

12/31/94

A G R E E M E N T

between

CHARTER TOWNSHIP OF HURON

and

MICHIGAN FRATERNAL ORDER OF POLICE

Huron Township

April 1, 1990 to December 31, 1994

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AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 199__ between the Charter Township of Huron, a municipal body corporate of the State of Michigan (hereinafter referred to as the "EMPLOYER") and Michigan Fraternal Order of Police (hereinafter referred to as the "UNION").

PREAMBLE

The purpose of this Agreement includes the promotion of harmonious relations between the Employer, its employees, and the Union, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties subscribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin or Union affiliation.

The Employer and the Union agree to implement the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

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 Union as the sole, exclusive representative for the purpose 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 the following units, but excluding all other employees and elected officials:

- A. Full time and part time patrolmen and sergeants
who are sworn police officers.
- B. Full time and part time Communications officers.
- C. Animal Control officers.

ARTICLE II

UNION RIGHTS

The Union, as the sole and exclusive bargaining representative of the employees shall have the rights granted to them by applicable Michigan Statutes now or hereafter enacted, except as expressly limited by the terms of this Agreement.

ARTICLE III

MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to limit or impair the right of the Employer to exercise its own discretion, in all of the following matters:

To manage its municipality generally; to determine the number and location of facilities; to decide upon equipment to be used; to determine the services to be provided and the manner of providing them; to determine the work to be performed; to move or remove a facility or any of its parts to other places; to determine the method and place of providing its services; to determine the schedules of work; to maintain order and efficiency in its facilities and operations; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting and quitting time; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best, for the purposes of maintaining order, safety and/or effective operations, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees; to discipline and discharge employees

for cause.

The Employer shall have all other rights and prerogatives, including those exercised in the past, except as limited by the express provisions of this Agreement.

ARTICLE IV

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement.

ARTICLE V

UNION SECURITY

A. 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.

B. Employer 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, provided that the said form shall be executed by the employee. The written authorization for Union dues deduction 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 Employer and the Union.

C. Any person covered by this Agreement, who is not a member of the Association and who does not make application for membership within thirty (30) days after he/she first becomes a member of the bargaining unit, whichever is later, 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 the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Employer from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Employer from fulfilling the obligation to discharge if during such 30-

day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intent to pay the required membership dues or service fee in accordance with this Agreement.

D. The Employer agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction 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 Employer and to the Union.

E. 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 Employer 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 of 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, 7635 Telegraph Road, Suite 395, Birmingham, MI 48010.

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

G. The Union agrees that at no time will it solicit or collect monies of any kind on Employer time.

ARTICLE VI

SUBCONTRACTING AND MERGER

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any non-department employees if it would cause a lay-off of any of the present employees in the bargaining unit at the date of this Contract.

In the event of merger, or the present unit work being taken over by another police agency, present employees shall be incorporated into the new unit with a rate of pay comparable to employees on the succeeding department with like seniority. In the event of merger, employees and the Union will be notified not less than sixty (60) days prior thereto.

ARTICLE VII
UNION STEWARDS

Section 1.

Employees within each of the units shall be represented by one (1) Steward or Alternate Steward per unit. During periods of absence of a Steward, the Alternate Steward shall represent.

Section 2.

The authority of the Steward, or Alternate, is limited to the investigation and presentation of grievances and request for special conferences during his working hours, without loss of pay or time, upon having received permission from the Chief, or Assistant Chief, or immediate Supervisor, in their absence to do so. The Chief shall grant permission within a reasonable time, after the first hour of the shift, for such Steward to leave his work for these purposes subject to overriding work consideration. The privilege of such Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. The Steward, and Alternate, may be required to record time spent. All such Stewards will perform their regular duties in addition to the handling of grievances as provided herein.

Section 3.

The Union will furnish the Employer with the names of its Stewards and Officers who are employed within the unit and changes as they may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the in-

dividual representatives of the Union with which it may be dealing.

Section 4.

The Steward shall be allowed time off, with pay, for negotiating sessions, when such negotiating sessions are scheduled, by mutual consent, within the Steward's normal working hours or at such hours of the day as to make it impractical for the Steward to work his entire regularly scheduled shift.

An annual bank of three (3) days, non-cumulative, will be created to be used by the Steward or Alternate Steward to attend to Union related business. Reasonable notice will be given to the Chief prior to the use of such days.

ARTICLE VIII

SPECIAL CONFERENCES

Section 1.

Special Conferences for important matters will be arranged between the Union and the Employer or its designated representative upon the request of either party.

Section 2.

Such meeting shall be between representatives of the Union and representatives of the Employer, provided arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Conferences shall be held at times mutually agreeable. Bargaining unit employees shall not lose pay for time lost in such special conferences when such special conferences are scheduled during the employee's normal working hours. The meetings may be attended by a representative of the Local Union. Conferences shall include matters on the Agenda, except, when mutually agreed, other matters may be discussed.

