

ORIGINAL 6/30/97
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February 7, 1994

AGREEMENT BETWEEN
DAVISON TOWNSHIP
AND
POLICE OFFICERS LABOR COUNCIL

Effective: July 1, 1993

Davison Township

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AGREEMENT

This Agreement, entered into this ____ day of _____, 1994, between the Township of Davison, hereinafter referred to as the "Employer" and the Police Officers Labor Council, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties hereto.

Purpose and Intent

Section 1.

This Agreement has, as its purpose, the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

Section 2.

It is recognized by both parties that the safety and welfare of the residents of Davison Township are of paramount concern, and that any disputes between the Union and the Employer be resolved in an orderly manner without interruption of public service.

ARTICLE I -- RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Police Officers Labor Council as the sole exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, during the term of this Agreement for those employees of the Employer in the bargaining unit consisting of all full-time police officers. Excluded from the bargaining unit are: The Chief of Police, all other command officers, and all other full or part-time employees employed for the Davison Township Police Department. Part-time employees shall be excluded from all benefits of this Agreement except where they are specifically referenced.

ARTICLE II -- AID TO OTHER UNIONS

The Township of Davison will not aid, promote, or finance any labor group which purports to engage in collective bargaining or make any agreement with any such group or organization.

ARTICLE III -- UNION SECURITY

Section 1.

Employees who are members of the recognized bargaining unit, who are not members of the Union, may join the Union by initiating their Union application form and dues deduction authorization form.

Section 2.

The Township agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the Township provided that the said form shall be executed by the employee. The written authorization for Union dues deducted shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Township and the Union.

Section 3.

Any person employed with the Employer and covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days, shall, as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement in an amount equal to regular membership dues of this Union. Employees who shall fail to comply with this requirement shall be disciplined. The Employer agrees to deduct from the wages of any employee covered by this Agreement who is not a member of the Union all said service fees.

Section 4.

All Union membership dues and service fees will be authorized, levied, and certified in accordance with the By-Laws of the Union. Each employee and the Union hereby authorizes the Township to rely upon and to honor certification by the Director of Labor Services or his agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts to Union dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Director of Labor Services, 667 E. Big Beaver Road, Suite 205, Troy, Michigan 48083.

Section 5.

The Union agrees to save and hold harmless the Township from damages or financial loss which the Township may be required to pay or suffer as a consequence of enforcing the above provision.

ARTICLE IV -- MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the township Board of the Township of Davison, on its own behalf and on the behalf of the electors of the Township, reserves unto itself full rights, authority, and discretion in the discharge of its duties and responsibilities to control, supervise, and manage the Township of Davison. In order to conduct its business efficiently, the Township Board shall have the following rights:

1. To discontinue, temporarily or permanently, in all or part, conduct of its operations;
2. To decide on the nature of materials, supplies, equipment, or machinery to be used, and the price to be paid;
3. To select the employees in accordance with the requirements determined by management;
4. To transfer, promote, or demote employees;
5. To lay off, terminate, discharge, discipline, or otherwise relieve employees from duty for lack of work;
6. To direct and control employees;
7. To establish rules governing employment and working conditions;
8. To determine the size of the work force, including the number of employees assigned any particular operation;
9. To establish the work performance levels;
10. To establish, change, combine, or abolish job classifications;
11. To determine the length of work week and when or if overtime is needed.

All other rights of the township Board are also expressly reserved, even though not enumerated above, unless they are limited by the clear and explicit language of some other provision of this Agreement. The rights of the Township Board enumerated above and all other rights not limited by the clear and explicit language of a clause of this agreement are not subject to the binding arbitration procedures of this agreement.

ARTICLE V -- PROMOTIONS

Section 1.

The Employer is free to appoint such command officers as it shall see fit. In the event the employer creates the line position of corporal and/or sergeant, the following promotional policy will be in effect, to wit:

1. Promotions shall be on a competitive basis.
2. A written and oral examination shall be given each time a vacancy is to be filled or a new position created. The following criteria will be used:

Written examination	55%
Oral examination	25%
Past experience	20%

3. Seniority, attendance, and prior evaluation and/or job performance are also to be considered when evaluating an employee in regard to past experience.

