u>	<u>Effective</u> <u>4/1/92</u>
Start	\$18,175	\$18,992	\$19,943	\$20,940
1 Year	21,003	21,949	23,045	24,197
18 Months	22,430	23,439	24,611	25,842
24 Months	23,492	24,549	25,776	27,065
30 Months	24,580	25,687	26,970	28,319

Clinton Township (Police Dispatchers)/POAM  
 Effective April 1, 1989 to March 31, 1993  
 SIGNATURE COPY

36 Months	25,644	26,798	28,138	29,545
48 Months	26,706	27,908	29,303	30,768
Radio Room Leader	29,110	30,419	31,941	33,538

Radio Room Leader shall be paid a differential of nine percent (9%) above 48 month Dispatcher.

ARTICLE XXXVII  
TERM OF CONTRACT

37.1: This contract shall be effective as of April 1, 1989 and remain in full force and effect until midnight, March 31, 1993. All wages accruing from the effective date of this Agreement shall be retroactive from April 1, 1989, and shall be paid to bargaining unit members as soon as possible.

ARTICLE XXXVIII  
BARGAINING UNIT DESIGNATION

38.1: Whenever a person is placed in the bargaining unit, whether he be a permanent or temporary employee, he shall be entitled to all the benefits of the bargaining unit.

ARTICLE XXXIX  
LEGALITY

39.1: 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 XL  
RETIREMENT


40.1. All police dispatchers shall be provided retirement benefits under the Michigan Municipal Employees Retirement System, Act No. 427 of the Public Acts of the State of Michigan for 1984, as amended, with Plan C-1 benefits being improved to Plan C-2 with B-1 base effective April 1, 1986.


IN WITNESS WHEREOF, the Township, a Michigan Municipal Corporation, has caused the foregoing instrument to be duly certified and executed by the Township Board and the Police Officers Association of Michigan, as exclusive bargaining agent for the Local Association of Clinton Township Police Dispatchers, has caused the foregoing Agreement to be executed by its duly constituted officers.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

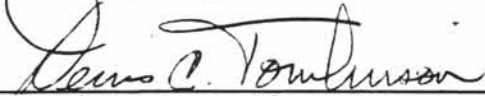
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN


CHARTER TOWNSHIP OF CLINTON

  
\_\_\_\_\_  
William Birdseye  
Business Agent

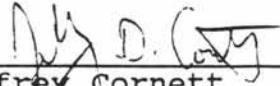
  
\_\_\_\_\_  
Mark Kohl  
Township Supervisor


  
\_\_\_\_\_  
Gordon Evans  
Business Agent


  
\_\_\_\_\_  
Dennis C. Tomlinson  
Township Clerk

  
\_\_\_\_\_  
Robert Smith  
Chief of Police

CLINTON TOWNSHIP POLICE  
DISPATCHERS ASSOCIATION

  
\_\_\_\_\_  
Jeffrey Cornett  
President

  
\_\_\_\_\_  
Deborah Conner  
Secretary

  
\_\_\_\_\_  
Robert LaMarre  
Treasurer

# Clinton Township Police Department

Robert W. Smith  
Chief of Police

22932 RASCH DRIVE  
MOUNT CLEMENS, MICHIGAN 48043

Telephone: 791-2020 — Detective Bureau 791-6810



February 12, 1988

TO: All Personnel  
FROM: Inspector Johnson  
SUBJECT: Comp Time

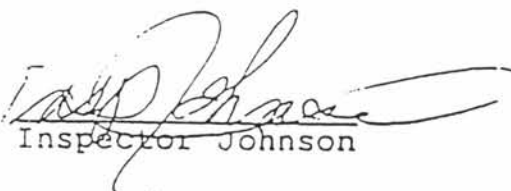
Upon checking the time book, I find that many officers are using comp time far above for what it was originally intended. In order to establish some kind of restrictions on both accumulating and using comp time, the following guidelines are to be followed:

## I. Accumulation

- A. No more than 80 hours of comp time will be allowed on the books at any given time. All personnel that currently have more than 80 hours will not add any more until they are at 80 hours, and then will not be allowed to increase that number beyond 80 hours.
- B. No more than a total of 120 hours are to be taken in any contract year. Time taken prior to the date of this letter will not be counted.
- C. The 80 and 120 hours respectively are for each individual.

## II. Use of Comp Time

- A. Comp time is to be used only when manpower permits, with the approval of the shift or bureau commander.
- B. No more than two days or an accumulation of 16 hours are to be taken in any given shift schedule.
- C. Comp time may be used by itself or in conjunction with vacation or leave days.

  
Inspector Johnson

TA for  
Deputy  
1-9-90

WDJ/sgr