Section 3.

Special conferences shall be scheduled within ten (10) days after the request is made, provided that the number of bargaining unit employees present at such meeting shall be limited by the Chief based upon the need for services to be performed for the public.

ARTICLE IX
GRIEVANCE PROCEDURE

Section 1.

A grievance is an expressed violation of a specific article or section of this agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2.

All grievances shall be settled only in accordance with the procedures set forth in this Article.

Section 3.

All grievances shall be handled in accordance with the following steps:

STEP 1. The aggrieved employee shall first discuss the matter with the Chief. If not resolved in this manner, the employee may request to have his/her Steward present. The employee and/or Steward shall discuss the matter with the Chief and if not resolved in this manner, it shall be the responsibility of the aggrieved employee to reduce the complaint to writing on the grievance form provided by the Local Union and to deliver same to the Chief of Police within five (5) regular working days of this Conference. (Regular working days do not include Saturdays, Sundays, or Holidays.)

STEP 2. After receipt of the written grievance, the Chief shall return a written answer to the aggrieved, the Steward and the Business Agent within five (5) regular working days.

STEP 3. After receipt of the written response, if the grievance is not settled, the aggrieved shall submit both the grievance and the Chief's response to the Supervisor or designated Trustee, within five (5) regular working days.

STEP 4. After receipt of the grievance and response of the Chief, the Supervisor, or designated Trustee, may request a conference with the aggrieved, Steward and/or Union Representative within ten (10) regular working days. If no conference is requested, the Supervisor or designated Trustee

must submit a written response to the aggrieved within ten (10) regular working days.

If a conference is held and a settlement is reached, or no settlement has been reached, the Supervisor or designated Trustee will submit a written response to the aggrieved within ten (10) regular working days of the conference.

STEP 5. If the grievance has not been settled in the last preceding step, the Union may submit such grievance to the Township Board within five (5) regular working days of the Supervisor's, or designated Trustee's, response. The Board shall respond to the grievance within ten (10) working days of the grievance's receipt at a regular Board meeting.

STEP 6. If the grievance has not been settled in the last preceding step, the Union may submit such grievance to arbitration, provided such submission is made within thirty (30) regular working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above and such rules shall govern the Arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. The Arbitrator's decision shall be binding on both parties, and the cost of any arbitration proceeding under this provision shall be borne equally between the parties, except each party shall pay the expense of its own witnesses. Grievances regarding suspension or discharge shall start with Step 3 of the Grievance Procedure. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that he may have received from any source during the period in question.

Section 4.

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than five (5) working days after the occurrence of the grievance. However, the parties may mutually agree to extend the time limits.

Section 5.

If at any step of the grievance procedure the employee is given a response by the Employer and fails to take the grievance to the next step, the grievance shall be deemed settled by the Employer's last answer.

If at any step of the grievance procedure the Employer fails to answer a grievance in a timely fashion, the grievance shall be settled in favor of the aggrieved.

Section 6.

Only one (1) grievance shall be presented to an Arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same Arbitrator.

ARTICLE IX "A"

DISCIPLINE AND DISCHARGE

Section 1.

The Employer shall not discharge or lay off for disciplinary reasons any employee except for just cause.

It is mutually agreed that progressive discipline for minor offenses should be employed and, therefore, the employee shall first receive an oral and a written warning notice before more severe discipline is issued. The Union acknowledges, however, that a warning notice, whether verbal or written, need not be issued first for major infractions. Discharge must be followed by proper written notice to the employee and the Union. Specific charges against such employee must be cited, if the employee so requests.

Section 2.

The discharged or suspended employee will be permitted to review his discharge or suspension with his Steward and the Employer will make available an area where he may do so. Upon request, the Employer or his designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 3.

(a) An employee who maintains an offense free record for a period of one (1) year shall have all prior minor offenses removed from his record for purposes of subsequent disciplinary action.

(b) An employee who maintains an offense free record for a period of three (3) years shall have all prior major infractions removed from his record for purposes of subsequent disciplinary

action. A "major" infraction is defined as an infraction that resulted in a suspension from employment for any period whatsoever.

Section 4.

No employee will be required to take a polygraph test and such refusal will not be used against him.

Section 5.

Should a non-probationary employee who has been discharged or given a disciplinary lay off consider such discipline to be improper, a grievance may be processed from Step 3 of the grievance procedure, provided the grievance is submitted within five (5) working days from the date discipline was imposed on the employee.

Section 6.

In the case of discharge or disciplinary lay off without pay, the employee will be given the right to expedited arbitration as provided by the American Arbitration Association.

ARTICLE X

HOURS OF WORK

Section 1.

The normal work day shall consist of eight (8) consecutive hours of work, including a one-half (1/2) hour paid meal period.