ARTICLE VI -- SAFETY

Section 1.

Employee shall report to his or her supervisor any malfunctions of equipment or unsafe working conditions he or she encounters. Should the employee be dissatisfied with the Employer's response to his report, he may request a special conference as provided for herein in Article XIV.

Section 2.

Each patrol car, except the car used regularly by the Chief, shall be similarly equipped and said equipment shall include a protective screen between the front and back seats.

ARTICLE VII -- WORK RULES

Section 1.

All employees shall be subject to the Davison Township Police Department Policies and Procedures 1982. Revisions and amendments may be made from time to time by the Davison Township Board. It is understood between the parties that revisions and amendments must be reasonable.

Section 2.

At least three (3) days prior to implementation of revisions and amendments, the proposed amendment or revision will be fully explained to the steward. This provision may be disregarded if there is an urgent need to implement the rule, regulation, policy, or procedure.

ARTICLE VIII -- NON-DISCRIMINATION

This Agreement shall be applied uniformly to all eligible members of the bargaining unit and there will be no discrimination of race, creed, color, sex, marital status, political affiliation, national origin, or P.O.L.C. affiliation, with respect to conditions of employment.

ARTICLE IX -- DISCIPLINE AND DISCHARGE

Both the employer and the union prescribe to progressive discipline and the principals of just cause. It is understood and agreed, however, that the employer reserves the right to suspend or discharge an employee for serious infraction without instituting progressive discipline. Probationary employees shall have no right to grieve a discharge during their probationary period.

ARTICLE X -- EMPLOYEE MEETINGS AND TRAINING

The Chief of police may call meetings of all or some of the employees and require training of all or some of the employees at his or her discretion. Employees required to attend meetings or mandated training shall receive their regular hourly rate for each hour spent in such activities. Time spent commuting to and from meetings as mandated training shall not be paid.

ARTICLE XI -- SENIORITY

Section 1.

New employees shall be considered as probationary employees for the first twelve (12) months of their employment. New employees shall receive only their pay and shall receive no other benefits for the first ninety (90) days of their probationary period. Upon satisfactory completion of the probationary period, seniority shall commence with the first date of his or her current employment period. The Employer may, with the consent of the Union, extend a new a employee's probationary period for a period of time up to an additional twelve (12) month period. Whether or not such an extension takes place the new employees probationary period shall automatically be extended for each day that he or she spends in the police academy or is otherwise absent from work for any reason. If during the original or extended probationary period the employer determines that the new employee is not performing satisfactorily for any reason, the employer, without regard to just cause considerations may discharge the employee. The employee shall have no right to file a grievance for such discharge.

Section 2.

The Davison Township Board may grant a seniority credit to employees who have served a number of years with other departments. This credit may be up to seventy-five (75%) percent of such service, but in no case shall be more than five (5) years. This credit shall apply to all aspects of employment.

Section 3.

All decisions involving layoff and recall shall be made according to seniority; provided, however, an employee who would not be eligible for layoff because of his seniority rights may be asked by the Employer if he or she wishes to be voluntarily laid off. The employer will keep the seniority list up to date and will provide the Union with a copy of the list from time to time.

Section 4.

An employee's seniority shall terminate if:

1. The employee quits;
2. The employee is discharged;
3. The employee is laid off for one (1) year or more.
4. The employee fails to return to work within five (5) days after notice of recall is sent to the last known address of such employee as shown on the employee's record. It is the responsibility of the employee to provide the employer with a current address.

ARTICLE XII -- HOURS OF WORK

Section 1.

The normal work period for sworn officers shall be one hundred sixty (160) hours within a twenty-eight (28) day work period. The normal work day shall be eight (8) hours. There shall be two (2) fifteen (15) minute breaks and one (1) thirty (30) minute lunch period each shift. The work schedule shall be based upon four shifts consisting of seven (7) days on two (2) days off, seven (7) days on (two) days off, six (6) days on four (4) days off, or variations thereof. It shall be posted in at least two (2) month segments, at least, thirty (30) days in advance, with a complete year being posted if that is feasible.