Section 2.

A. Patrol Schedule.

The present practice of shift rotation on a 28-day schedule will continue. In the event there are less than three (3) regularly scheduled shifts, employees shall receive two (2) consecutive pass days for each five (5) days worked, except as prevented by scheduled shift changes.

B. Communications Schedule.

The present practice of shift assignment on a seniority basis will continue.

Section 3.

Work schedules for full time employees shall be posted seven (7) days in advance and be for a sixty (60) day period. Schedule changes shall not be made to circumvent the payment of overtime.

Section 4.

Time and one-half (1 1/2) will be paid under any of the following circumstances:

- DAILY: All hours worked in excess of eight (8) hours in any twenty-four (24) hour period.
- PERIODICALLY: All hours worked in any weekly period in excess of forty (40) hours.

Section 5.

A combined overtime list will be maintained for full and

part-time employees. Overtime will be equalized to the extent possible.

An overtime roster will be maintained and will be kept in an accessible location.

ARTICLE XI

COMPENSATORY TIME

Section 1.

Employees shall be entitled to overtime at the rate of one and one-half (1 1/2) their normal hourly rate payable either in cash or compensatory time off at the employee's option subject to the limitations of this Article, and applicable State or Federal law. Compensatory time off may be accumulated to a total of ninety (90) hours (Example: 60 hours of overtime worked = 90 compensatory hours). Compensatory time taken off shall be taken only upon request to and approval from the Chief of Police or his designee, upon not less than seventy-two (72) hours' notice and shall not create an over-time situation. Not more than two (2) days of compensatory time can be used in conjunction with an employee's vacation period. Court time, as provided for in Article XII, Section 3, hereof, can be used as or for compensatory time. Compensatory time must be used in increments of 2 hours.

Section 2.

There will be no unreasonable refusals by supervisors on approval of compensatory time as long as the efficiency of the Department is maintained as determined by the Police Chief or his designee.

ARTICLE XII

WAGES

Section 1. Full-Time Employees.

A. Patrol

	<u>4/1/90</u>	<u>4/1/91</u>	<u>4/1/92</u>
Start	\$21,764.69	\$22,852.93	\$23,995.58
Six (6) Months	22,426.37	23,547.69	24,725.08
Twelve (12) Months	23,414.67	24,585.41	25,814.69
Twenty-four (24) Months	30,279.88	31,793.88	33,383.58
Sergeant	31,939.37	33,536.34	35,213.16

B. Communications

	<u>4/1/90</u>	<u>4/1/91</u>	<u>4/1/92</u>
Start	\$7.65/hr.	\$8.04/hr.	\$8.45/hr.
60 days	8.05/hr.	8.46/hr.	8.89/hr.
12 months	9.84/hr.	10.34/hr.	10.86/hr.

Section 2. Part-Time Employees

A. Patrol

	<u>4/1/90</u>	<u>4/1/91</u>	<u>4/1/92</u>
Start	\$6.54/hr.	\$6.87/hr.	\$7.22/hr.
After 400 hours	7.72/hr.	8.11/hr.	8.52/hr.
After 800 hours	9.63/hr.	10.12/hr.	10.63/hr.

B. Communications

<u>4/1/90</u>	<u>4/1/91</u>	<u>4/1/92</u>
\$7.13/hr.	\$7.49/hr.	\$7.87/hr.

C. Animal Control Officer

<u>4/1/90</u>	<u>4/1/91</u>	<u>4/1/92</u>
\$7.20/hr.	\$7.56/hr.	\$7.94/hr.

Effective April 1, 1993, when Benefit Program E-2 will be in effect (See Article XXV, Section 20), the difference between 11.7% and the total Employer contribution to MERS will be deducted from 5% and the remaining percentage given as a wage increase to the classifications listed above.

Example: MERS after addition of E-2 Benefit Program = 13%.
Percentage wage increase determined as follows:

$$13\% - 11.7\% = 1.3\%$$

$$5\% - 1.3\% = 3.7\%$$

Section 3.

Employees of the bargaining unit who may be subpoenaed to appear in court on matters relating to their work, on days off or other authorized off duty time, will be paid at time and one-half (1 1/2) their regular hourly rate at the minimum of four (4) hours for their court appearance in lieu of any witness fees.

Section 4.

Call-in time for the first hour prior to shift will be paid at time and one-half (1 1/2) for permanent full time employees. All time after the first hour is subject to a minimum four (4) hours

call-in unless payment for a lesser number of hours is mutually agreed to. That is, if an employee is called in not more than one (1) hour prior to his regular shift he will be paid time and one-half (1 1/2) for at least one (1) hour. If an employee is called in more than one (1) hour prior to his regular shift, he will be paid a minimum of four (4) hours call-in time, unless a lesser number of hours is agreed to. Before a Communications Officer is called in, such call-in must be approved by the Chief of Police, the Township Supervisor, or his/her designee. It is the duty and responsibility of the Communications Officer on duty to continue in that capacity until such time as a replacement is available.

ARTICLE XIII

VACATIONS

Section 1.

A. Patrol.

Full-time employees shall be entitled to vacation with pay in accordance with the following schedule:

One (1) Year	"but less than"	Five (5) Years	= 11 Days
Five (5) Years	"but less than"	Ten (10) Years	= 18 Days
Ten (10) Years and thereafter:			= 23 Days

B. Communications.

Full-time employees shall be entitled to vacation with pay in accordance with the following schedule:

One (1) Year	"but less than"	Three (3) Years	= 5 Days
Three (3) Years	"but less than"	Five (5) Years	= 10 Days
Five (5) Years	"but less than"	Ten (10) Years	= 15 Days
Ten (10) Years and thereafter:			= 20 Days

Section 2.

Full-time employees shall be eligible for vacation upon completion of the probationary period. Vacation credits shall be credited each year from January 1 to December 31. In the event employment for the preceding year was for a partial period, earned vacation days shall be computed on a pro-rata basis.

Section 3.

Vacation leave may be cumulative but an employee may not at any point in time accumulate more than two (2) times his earned annual vacation leave.

Section 4.

A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is required by the Huron Township Police Department to reschedule his vacation, the provision of Section 3 will be invoked.

Section 5.

Vacation pay will be paid at the current rate of the employee (exclusive of shift premium). Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of increment plans.

Section 6.

Seniority shall govern the choice of vacation periods subject to reasonable scheduling requirements of the Huron Township Police Department, provided the senior employee makes his choice of vacation time on or before the end of the scheduling period.

Section 7.

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his vacation and the employee utilizes accumulated sick leave credits for the period of illness, the vacation shall be rescheduled for the number of days so utilized.

Section 8.

When a holiday observed by the Employer falls during an employee's scheduled vacation, the holiday will be allowed and the vacation will be extended accordingly.

Section 9.

Upon termination of employment due to resignation, retirement or dismissal, an employee shall be compensated in wages for all unused vacation leave through date of termination.

Section 10.

For the purposes of computing vacation leave in accordance with the above provisions, hours worked shall include excused time off due to sickness or injury.

ARTICLE XIV

HOLIDAYS

Section 1.

Employees required to work on a scheduled holiday off or required to work more than eight (8) hours on a scheduled holiday shall be compensated at double their regular hourly rate of pay for all unscheduled hours worked.

Section 2.

Full-time employees in the bargaining unit who perform no work on a designated holiday shall be paid for eight (8) hours at their current hourly rate of pay.

Section 3.

Employees must work their scheduled day before and their scheduled day after a holiday or be on authorized leave with pay in order to be paid for the holiday.

Section 4.

Part-time employees who perform no work on a designed holiday will receive no pay for that holiday. Part-time employees who work on a designated holiday will be paid time and one-half (1 1/2) their regular hourly rate for those hours worked.

Section 5.

A. The following days shall be designated and observed as holidays for police department personnel:

New Year's Eve
Christmas Day
Thanksgiving Day
Friday after Thanksgiving
Fourth of July
Easter
Veterans' Day

Memorial Day
Good Friday
New Year's Day
Christmas Eve Day
Labor Day
Employee's Birthday
Washington's Birthday

B. The following days shall be designated and observed as holidays for communications personnel:

New Year's Eve
Christmas Day
Thanksgiving Day
Friday after Thanksgiving
Fourth of July
Easter
Columbus Day

Memorial Day
Good Friday
New Year's Day
Christmas Eve Day
Labor Day
Employee's Birthday
Veterans Day

Section 6.

Holiday pay shall be paid by the Employer in one lump sum, as a separate holiday check the first pay day in the month of December.

ARTICLE XV

SENIORITY

Section 1.

Seniority shall mean the status attained by continuous employment with the Employer in a particular classification.

Section 2.

New employees hired on a full time basis shall be probationary employees for a period of one (1) year.

Probationary employees shall have no seniority during their probationary period but, upon successful completion of the probationary period, their seniority shall date from their date of hire.

Probationary employees shall be represented by the Union and shall be subject to the terms of this Agreement, except for matters involving discipline and discharge for reasons other than Union activity.

A part-time employee who becomes a full-time police officer and who has a minimum of 4160 hours as a part-time officer will not have to serve a probationary period.

Section 3. (a).

A regular full time employee shall have any previous part time employment with the Township counted towards his seniority at the rate of the actual number of hours worked, with 2080 of such hours equal to one (1) year's seniority.

Section 3. (b).

A regular part-time employee's seniority shall date from his most recent starting date of part-time employment within the

bargaining unit.

Section 4.