Deviations from this schedule which are caused by the Employer and which require the employee to work on his or her vacation days or personal days will be considered to be in excess of the normal work schedule and shall be paid at one and one-half (1 1/2) times regular rate. A good faith attempt will be made to schedule a long weekend for each full-time employee in each twenty-eight (28) day work period. All overtime, shift premium, court time and holiday pay shall be paid in the next following pay check, based upon verified information supplied by the members at least four (4) days before the check is issued. Where

negotiations on a new contract are being held, employee representatives who would ordinarily be on duty will be paid at their regular rate for those hours they would normally be working. Whenever the Chief feels it is feasible and will not interfere with the safety and welfare of the residents of Davison Township, he may schedule work shifts in such a way that permanent shifts can be maintained. The Chief shall consider the length of service each patrol officer has accumulated since their actual hire date in making such shift assignments.

Section 2.

When management determines overtime is necessary, the overtime shall be divided as equally as practicable between the eligible members, provided that they are capable of performing the work. Regular overtime opportunities will be placed on a list. The member who has the least amount of overtime shall be first eligible for the assignment of the available overtime. Should the first eligible member turn down the offered overtime he or she will be charged with having received it and their eligibility shall be adjusted accordingly. The overtime opportunities shall be posted at least eight (8) hours ahead. If possible, emergencies, court time, Breathalyzer duty and investigation shall be excluded from this provision.

Section 3.

The above sections shall not be construed as, and are not a guarantee of any number of hours of work per day or per week. Nothing shall restrict the Employer from scheduling overtime and the employees shall be required to work such overtime unless excused for satisfactory reasons.

ARTICLE XIII -- GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as a claim of violation of any of the provisions of this Agreement. Any grievance filed shall specify the Article and Section alleged to have been violated and the remedy desired. It shall be dated and signed by the aggrieved employee and shall set forth all relevant facts pertaining to the alleged violation. Further, a grievance must be filed within fifteen (15) calendar days following occurrence of the circumstances giving rise to the complaint. Claims not conforming to these requirements automatically shall be dismissed as not constituting a valid grievance.

Section 2.

A written grievance shall, in the first instance, be submitted to the Chief or, in his absence, to the Township Supervisor during the time that the general office of the Township is open. It may be submitted by the aggrieved employee or his representative. At the time it is received, it shall be dated and a copy returned to the submitter. The Chief or his designee will within ten (10) calendar days arrange a meeting

with the aggrieved employee and his representative to discuss the grievance. The Chief or his designee shall, within ten (10) calendar days of such discussion, deliver a written answer to the submitter. Grievances not answered as set forth above shall be considered denied and the employee may proceed as set forth in Section 3.

Section 3.

If the answer of the Chief or his designee is not satisfactory, the Union may, within ten (10) calendar days of the first stage answer, appeal the grievance to the police committee of the Township Board. Such appeal, in addition to the first stage grievance record, shall set forth why the first stage disposition is not satisfactory. A meeting to discuss the appeal shall be arranged between the police committee and the representatives of the Police Officers Labor Council within twenty-one (21) days calendar days after it is requested. The Chief and the steward may also attend. Within fourteen (14) calendar days of such meeting, the police committee will answer the grievance in writing; such answer will be delivered to the representative of the Police Officers Labor Council with a copy to the steward.

Section 4.

If the answer of the police committee is not satisfactory, the Union may, within fifteen (15) calendar days of receipt of the second stage disposition, deliver notice to the police committee of its desire to have the grievance mediated.

Section 5.

If the Union requests mediation and the Township agrees, the Michigan Employment Relations Commission will be requested to appoint a mediator in accordance with its then applicable rules and regulations. The mediator's recommendations shall not be binding on either party, but may be adopted by the parties as resolution to the grievance.

Section 6.

Should the police committee not agree to mediation, the Union may serve notice of appeal to arbitration within fifteen (15) calendar days of such refusal. Should the mediator's recommendations not resolve the grievance, the Union may service notice of appeal to arbitration within fifteen (15) calendar days of mediator's recommendation.

The Township and Union will select an arbitrator within even (7) days of receipt of notice of appeal. Should the parties fail to select an arbitrator within the time specified, either party may request the Michigan Employment Relations Commission to select an arbitrator in accordance with its then applicable rules and regulations. Neither party will identify the mediator's findings or recommendations before an arbitrator.