There shall be separate seniority lists for regular full-time employees and regular part-time employees.

Section 5.

An employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

Section 6.

An employee shall lose seniority for the following reasons:

- (a) the employee quits or is discharged
- (b) the employee has been on lay off for a period of time equal to his seniority, or eighteen (18) months, whichever is shorter
- (c) the employee is absent from work, including failure to return to work following a leave of absence, vacation, or disciplinary lay off for three (3) consecutive working days without notifying the Employer, unless reasons for not notifying employer within three (3) days are justified.

Section 7.

When a discharged employee is reinstated through the Grievance Procedure all lost seniority will be returned.

Section 8.

Employees within the bargaining unit, promoted to a position outside of the bargaining unit shall continue to accumulate seniority while outside of the bargaining unit.

Employees promoted to a position outside the bargaining unit shall be eligible to return to the bargaining unit and be placed on the job to which the seniority provisions provide entitlement, provided, however, that no full-time bargaining unit member shall be displaced because of said employees' return.

Employees hired outside the bargaining unit shall have no rights within the bargaining unit.

ARTICLE XVI
LAYOFF AND RECALL

Section 1.

The word "lay-off" means a reduction in the work force due to a lack of work or lack of funds.

Section 2.

In the event of a lay-off, part-time, seasonal, temporary and probationary employees shall be laid off first. As to the lay-off of other employees, seniority shall be of prime concern. The last employee hired will be the first to be laid off and the last employee laid off will be the first to be re-called from lay-off. The determination of order of lay-off and recall shall not be arbitrary and capricious.

Section 3.

In the event of a lay-off, employees shall be given reasonable notice of lay-off. An employee on lay-off shall be given seven (7) days notice of recall to work. Notice shall be by telephone call to the number provided to the Employer by the employee and shall be confirmed in writing and mailed first class to the address last provided the Employer by the employee. The Employer shall have no responsibility for the failure to notify any employee of recall when such failure is due to the Employee's telephone number or address being inaccurate.

Section 4.

In case of lay-off, an employee shall have the right to bump into the next lower classification, providing the person bumping into that classification has more departmental seniority

than the person being bumped.

Section 5.

In the event of a recall from lay-off, an employee shall have the right to re-enter the classification he was bumped from.

ARTICLE XVII

SICK LEAVE AND PERSONAL LEAVE

Section 1.

Full-time employees shall accumulate sick leave at the rate of one (1) day per month, twelve (12) days per year, and may accumulate up to a total of ninety (90) days. Employees shall be required to establish a bank of twenty-four (24) days before cash payment can be received for sick time.

Each employee shall receive up to three (3) personal leave days per year, to be deducted from sick leave bank. Personal leave is to be used only for matters that must be taken care of during regular working hours.

Notice shall be given to the Chief of Police, or his designee, at least seventy-two (72) hours in advance, except in an emergency situation. When notice is received seventy-two (72) hours in advance and overtime is required it will be offered first to full-time employees. In emergency situations the overtime may be filled with part-time employees.

Personal days used shall not be considered in computing year-end bonus sick days.

Bonus sick days are to be added January 1 of each year, based on the following schedule:

0 days used at end of year, add a bonus of 4 days
1 day used at end of year, add a bonus of 3 days
2 days used at end of year, add a bonus of 2 days
3 days used at end of year, add a bonus of 1 day
4 days or more used at end of year, 0 bonus days

Section 2.

Employees shall be compensated for 100% of accumulated

sick time upon death, retirement, indefinite layoff or layoff for more than a 90-day period. Employees shall be compensated for 50% of accumulated sick time upon resignation. Employees who are discharged for cause and said discharge is not reversed through the grievance procedure shall receive no compensation for accumulated sick time.

Section 3.

Sick leave shall be used for personal illness, medical reasons or disability due to an off the job injury. After three (3) days absence due to such illness or injury, upon the Employer's request, an employee on sick leave shall provide to the Employer an authorization for the release to the Employer of medical information regarding the employee and/or a statement from a doctor verifying illness or injury. Further, Employer may at its expense, require an employee on sick leave to undergo examinations and tests by medical personnel of its choice.

Section 4.

Employees shall notify the Chief of Police or the dispatcher of inability to report to work. Notice shall be given as soon as the employee is aware of his inability to report to work.

Section 5.

Employees who have reported to work and who leave work because of disability due to illness or injury arising outside the scope of employment shall be charged one (1) full sick day if they leave before the completion of the first half of their scheduled shift and one-half (1/2) day if they leave after the completion of the first half of their scheduled shift.

Section 6.

If an employee leaves work due to an injury arising within the scope of employment, he shall not be charged sick leave for that day.

Section 7.