Section 7.

The arbitrator shall be empowered, except as his powers are below, to make a decision in cases of alleged violations of this Agreement:

a. He shall have no power to add to, or subtract from, or modify any of the terms of this Agreement;

b. In rendering decisions, he shall have due regard to the responsibilities of the Township and shall so construe the Agreement that there will be no interference with such responsibilities.

There shall be no appeal from the decision of the arbitrator if made in accordance with his powers. It shall be final and binding on the Union, employees, and the Township.

Section 8.

The fees and expenses of mediation and arbitration shall be shared equally by the Township and the Union, except each party shall be responsible for fees associated with its own advocates and witnesses. The steward shall not be disciplined for the reasonable time he or she takes away from his or her normal duties to process a grievance. The Chief may discipline the steward if he feels this right is being abused.

Section 9.

A grievance not timely appealed to the next higher stage will be considered settled on the basis of the more recent disposition.

ARTICLE XIV -- SPECIAL CONFERENCE

In the interest of sound labor relations between the employees and the Employer, special conferences may be held by mutual consent for the purposes of exchanging ideas and information. Arrangements for such conferences shall be handled by the steward of the bargaining unit, the Employer, or his designee. Such requests must specify the items to be discussed. No other business, except that set forth in the request, may be discussed.

ARTICLE XV -- LAYOFF AND RECALL

Section 1.

The word "Layoff" means a reduction in the work force.

Section 2.

The Board will not use layoff procedures in a discriminatory manner; however, it is the Board's responsibility to determine the level of service to be provided and determine the distribution of funds between departments. Reasonable efforts will be made to provide stable and even employment levels in the police department.

Section 3.

In the event of a layoff, the following procedure shall be followed by classification:

1. An employee who is to be laid off shall receive written notice at least fourteen (14) days in advance of the date the lay off is to take effect.
2. Probationary employees shall be laid off first. Part-time employees will not be used while there are full-time employees on lay off. In the event there is an occasional need for part-time employees while full-time employees are on lay off, then the laid off full-time employee shall be offered the part-time employment and paid at part-time rates, according to the seniority list.
3. The order of recalling laid off employees shall be in the inverse order in which the employees were laid off. Provided, however, if an employee has been laid off for one (1) year or more, he or she shall have no recall rights.
4. Notice of recall shall be sent by certified or registered mail to the employee's last know address as shown of Employer's records. It shall be the obligation of the employee to provide the Employer with a current address and telephone number. A recalled employee shall return to work within fourteen (14) consecutive calendar days, or his employment shall be terminated without recourse to this Agreement unless the time is extended by the employer.

ARTICLE XVI -- BULLETIN BOARDS

Section 1.

The Employer will provide use of a bulletin board in a suitable location within the police department premises which may be used by the Police Officers Labor Council for posting notices. There shall be no posting of advertising, political matter, or objectionable materials.

ARTICLE XVII -- RETIREMENT BENEFITS

The Employer agrees to continue in effect its existing retirement plan. The pension plan may pay either a lump sum or monthly payments, up to the amount that the member may be entitled at the member's discretion in the event of total and permanent disability. The employee may receive upon request, a bi-annual review of his or her pension benefits.

ARTICLE XVIII -- INSURANCE COVERAGE

Dental coverage, life insurance and optical coverage that is currently provided will continue. The Employer reserves the right to bargain with the Union during the term of this Agreement for new or changed coverage. Hospital care furnished shall be the Blue Cross/PPO Program or Blue Care Network, with Master Medical Option 5. Traditional Blue Cross is offered as an option but the employee is require to pay premiums in excess of the cost of the Township PPO Contract.

ARTICLE XIX -- SICK LEAVE

Section 1.