If in the judgment of the Officer in charge, an employee on the job is ill to the extent that such illness interferes with the satisfactory performance of his duties, said employee may be directed to take sick leave. Disputes arising under this section shall be subject to the grievance procedure. In the event the matter is arbitrated with a decision against the Employer, the Employer shall reinstate the sick leave used and shall pay the reasonable expense of the medical examination, if any, incurred by the employee in establishing an ability to satisfactorily perform required work duties.

Section 8.

Part-time employees can earn one (1) sick day per year, non-accumulative, upon the completion of four hundred (400) hours worked in any one (1) calendar year.

ARTICLE XVIII

FUNERAL LEAVE

Section 1.

When death occurs in an employee's immediate family, the employee, on request, will be excused for any or all of the first three (3) normally schedule working days immediately following the date of death, up to and including the day of the funeral, providing the employee attends the funeral. In the event the site of the funeral is beyond two hundred (200) miles from the Township of Huron, two (2) additional travel days will be allowed. Such leave shall not be counted for the purpose of determining overtime. Funeral leave requests for the three (3) normally scheduled work days will not be unreasonably denied.

Immediate family is defined as spouse, parent, parent of a current spouse, child, brother, sister, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchildren.

Section 2.

Part-time employees will be granted one (1) funeral leave day to attend the funeral of an immediate family member, provided, the day of the funeral was scheduled in advance as a work day for the part-time employee.

ARTICLE XIX

LEAVES OF ABSENCE

Section 1. Employees shall be eligible for leaves of absence after accumulation of five (5) years' seniority.

Section 2. Any request for leave of absence shall be submitted in writing by the Employee to the Chief of Police. The request shall state the reason the leave of absence is being requested and the length of time. If approved by the Chief, the leave shall not exceed one (1) year, and additional leaves of absence for up to one (1) year may be granted if, in the discretion of the Chief, the additional leave is so warranted. All Employer-provided benefits will cease during a leave of absence, and employee seniority will not accumulate during that time. An employee's return to active employment prior to his scheduled return date will be at the sole discretion of the Employer.

ARTICLE XX

WORKMEN'S COMPENSATION

Section 1.

Each employee will be covered by applicable workmen's compensation laws. The Township agrees that any employee receiving workmen's compensation will be paid by the Township an amount sufficient to make up the difference between workmen's compensation and the employee's net weekly (40 hrs.) pay. Such difference shall be paid by the Township for a period not to exceed eighteen (18) months.

Section 2.

The provisions of Section 1 of this Article also apply to part-time employees.

ARTICLE XXI

INSURANCE

Section 1.

The Employer will continue in effect its present Blue Cross-Blue Shield coverage of all members of the bargaining unit, including Master Medical and the vision, dental and prescription riders.

Section 2.

The Employer shall provide life insurance coverage in the amount of Forty Thousand Dollars (\$40,000.00), with accidental death and dismemberment provision, to all employees. Upon retirement, said employees shall receive coverage in the amount of Five Thousand Dollars (\$5,000.00).

Section 3.

The Employer shall maintain the presently in force sick and accident income protection policy.

Section 4.

In the event of death of an employee in the line of duty, hospitalization insurance coverage will remain for the spouse and minor dependents until such dependents reach the age of eighteen (18), or the spouse remarries.

Section 5.

Retirees and part-time employees will be allowed to participate in the Employer's Blue Cross-Blue Shield group coverage upon payment of their own premiums; provided such premiums are received by the Employer not less than ten (10) days prior to their due date. Effective April 1, 1992, Employer agrees to reimburse

employees who retire after that date and who qualify under MERS, Three Hundred Dollars (\$300.00) per month toward hospitalization insurance premiums.

ARTICLE XXII

BOND AND LEGAL ASSISTANCE

Section 1.

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. Inability to obtain a bond from the Employer's usual bonding company source within thirty (30) days, on a particular employee, or cancellation of a bond on any employee after one has been issued, shall be just cause for discharge of such employee; except that if employee is able to make his own bonding arrangements with a duly licensed bonding company within thirty (30) days after Employer requests him to do so, such a bond will be accepted. Any excess premium over standard premium shall be paid by such employee. "Standard Premium" shall be that premium paid by the Employer to its bonding source for bonds applicable to other employees in similar classifications.

Section 2.

The Employer shall provide legal assistance to employees, if necessary, to resolve complaints against employees arising as a result of the lawful performance of required police duties.

ARTICLE XXIII
STRIKES AND SLOWDOWNS

Section 1.

Understanding that the proper method of settling grievances is as set forth in this Agreement, and that strikes by public employees are illegal and refusal to provide full and complete services to the public is not in the best interests of the public or the Township of Huron, it is agreed that there shall at no time be strikes, slow-downs, tie-up of equipment, walkouts or other deliberate withholding of services by members of the bargaining unit, either individually or collectively. Employees in violation of this section shall be subject to discipline up to and including discharge.

Section 2.