Sick leave shall be provided on the following basis and sick leave may be used to supplement net take home pay for non-occupational injuries and illnesses.

a. One Hundred Four (104) hours per year. Once Three Hundred Twelve (312) hours are accumulated, the employee shall be paid at his or her regular rate of pay for fifty (50%) percent of the unused sick hours accumulated each year above the first Three Hundred Twelve (312) hours.

b. A doctor's certificate shall be required to be presented after three (3) consecutive work shifts in order for the employee to return to work.

c. The employer at his option may at anytime purchase all accumulated sick time from the employee by making a one-time payment equal to the employees regular net rate of pay for fifty (50%) percent of the unused sick days. If the employer exercises this option there can be no accumulation of sick days for the affected employee thereafter.

d. Upon termination under favorable circumstances, the employer will pay the member fifty (50) percent of normal take home pay for the number of days the member has in the bank.

ARTICLE XX -- LOSS OF TIME INSURANCE

The Employer shall provide Loss of Time Insurance including long term disability. Coverage shall be 66.66 (66.66%) percent of wage up to a maximum of five hundred (\$500.00) dollars per week, up to a maximum of 26 weeks. After 26 weeks, coverage shall be 66.66 (66.66%) percent of wage, up to a maximum of twenty-five hundred (\$2,500.00) dollars per month until age 65. Long term disability will be integrated with Social Security.

ARTICLE XXI -- LEAVE OF ABSENCE

Section 1.

Employees may be granted leaves of absence solely at the employer's discretion. Application shall be made in writing and shall state the reason for the leave and the duration. The decision of whether to grant or to deny the requested leave shall be in writing and shall be made on a non-discriminatory basis. No request shall be made for a leave of absence until the employee shall have been employed at least one (1) year. Leave with pay for one (1) member, for up to two (2) days, to attend the annual P.O.L.C. Conference held each year will automatically be allowed.

ARTICLE XXII -- BEREAVEMENT LEAVE

Bereavement leave shall be allowed for all employees who have established seniority. An employee may take a maximum of 24 work hours subsequent to the day of the death without loss of pay where his or her current spouse, child, mother, father, brother or sister dies.

ARTICLE XXIII -- WORKER'S COMPENSATION

In the event an employee sustains an occupational injury, he or she will be covered by applicable Worker's Compensation Laws. In addition, the Employer will reimburse the Employee for any loss in normal net take home pay during the first twenty-six (26) weeks the Employee is off work. Normal net take home pay shall be gross pay minus FICA, State Taxes, federal taxes and Union dues. In the event the employee accepts a lump sum settlement from worker's compensation carrier, then the employers obligation hereunder will cease.

ARTICLE XXIV -- COURT TIME

Employees who are subpoenaed to appear in court on criminal matters arising from their employment with the Township, or who are required by the Employer and/or subpoena to attend job-related hearings, shall be compensated as follows:

a. Two (2) hours of pay at one and one-half (1 1/2) times the regular rate for the Davison District Court;

b. Four (4) hours of pay at one and one-half (1 1/2) times the regular rate for all other hearings.

Provided, however, that no witness fee shall be paid by Employer if Employer is requiring the employee to appear in court during his or her regular work shift. All subpoena fees paid to employees by other jurisdictions shall be placed in the township's General Fund. It is understood that multiple payments for court time during the same time frame are not allowed. The two (2) hour and four (4) hour pay periods are intended to be minimum time for pay purposes. Where court appearances are required for two (2) hour and four (4) hour minimums during the same period, the larger is to be paid. Any employee called to appear at any legal proceeding immediately prior to or immediately subsequent to his or her normal work shift shall be paid at the rate of time and one-half (1-1/2) normal rates only for the time spent.

ARTICLE XXV -- HOLIDAYS

Section 1.

Holidays are designated by the Employer as follows:

New Year's Day (January 1st)
Easter Sunday
Memorial/Decoration Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Friday Following Thanksgiving Day

Section 2.

Each officer shall receive his/her regular rate of pay for each defined holiday.

Section 3.

For the purpose of holiday pay, the start of the shift will determine the holiday.

Section 4.

Officers scheduled to work on one of the above named holidays shall receive time and one-half (1 1/2) the regular rate of pay in addition to their regular holiday pay as defined in Section 2.

ARTICLE XXVI -- VACATIONS

Section 1.

Vacation time can only be scheduled with the department head's approval, who will consider both the wishes of the employee as well as the efficient operation of the department.

Section 2.