The Union, its officers, employees, or agents, shall not promote, encourage or advocate a violation of Section 1 of this Article. Provided that the Union complies with this Section, it shall have no liability for the violation by its members of Section 1 of this Article.

ARTICLE XXIV

PROMOTIONS AND NEW JOB CLASSIFICATIONS

A. Patrol.

The Employer will make promotions within the police department available to its employees who have not less than three (3) years seniority within the department and who possess the general qualifications and the ability to perform the job under consideration.

B. Communications.

If, during the life of this Agreement, a new job classification is created or a significant change in an existing job classification is made, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate in terms of established rate range for other job classifications covered by this Agreement, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall become permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Union served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at the Third Step thereof. If, in the above procedure, a different rate of pay is arrived at, the different rate shall become effective retroactively to the date the job classifi-

cation was created. The job duties shall be discussed with the Union prior to implementation of the new job.

ARTICLE XXV

GENERAL PROVISIONS

Section 1. Equipment.

(a) The Employer shall not require that a police officer operate in the line of duty a vehicle reported to be not in safe operating condition. Proper operating condition of said vehicle will be determined by a Mechanic.

(b) An employee shall report immediately or at the end of his shift all defects in or damage of equipment. Reports shall be made on forms provided by Employer and a copy shall be given to the employee, if the employee so requests.

Section 2. Accidents.

An employee shall report immediately the occurrence of any accident in which he is involved and the nature and extent of personal injury or property damage. Employee shall provide in writing, a report of said accident incorporating all information requested by Employer.

Section 3. Darkness -- Patrol.

Employees will be scheduled to ride patrol cars in pairs during the hours of darkness, if there is only one (1) car on patrol. A reserve officer may be scheduled to ride with a regular employee, provided that the regular employee does not object to that arrangement. In the event one of the employees so scheduled reports that he is unable to work due to illness or injury, the remaining employee shall patrol alone until such time as another employee is available. The Employer will replace the employee as quickly as possible with another employee. Command cars may be one man cars.

Section 4. Longevity.

On the fifth anniversary date of employment, each full-time employee shall be paid the sum of Two Hundred Dollars (\$200.00). On each anniversary date thereafter he shall receive a like sum, until his tenth (10th) anniversary date of employment, when he shall receive Four Hundred Dollars (\$400.00). Each anniversary date thereafter he shall receive Four Hundred Dollars (\$400.00), plus Twenty Dollars (\$20.00) for each year of service over ten (10).

Part-time employees shall receive longevity pay in accordance with the following schedule, upon reaching the specified number of years of employment, and on the same date of each succeeding year until a new level is reached:

5 years - \$100.	15 years - \$300.
10 years - \$200.	20 years - \$400.

Each year of employment is based upon Two Thousand and Eighty (2080) hours worked, using any available records to determine entitlement.

Section 5. Transportation.

Where an employee is directed by Employer to use his own transportation, he shall be reimbursed the sum of twenty cents (\$.20) per mile.

Section 6. False Arrest Insurance.

Employer shall maintain the presently in force insurance protection against false arrest with minimum limits of \$100,000./\$300,000.

Section 7. Furnishing of Equipment.

A. Employer shall furnish and replace as needed, all required equipment necessary for the performance of employee's duties.

B. (1) Patrol.

Employer will replace or repair watches and glasses lost or damaged while in the performance of duty, in an amount not in excess of One Hundred Dollars (\$100.00) per item; EXCEPTION - Watches - a maximum of Twenty-five Dollars (\$25.00).

(2) Communications.

Employer will replace or repair glasses damaged while the employee is engaged in the performance of duty, in an amount not in excess of One Hundred Dollars (\$100.00) and to the extent not covered by insurance.

Section 8. Education.

(a) An employee required by Employer to attend any School shall continue to receive their salary during schooling. However, during schooling employees shall not be entitled to overtime pay.

(b) Employer will provide tuition, reasonable expenses, required text books and transportation for required schooling. In the event an employee is required to provide his own transportation for schooling, he shall be reimbursed at the rate of twenty cents (\$.20) per mile for necessary trips to and from the school site.

(c) When there is a job related school or seminar open, an employee may indicate to the Chief of Police, in writing, a desire to attend said school or seminar. Employees may be sent on a rotating seniority basis, at the discretion of the Chief of Police, with the cost being paid by the Employer.

Section 9. Service Records.

Employer agrees to keep records of service reflecting the performance of each employee including, but not limited to, citations for meritorious service awarded to those employees so entitled.

All records can be viewed only by the Chief and the individual employee, or any two (2) of the full-time elected officials and the individual employee, except that during disciplinary proceedings involving termination or a suspension of more than ten (10) working days the records may be disclosed to the Board. Records may be viewed by others if the employee agrees, in writing, to such disclosure.

Section 10. Visits of Union Representatives.