Vacation time shall be awarded as follows:

<u>YEARS OF SERVICE COMPLETED</u>	<u>HOURS VACATION</u>
One through three	64
Four through six	104
Seven through nine	144
Ten and over	184

Section 3.

Vacation pay will be paid at the current rate of the employee. Current salary will include any increases in salary schedules by reason of length of service or any percentage increase which an employee is entitled to by reason of any increment plan.

Section 4.

Up to five (5) one day shifts may be taken for vacation one shift at a time, provided, however, that 48 hour notice must be given to the department head prior to the vacation shift being taken.

Section 5.

Vacation requests will be accepted April 1st for the upcoming fiscal year and will be honored on a seniority basis. Any requests made after April 1st will be awarded on a first come first serve basis. All vacation requests must be submitted to the employee's supervisor in writing at least three (3) weeks prior to requested starting date. It will be the employee's responsibility to retain a copy of the approved vacation request. At management's discretion, a waiver may be granted for the three (3) week advance notice.

Section 6.

Vacation hours may not be carried over from one year to the next. An employee may receive 100% payment for up to one-half (1/2) of his or her allowed vacation hours at the end of each year.

ARTICLE XXVII -- WAGES

July 1, 1993	Years Completed	Annual	BiWeekly	Hourly
	Start Pay	25,945	997.88	12.474
	Six Months	26,849	1,032.65	12.908
	One Year	27,868	1,071.85	13.398
	Two Years	28,584	1,099.38	13.742
	Three Years	30,090	1,157.31	14.466
	Four Years	31,449	1,209.58	15.120
	Five Years	32,618	1,254.54	15.682
	Six Years	33,637	1,293.73	16.172
July 1, 1994	Years Completed	Annual	BiWeekly	Hourly
	Start Pay	26,723	1,027.82	12.848
	Six Months	27,654	1,063.63	13.295
	One Year	28,704	1,104.00	13.800
	Two Years	29,442	1,132.37	14.155
	Three Years	30,993	1,192.03	14.900
	Four Years	32,392	1,245.86	15.573
	Five Years	33,597	1,292.17	16.152
	Six Years	34,646	1,332.54	16.657
July 1, 1995	Years Completed	Annual	BiWeekly	Hourly
	Start Pay	27,792	1,068.93	13.362
	Six Months	28,761	1,106.18	13.827
	One Year	29,852	1,148.16	14.352
	Two Years	30,619	1,177.66	14.721
	Three Years	32,232	1,239.71	15.496
	Four Years	33,688	1,295.70	16.196
	Five Years	34,940	1,343.86	16.798
	Six Years	36,032	1,385.84	17.323
July 1, 1996	Years Completed	Annual	BiWeekly	Hourly
	Start Pay	28,904	1,111.69	13.896
	Six Months	29,911	1,150.43	14.380
	One Year	31,046	1,194.09	14.926
	Two Years	31,844	1,224.77	15.310
	Three Years	33,522	1,289.30	16.116
	Four Years	35,036	1,347.53	16.844
	Five Years	36,338	1,397.62	17.470
	Six Years	37,473	1,441.28	18.016

ARTICLE XXVII -- WAGES (cont'd)

Section 2.

A cost of living allowance will be paid in addition to the wages set forth in Section 1 herein. It will be determined as follows:

a. For each four-tenths (4/10) of one percent increase in the Consumers Price Index published by the Bureau of Labor Statistics, U.S. Department of Labor, July 1, 1990, the sum of one (1) cent per hour will be paid.

b. The maximum amount of cost of living will be four (4) cents per quarter.

c. Payments will be made on the first pay period after the computation by the Bureau of Labor Statistics is made.

d. The cost of living allowance will be exclusive of any wage increases that the member is entitled to under this contract.

ARTICLE XXVIII -- LONGEVITY

Those employees who have completed ten (10) years of service and which period has been continuous and not broken by any break in seniority will be eligible to receive a longevity payment in the amount of three percent (3%) which will be paid in a lump sum at the last pay period of November of each year.

ARTICLE XXIX -- NIGHT SHIFT PREMIUM PAY

Section 1.

All full-time employees working second shift shall receive, in addition to their regular rate of pay, a sum equal to two (2%) percent of their annual rate. Said sum to be paid by the Employer on the next pay period.

Section 2.

All full-time employees working third shift shall receive, in addition to their regular rate of pay, a sum equal to four (4%) percent of their annual rate. Said sum to be paid by the Employer on the next pay period.

Section 3.

All full-time employees working the swing shift shall receive in addition to their regular rate of pay, a sum equal to three (3%) percent of their annual rate. Said sum to be paid by the Employer on the next pay period.

Section 4.

An employee shall receive shift premium pay for his/her scheduled shift only.

ARTICLE XXX -- UNIFORMS AND EQUIPMENT

Section 1.

Uniforms and equipment will be provided as per current practices.

Section 2.

Employer will pay for cleaning and maintenance of uniforms up to \$300.00 annually for each employee.

Section 3.

In the event an employee has his own personal property damaged or destroyed while performing his regular duties, Employer shall reimburse him for his loss.

ARTICLE XXXI -- ABSENTEEISM

To protect the public safety, it is necessary that employees work their scheduled shift according to the schedule prepared by the Employer. All employees must appear and be prepared to begin their shifts on time. Tardiness will not be tolerated.

ARTICLE XXXII -- RESIGNATION

In case of resignation, an employee shall not be entitled to the payment of accrued benefits unless said employee has given the Employer, in writing, two (2) weeks notice.

ARTICLE XXXIII -- PART-TIME SCHEDULING

Part-time employees may be scheduled as the Employer chooses.

ARTICLE XXXIV -- CALL IN PROVISION

Employees who are called in and are sent home shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times their regular rate of pay.

ARTICLE XXXV -- MANDATORY TESTING

The Union and Employer agree that the employer may require, at its expense, all or some employees to be tested for alcohol and drugs. Employees may be requested at any time to submit to a mental, psychological and/or physical examination to determine if he or she is fit for duty. Employees will be disciplined for failure to take such tests.

ARTICLE XXXVI -- EFFECTIVE DATES-DURATION

It is agreed between the parties that this contract shall commence July 1, 1993, and continue in full force and effect until 11:59 P.M. on June 30, 1997.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 28TH day of FEBRUARY, 1994

WITNESSETH:

Margaret E. Barron
Virginia L. Cheney

Margaret E. Barron
Virginia L. Cheney

THE TOWNSHIP OF DAVISON

Donald Schub
By: Janet L. Johnston
By:

POLICE OFFICERS LABOR COUNCIL

Richard Bigler
By: Wm J. Doo
By:

LETTER OF UNDERSTANDING
REGARDING THE CONTRACT DATED JULY 1, 1993
BETWEEN DAVISON TOWNSHIP AND
THE POLICE OFFICERS LABOR COUNCIL

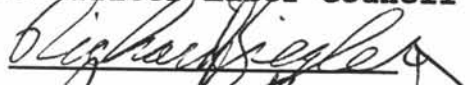

It is understood and agreed between the parties that the township and the union will from time to time during the term of this contract meet to discuss changes in the retirement benefits provided for in this contract. The parties agree that this letter of understanding does not obligate the employer to enhance the existing retirement benefits provided in the contract during its term.

February 28, 1994

Davison Township

By: 
Supervisor

Police Officer Labor Council

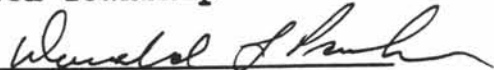
By: 
By: 

**LETTER OF UNDERSTANDING
REGARDING THE CONTRACT DATED JULY 1, 1993
BETWEEN DAVISON TOWNSHIP AND
THE POLICE OFFICERS LABOR COUNCIL**


It is understood and agreed between the parties, the township and the union, that the Chief of Police may modify the shift assignments and hours of work set forth in Article XII herein in any way that he or she sees fit to determine the best way to protect the health and welfare of the resident of Davison township. Any modifications made herein shall correspondingly apply to all other conflicting provisions. Each modification shall be considered temporary unless agreed to by the union and employer and shall not exceed one (1) year in duration.

February 28, 1994

Davison Township

By: 
Supervisor

Police Officers Labor Council

By: 
By: 