Authorized representatives of the Union shall be permitted to make reasonable visits of the operation of the Employer during working hours to talk with Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement. Union Representatives shall be able to have meetings with the Steward and/or Alternate Steward, to discuss grievances, discipline, discharges, or contract language, without loss of pay.

Section 11. Uniforms.

Patrol. The Employer will furnish the necessary equipment, uniforms, leather, and revolver on duty.

Communications. The Employer will furnish any equipment and uniforms it requires employees to wear on duty other than shoes.

Uniforms will be repaired, maintained and replaced by the Employer as needed.

Section 12. Rest Periods.

Employees shall be granted a minimum rest period of eight (8) hours before having to report back to duty, except in cases of emergency, or in the event of required Court appearances.

Section 13. Ammunition. Patrol.

Ammunition for duty purposes will be factory loads and will be furnished by the Employer in the amount of eighteen (18) rounds and replaced as needed.

Section 14. Exchange of Days and Shifts.

Employees shall be allowed to exchange days and shifts with notification and approval of the Chief or the next senior officer in the absence of the Chief. No overtime shall be involved when days and shifts are exchanged.

Section 15. Shift Premium.

A shift premium of forty cents (\$.40) per hour shall be added to the regular hourly rate and shall be paid to all employees who are scheduled to work the afternoon shift, for all hours they actually work on that shift.

A shift premium of fifty cents (\$.50) per hour shall be added to the regular hourly rate and shall be paid to all employees who are scheduled to work the midnight shift, for all hours they actually work on that shift.

Section 16. Cleaning Allowance.

Patrol. (a) Full-time employees shall be entitled to a cleaning allowance of Two Hundred Dollars (\$200.00). Said cleaning allowance shall be paid quarterly the first pay period of January, April, July and October.

(b) Part-time employees shall be entitled to a cleaning allowance of Twelve Dollars and Fifty Cents (\$12.50) per quarter; provided said employee worked not less than One Hundred Twenty-five (125) hours in the preceding three (3) month period. Payments shall be made according to the same time schedule as contained in section (a) hereof.

Communications. Full-time employees of the bargaining unit shall be entitled to an annual cleaning allowance of Seventy-five Dollars (\$75.00). Said cleaning allowance shall be paid quarterly the first pay period of January, April, June and October.

Section 17. Schooling (Job Related Education).

The Employer agrees to pay a Two Hundred Dollar (\$200.00) stipend to employees possessing an Associates Degree and a Four Hundred Dollar (\$400.00) stipend to employees possessing a Bachelor's Degree. Payments shall be made on a semi-annual basis.

Section 18. Animal Complaints -- Patrol.

All complaints regarding animals will be referred to the Animal Control Officer. Any complaints received during the Animal Control Officer's off-duty hours will be taken by the Police Department and forwarded to the Animal Control Officer for further action (Court, follow up, investigation, dog bites).

Section 19. Non-Criminal Complaints -- Patrol.

Any complaints, non-criminal in nature, regarding Local Ordinances, buildings, lot lines, fences, etc., will be handled by the Township Ordinance Officer.

Section 20. Pensions.

As soon as possible after ratification and execution of

this Agreement by the parties, the MERS B-4 plan with F-50 and military buyback riders will be implemented. Upon implementation, Employer contributions will be ten and seven-tenths percent (10.7%) of payroll, with employees paying the balance. Effective April 1, 1992, Employer contributions will be eleven and seven-tenths percent (11.7%) of payroll, with employees paying the balance. Effective April 1, 1993, Employer will implement the E-2 rider to the MERS B-4 plan and assume the full cost of the added rider.

Employer agrees that funds heretofore paid in to the Alexander Hamilton Life Insurance Company pension program are the property of the employees and that it will make no claim to such funds.

ARTICLE XXVI

DURATION, TERMINATION AND MODIFICATION
OF THIS AGREEMENT

Section 1.

This Agreement shall be effective as of April 1, 1990 unless otherwise specified and shall continue in full force and effect until December 31, 1994.

Section 2.

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraw the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year of termination.

Section 3.

If either party desires to modify, alter, renegotiate, amend or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Such notice of desire to modify, alter, renegotiate, amend or change this Agreement, given in accordance with this Section, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate, unless all subjects of amendment have been disposed of by

agreement or withdrawal at that date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. In the event of the notices above referred to, the parties shall begin to hold negotiations no later than forty-five (45) days prior to the termination date.

Section 4.

Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union, Michigan Fraternal Order of Police, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010, and if to the Employer, addressed to the Chief of Police, Huron Township, or to any other such address the Union or the Employer may make available to each other.

CHARTER TOWNSHIP OF HURON

Christine J. Gamber
Vicki L. Lyon

MICHIGAN FRATERNAL ORDER OF POLICE

Richard Ziegler
Melvin C. Koon 12-19-91
John Cady